

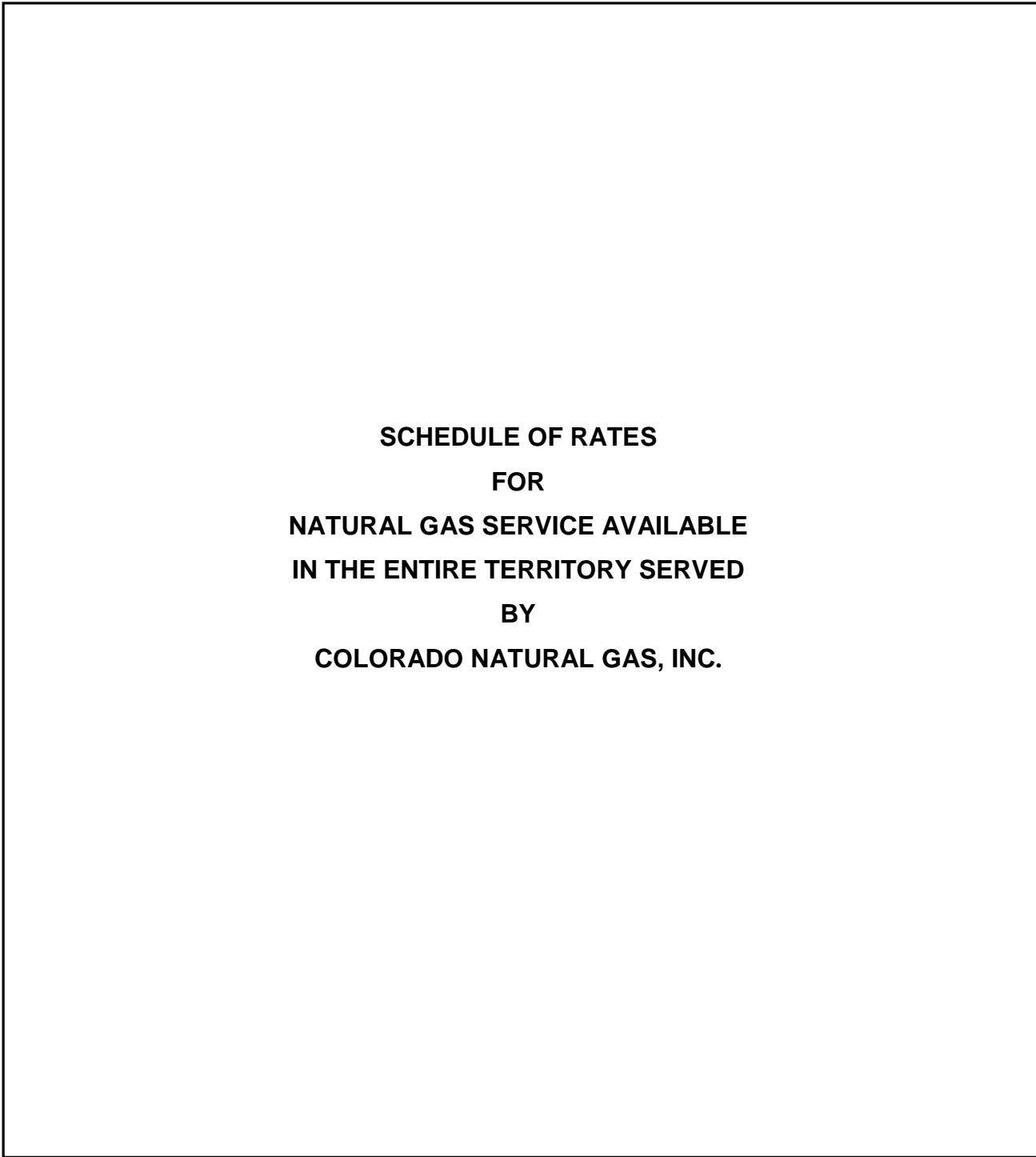
**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

CO PUC No.   2  

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

Advice Letter Number   67   /s/ Timothy R. Johnston Issue Date   October 29, 2013  

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number   C13-1304   Effective Date   November 1, 2013

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

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NOTICE

This Tariff is the second tariff for  
Colorado Natural Gas LLC

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

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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

Advice Letter Number 113 /s/ Kurt W. Adams Issue Date September 28, 2021

Kurt W. Adams, President and Chief Executive Officer  
10825 E. Geddes Ave., Suite 410, Centennial, CO 80112

Decision Number R21-0001 Effective Date October 1, 2021

**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**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
6 South	73 West	S 1/2 of 22, N 1/2 of 26, N 1/2 of 27, All of 26 all of 23,24,25,36
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:

T

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.

**Colorado PUC E-Filings System**

Advice Letter Number 92 /s/ Kurt W. Adams Issue Date: November 28, 2018

Kurt W. Adams, President and CEO

7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972 Effective Date: December 1, 2018

**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, NE 1/4 28, all of 27,32,33,34	
6 South	70 West	N 1/2 and SE 1/4 of 5, E 1/2 of 9, all of 3,4, 10, 30,31	T
7 South	70 West	All of 6	
5 South	71 West	SW 1/4 of 29, w 1/2 of 32, all of 30,31	
7 South	71 West	E 1/2 of 5, all of 1,2,3,4, S 1/2 of NW 1/4 of 7, SW 1/4 of 7, N 1/2 of 10, N 1/2 of 12, SW 1/4 of 17, All of 18	T T
2 South	72 West	All of 3,4,5,6,7,8,9,16,17,18,19,20,29,30,31,32	T
5 South	72 West	All of 25,36	
2 South	73 West	All of 1, 12, 13, 25,35, 36	T
7 South	78 West	All of 21,22,23,24,25,26,27,28,33,34,35,36,	
7 South	77 West	S 1/2 of 18, all of 19,20,29,30,31,32	T
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, 25	T
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, 29, 30, 31, 32	
1 South	73 West	All of 36	T
1 South	72 West	All of 31, 32, 33	T

Advice Letter Number 92 /s/ Kurt W. Adams Issue Date: November 28, 2018

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972 Effective Date: December 1, 2018

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

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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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

**MOUNTAIN DIVISION TERRITORY SERVED**

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

**FORMER CRIPPLE CREEK DIVISION**

Township	Range	Sections	
14 South	70 West	All of 1, 5, 6, 7, 8, 12,13, 17, 18, 19, 20, 21, 22,23,24,25,26,27,28, 29,34,35,36	T T
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, 11,14,15,16,17,31,32, S 1/2 of 29, S 1/2 of 30, E 1/2 of 24, E 1/2 of 25, W 1/2 of 33	T T T
13 South	71 West	All of 1, 2, 3, 10, 12, 27, 35, 36; NE 1/4 of 4, W 1/2 of 15, E 1/2 of 16, E 1/2 of 21, W 1/2 of 22, SE 1/4 of 25, NE 1/4 of 28	T T T T
12 South	70 West	All of 25,26,27,28,32,33,34,35, W 1/2 of 36	T
12 South	69 West	All of 17,18,19,20,21,29, NW 1/4 of 30, E 1/2 of 32	T
12 South	71 West	All of 19, 20, 28, 29, 30, 32, 33	T
13 South	69 West	W 1/2 of 19, W 1/2 of 30, W 1/2 of 31	T
14 South	71 West	All of 1, E 1/2 of 2	

This territory includes the following communities:

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

Incorporated cities and towns are designated by a \*

Advice Letter Number 92 /s/ Kurt W. Adams Issue Date: November 28, 2018

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972 Effective Date: December 1, 2018



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

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

**Colorado PUC E-Filings System**

Advice Letter Number 92 /s/ Kurt W. Adams Issue Date: November 28, 2018

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

**CO PUC No. 2**

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Sheet No. \_\_\_\_\_

**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 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 SE4NW4; N 35A OF NE4 SW4; S 5A OF NE4 SW4 9-20-66; thence in an easterly direction to the NE corner of the following described LOT, S2 SE4 NW4; N 35A N OF NE4 SW4; S 5A OF NE4 SW4 9-20-66; thence in a southerly direction to the SE corner of LOT 22 BLK 16 TR 305 PUEBLO WEST; thence in a northwesterly direction to the SW corner of LOT 13 BLK 16 TR 305 PUEBLO WEST; thence in a northwesterly direction to the NW corner of LOT 13 BLK 16 TR 305 PUEBLO WEST; thence in a northeasterly direction to the SE corner of LOT 14 BLK 16 TR 305 PUEBLO WEST; thence in a north-northwesterly direction to the NE corner of LOT 10 BLK 17 TR 305 PUEBLO WEST; thence in a northerly direction to the SE corner of LOT 20 BLK 17 TR 305 PUEBLO WEST; thence in a westerly direction to the SW corner of LOT 23 BLK 17 TR 305 PUEBLO WEST; thence in a west-northwesterly direction to the SW corner of LOT 24 BLK 17 TR 305 PUEBLO WEST;

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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Sheet No. \_\_\_\_\_

**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 TRK 303 PUEBLO WEST; thence in a southeasterly direction to the SW corner of LOT 1 BLK 21 TR 303 PUEBLO WEST; thence in a southeasterly direction along the southwesterly ROW of McCulloch Blvd to the NW corner of LOT 1 BLK 1 TR 359 PUEBLO WEST;; thence along the southerly PROPERTY LINES OF , LOT 1 BLK 1 TR 359 PUEBLO WEST , LOT 2 BLK 1 TR 359 PUEBLO WEST , LOT 1 BLK 2 TR 359 PUEBLO WEST , LOT 2 BLK 2 TR 359 PUEBLO WEST, LOT 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;

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

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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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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P.O. Box 270868  
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Sheet No. 6D  
Sheet No. \_\_\_\_\_

**FORMER 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

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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**CO PUC No. 2**

Cancels Original

Sheet No. 6E  
Sheet No. \_\_\_\_\_

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

<u>Township</u>	<u>Range</u>	<u>Sections</u>
20 South	65 West	<p>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&amp;SF RR CO TH NELY ALG LAST SD R/W LINE N 10 DEG 04 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. SW 4 NE 4 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.</p>

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

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

Sheet No. 6F  
Sheet No. \_\_\_\_\_

**FORMER 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

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
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Effective Date November 1, 2013

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

**CO PUC No. 2**

Cancels Second Revised  
First Revised

Sheet No. 7  
Sheet No. 7

**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, 14, 23, 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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Advice Letter Number 94 /s/ Kurt W. Adams Issue Date December 12, 2018

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0990

Effective Date December 19, 2018

**Colorado PUC E-Filings System**



**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
 Littleton, CO 80127

CO PUC No. 2

Eleventh Revised \_\_\_\_\_ Sheet No. 8  
 Cancells Tenth Revised \_\_\_\_\_ Sheet No. 8

**Colorado PUC E-Filings System**

<b>NATURAL GAS RATES RATE SCHEDULE SUMMATION SHEET ALL DIVISIONS</b>				
<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	---	\$16.00	R
	Distribution Charge	Therms	\$1.1404	
	Commodity Charge	Therms	Sheet No. 27	
	Upstream Pipeline Charge	Therms	Sheet No. 27	
	G-DSMCA	---	Sheet No. 28E	
	Service Restitution Charge	---	Sheet No. 17	
	TCJA Recovery Charge	Therms	\$0	
RG-EC	Service and Facility	---	\$14.00	R
	Distribution Charge	Therms	\$0.4338	
	Commodity Charge	Therms	Sheet No. 27	
	Upstream Pipeline Charge	Therms	Sheet No. 27	
	S-DSMCA	---	Sheet No 28E	
	Service Restitution Charge	---	Sheet No. 17	
	TCJA Recovery Charge	Therms	\$0	
<b><u>COMMERCIAL</u></b>				
CG-M	Service and Facility	---	\$50.82	R
	Distribution Charge	Therms	\$1.1404	
	Commodity Charge	Therms	Sheet No. 27	
	Upstream Pipeline Charge	Therms	Sheet No. 27	
	G-DSMCA	---	Sheet No. 28E	
	Service Restitution Charge	---	Sheet No. 17	
	TCJA Recovery Charge	Therms	\$0	
CG-EC	Service and Facility	---	\$27.00	R
	Distribution Charge	Therms	\$0.4338	
	Commodity Charge	Therms	Sheet No. 27	
	Upstream Pipeline Charge	Therms	Sheet No. 27	
	G-DSMCA	---	Sheet No. 28E	
	Service Restitution Charge	---	Sheet No. 17	
	TCJA Recovery Charge	Therms	\$0	

Advice Letter Number 115 /s/ Kurt W. Adams Issue Date: November 19,2021

Kurt W. Adams, President and CEO  
 7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972 Effective Date: December 1, 2021

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

**CO PUC No. 2**

Cancels Eleventh Revised Sheet No. 9  
Tenth Revised Sheet No. 9

**NATURAL GAS RATES  
RATE SCHEDULE SUMMATION SHEET  
ALL DIVISIONS – CONT'D**

**LARGE COMMERCIAL**

LC-EC	Service and Facility	---	\$40.00	
	Distribution Charge	Therms	\$0.4338	R
	Commodity Charge	Therms	Sheet No. 27	
	Upstream Pipeline Charge	Therms	Sheet No. 27	
	G-DSMCA	---	Sheet No. 28E	
	Service Restitution Charge	---	Sheet No. 17	
	TCJA Recovery Charge	Therms	\$0	R

**Colorado PUC E-Filings System**

Advice Letter Number 115 /s/ Kurt W. Adams Issue Date: November 19, 2021

Kurt W Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972 Effective Date: December 1, 2021

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

**CO PUC No. 2**

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

Sheet No. 10  
Sheet No. \_\_\_\_\_

**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	---	\$150.00
		Pursuant to Contract	
	Transportation Distribution:		
	Standard	Dekatherms	\$10.106
	Minimum	Dekatherms	\$0.50
	Authorized Overrun Transportation Distribution:		
	Standard	Dekatherms	\$10.106
	Unauthorized Overrun Transportation Distribution:		
	Standard	Dekatherms	\$25.00
	Minimum	Dekatherms	\$10.106
	Firm Supply Reservation	Pursuant to Contract	
	Backup Supply		
	Distribution Charge	Dekatherms	\$10.106
	Commodity Charge	Dekatherms	Sheet No. 27
	Upstream Pipeline Charge	Dekatherms	Sheet No. 27
	Unauthorized Overrun Sales Commodity:		
	Standard	Dekatherms	\$25.00
	Minimum Distribution Charge	Dekatherms	\$10.106
	Commodity Charge	Dekatherms	Sheet No. 27
	Upstream Pipeline Charge	Dekatherms	Sheet No. 27

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. 11  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

**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	\$10.106
	Minimum	Dekatherms	\$0.50
	Authorized Overrun Transportation Distribution:		
	Standard	Dekatherms	\$10.106
	Unauthorized Overrun Transportation Distribution:		
	Standard	Dekatherms	\$25.00
	Minimum	Dekatherms	\$10.106
	On Peak Demand	Pursuant to Contract	
	Backup Supply		
	Distribution Charge	Dekatherms	\$10.106
	Commodity Charge	Dekatherms	Sheet No. 27
	Upstream Pipeline Charge	Dekatherms	Sheet No. 27
	Unauthorized Overrun Sales Commodity:		
	Standard	Dekatherms	\$25.00
	Minimum Distribution Charge	Dekatherms	\$10.106
	Commodity Charge	Dekatherms	Sheet No. 27
	Upstream Pipeline Charge	Dekatherms	Sheet No. 27

Advice Letter Number 67      /s/ Timothy R. Johnston      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

CO PUC No. 2

Original \_\_\_\_\_ Sheet No. 12  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

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

APPLICABILITY

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

GAS RATE ADJUSTMENT

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

GAS – DEMAND SIDE MANAGEMENT COST ADJUSTMENT

This rate schedule is subject to the Gas – Demand Side Management Cost Adjustment commencing on Sheet No. 28.

PAYMENT AND LATE PAYMENT CHARGE

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

CONTRACT PERIOD

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

RULES AND REGULATIONS

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

CO PUC No. 2

Original \_\_\_\_\_ Sheet No. 13  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

**NATURAL GAS RATES  
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.

Advice Letter Number 67      /s/ Timothy R. Johnston      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
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**COLORADO NATURAL GAS, INC.**  
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**CO PUC No. 2**

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

Sheet No. 14  
Sheet No. \_\_\_\_\_

**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.

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
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Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

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

Sheet No. 14A  
Sheet No. \_\_\_\_\_

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

SUPPLY CURTAILMENT OF SERVICE

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

FIRM CAPACITY SERVICE

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

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

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

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
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**CO PUC No. 2**

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

Sheet No. 14B  
Sheet No. \_\_\_\_\_

**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 or subsequent Requests for Firm Supply Reservation Service on a first-come, first-serve basis, based upon the date of receipt of the request. The request will either be approved or denied by Company within sixty (60) days of the receipt thereof. If denied, written notification will be provided to Shipper detailing the reasons for denial.

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

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

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

Advice Letter Number 67                      /s/ Timothy R. Johnston                      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
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**CO PUC No. 2**

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

Sheet No. 14C  
Sheet No. \_\_\_\_\_

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

BACKUP SUPPLY SALES SERVICE

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

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

AUTHORIZED OVERRUN TRANSPORTATION SERVICE

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

UNAUTHORIZED OVERRUN TRANSPORTATION SERVICE

In the event Company does not authorize transportation in excess of the Peak Day Quantity then all gas transported over the Peak Day Quantity shall be at the Unauthorized Overrun Transportation Charge. Charges shall not be less than the minimum Unauthorized Overrun Transportation Charge or more than the Standard Unauthorized Overrun Transportation Charge. Unauthorized Overrun Transportation Charges shall not be assessed if the overrun quantities are less than five (5) MMBTU. For unauthorized transportation overruns of five (5) MMBTU or more, the Unauthorized Overrun Transportation Charge will be waived if Shipper requests an increase in Shipper's Firm Capacity and/or Firm Supply quantities to the new Peak Day Quantity reflected by overrun, and if such increased quantities are available. In the case of repeated use of gas during periods of Supply Curtailment, Capacity Interruption or restricted delivery days,

Advice Letter Number 67                      /s/ Timothy R. Johnston                      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
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Effective Date November 1, 2013

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

CO PUC No. 2

Cancels Original  
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Sheet No. 14D  
Sheet No. \_\_\_\_\_

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

UNAUTHORIZED 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.

Advice Letter Number 67                      /s/ Timothy R. Johnston                      Issue Date October 29, 2013

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**CO PUC No. 2**

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

Sheet No. 14E  
Sheet No. \_\_\_\_\_

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

UNAUTHORIZED OVERRUN SALES SERVICE

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
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Sheet No. 14F  
Sheet No. \_\_\_\_\_

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

COMMUNICATION LINE INSTALLATION AND MAINTENANCE

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

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

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

TERMINATION CHARGE

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

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

Cancels Original

Sheet No. 14G  
Sheet No. \_\_\_\_\_

**NATURAL GAS RATES  
FIRM GAS TRANSPORTATION SERVICE  
Schedule TF - Cont'd**

CONTRACT PERIOD

Firm Supply Service shall commence upon date of first delivery and shall terminate three years from the next October 1, subsequent to the effective date of the Service Agreement, and continuing from year to year after the initial three year period until canceled as provided by said Service Agreement. Company reserves the right to commence Firm Supply Service only when sufficient supplies are available. Firm Capacity Service shall commence upon date of first delivery and shall terminate one year from the next October 1, subsequent to 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. Company will commence Firm Gas Transportation Service as soon as is practicable as long as sufficient capacity is available.

DISCOUNT OF SERVICE

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Cancels Original  
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Sheet No. 15  
Sheet No. \_\_\_\_\_

**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 Interruptible 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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Cancels Original

Sheet No. 15B  
Sheet No.

**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 its 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.

Advice Letter Number 67                      /s/ Timothy R. Johnston                      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

**CO PUC No. 2**

Cancels Original  
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Sheet No. 15C  
Sheet No. \_\_\_\_\_

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

AUTHORIZED OVERRUN TRANSPORTATION SERVICE

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

UNAUTHORIZED OVERRUN TRANSPORTATION SERVICE

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

UNAUTHORIZED OVERRUN SALES SERVICE

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

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

Sheet No. 15D  
Sheet No. \_\_\_\_\_

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

COMMUNICATION LINE INSTALLATION AND MAINTENANCE

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

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

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

CONTRACT PERIOD

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

ON-PEAK GAS

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

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Cancels Original  
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Sheet No. 15E  
Sheet No. \_\_\_\_\_

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

ADVANCE NOTIFICATION

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

DISCOUNT OF SERVICE

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

Advice Letter Number 67                      /s/ Timothy R. Johnston                      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

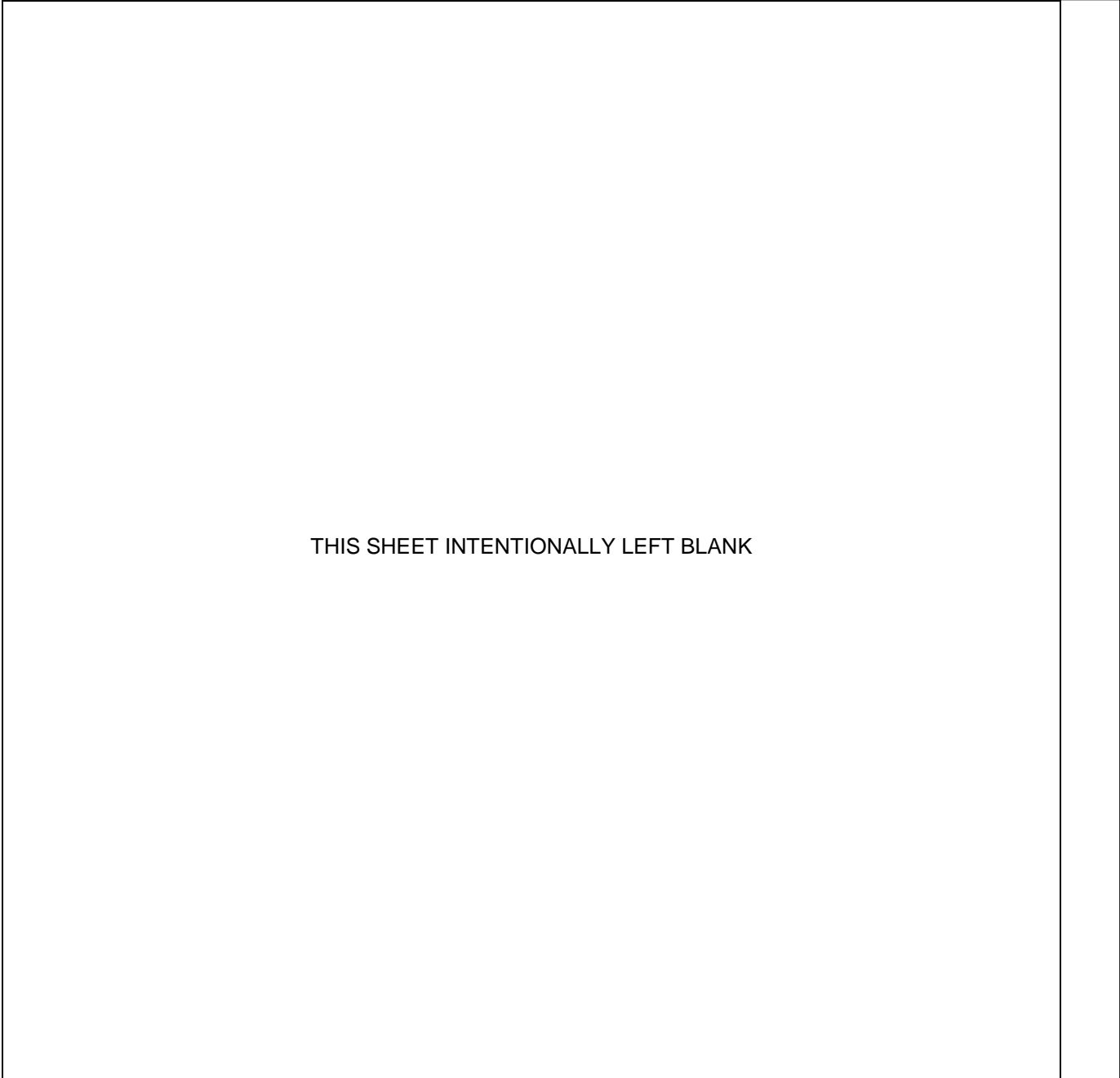
Effective Date November 1, 2013

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

**CO PUC No.** 2

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

Sheet No. 16  
Sheet No. \_\_\_\_\_



Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

Cancels Second Revised Sheet No. 17  
First Revised Sheet No. 17

**SCHEDULE OF RATES FOR RENDERING SERVICE  
ALL DIVISIONS OF THE COMPANY**

To initiate or restore service .....\$43.00 per service call

T

To transfer service at a specific location from one customer to another customer where such service is continuous.....\$21.00 per service call

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To perform non-gratuitous labor for service work in addition to charges for material:

Trip Charge (assessed for reconnection trips and other trips where labor is not performed other than a general diagnosis of the customer's issue).....\$43.00 per trip

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For service work occurring between 8:00 AM and 5:00 PM, Monday through Friday (one hour minimum) .....\$43.00 per man-hour

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For service work occurring before 8:00 AM or after 5:00 PM, Monday through Friday, or at any time on Saturday (one-hour minimum).....\$64.00 per man-hour

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For service work on Sundays and holidays (two-hour minimum).....\$86.00 per man-hour

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Check Handling Charge – Insufficient Funds.....\$30.00 per check

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**Colorado PUC E-Filings System**

Advice Letter Number 92 /s/ Kurt W. Adams

Issue Date: November 28, 2018

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972

Effective Date December 1, 2018

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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. 18  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

**NATURAL GAS RATES  
FRANCHISE FEE SURCHARGE**

The monthly charge for natural gas service as determined from the Company's applicable gas rate schedules, including the Gas Cost Adjustment, General Rate Schedule Adjustments, and any other applicable adjustments, shall be increased to each customer receiving service within a municipality wherein the Company pays franchise fees, by the appropriate percentage as set forth in the franchise agreement between the Company and the municipality.

Advice Letter Number 67      /s/ Timothy R. Johnston      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

CO PUC No. 2

Original \_\_\_\_\_ Sheet No. 20  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

### **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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

**CO PUC No. 2**

Cancels Amended Original Sheet No. 21  
Original Sheet No. 21

**METERING PRESSURE AND ADJUSTMENTS**

Applicability

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

Mountain Division, Territories formerly known as:	Atmospheric Pressure	Billing Pressure	Pressure Correction Factor
Bailey Division, Bailey Service Area	10.89 psia	11.14 psia	0.7563
Bailey Division, Southpark Service Area	9.87 psia	10.12 psia	0.6870
Cripple Creek Division	10.43 psia	10.68 psia	0.7251
Pueblo West Division	12.24 psia	12.49 psia	0.8479

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

The BTU content of the gas received by the Company is measured and reported on a monthly basis as part of the gas transportation invoice from the upstream pipeline supplier. As part of the annual Gas Cost Adjustment Filing, a weighted average annual BTU measured at 14.73 psia and 60°F will be calculated from these monthly BTU readings and the monthly usages from the previous gas year ended June 30, and reported by Division on Sheet 27A of this tariff.

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 31, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

Cancels First Revised Sheet No. 22  
Original Sheet No. 22

## NATURAL GAS RATES GAS COST ADJUSTMENT

### APPLICABILITY

All rate schedules for natural gas sales service are subject to a Gas Cost Adjustment to reflect the cost of gas purchased from Company's suppliers. The Gas Cost Adjustment amount will be subject to semi-annual changes to be effective beginning November 1 and April 1 of each year. The November 1 GCA filing is known as the "winter" GCA; the April 1 GCA filing is known as the "summer" GCA. The Gas Cost Adjustment for all applicable rate schedules is as set forth on Sheet No. 27, and will be added to the Company's Base Rate for billing purposes.

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### DEFINITIONS

**Gas Cost Adjustment** - The Gas Cost Adjustment will be Current Gas Cost plus Deferred Gas Cost.

**Base Rate** - Base Rate is the rate which incorporates the currently effective Distribution Charge, established in the Company's last rate case, which includes operating expenses, taxes, and earnings on rate base. The Base Rate does not include any gas costs or upstream pipeline charges.

**Total Rate** - Total Rate is the Base Rate plus the Gas Cost Adjustment.

**Current Gas Cost** - Current Gas Cost is the Forecasted Gas Commodity Cost and Forecasted Upstream Service Cost projected to be incurred by the Company during the GCA Effective Period.

**Deferred Gas Cost** - Deferred Gas Cost is a rate component of the GCA designed to amortize over the GCA Effective Period the over or under recovered costs in the Company's Account No. 191.

**Recovered Gas Cost** - Recovered Gas Cost is the gas cost recovered by the Company's currently effective Gas Cost Adjustment.

**Actual Gas Cost** - Actual Gas Cost is the sum of the amounts recorded as Well Head Gas Purchases in Acct. 401.800, Field Line Purchases in Acct. 401.801, Gasoline Outlet Purchases in Acct. 401.802, Trans-mission Line Purchases in Acct. 401.803, City Gate Purchases in Acct. 401.804, Other Gas Purchases in Acct. 401.805, Exchange Gas in Acct. 401.806, Gas Withdrawn From and Delivered to Storage in Acct. 401.808, Gas used for Products Extraction in Acct. 401.811, Take/Pay Buyout Payments in Acct.401.813, and Storage Gas Lost and Unaccounted in Acct. 401.823.

Advice Letter Number 134 /s/ Kurt W. Adams Issue Date February 27, 2024  
Kurt W. Adams, President and Chief Executive Officer  
10825 E. Geddes Ave., Suite 410, Centennial, CO 80112

Decision Number C23-0864

Effective Date April 1, 2024

**NATURAL GAS RATES  
GAS COST ADJUSTMENT - Cont'd**

DEFINITIONS – cont'd

GCA Effective Period – A twelve-month period beginning November 1 of each year that the GCA rate is intended to be in effect. The GCA Effective Period is divided into two semi-annual GCA adjustments to reflect changes in gas prices.

Forecasted Gas Commodity Cost – The cost of gas commodity, including appropriate adjustments for storage gas injections and withdrawals and exchange gas imbalances, projected to be incurred by the Company during the GCA Effective Period.

Forecasted Upstream Service Cost – The total cost of upstream services projected to be incurred by the Company during the GCA Effective Period.

CURRENT GAS COST

(1) The Current Gas Cost will be calculated based on normalized purchases during the most current twelve months ending June, and Forecasted Gas Commodity Cost and Forecasted Upstream Service Cost. The resulting amount will be divided by the normalized sales quantities for the same period.

(2) A revised Current Gas Cost will be effective beginning November 1 of each year. In addition, if the Company's suppliers change their rates from those used in computing the currently effective Current Gas Cost, Company may file a revision in its current Gas Cost Adjustment to coincide with the effective date of the supplier change, provided that Company's rate change equates to at least one mill (\$0.001) per dekatherm of the normalized sales for the test period used in calculation of the currently effective Current Gas Cost. The revised Current Gas Cost will replace the previous Current Gas Cost included in the Company's Total Rates.

(3) The Current Gas Cost will be calculated to the nearest mill (\$0.001) per dekatherm.

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Advice Letter Number 134 /s/ Kurt W. Adams Issue Date February 27, 2024

Kurt W. Adams, President and Chief Executive Officer  
10825 E. Geddes Ave., Suite 410, Centennial, CO 80112

Decision Number C23-0864

Effective Date April 1, 2024

**NATURAL GAS RATES**  
**GAS COST ADJUSTMENT - Cont'd**

DEFERRED GAS COST

- (1) The Deferred Gas Cost will be calculated monthly by subtracting Recovered Gas Cost from Actual Gas Cost. The resulting amount, whether negative or positive, will be accumulated for the twelve-month period ending June 30 of each year. In addition, interest on such amount shall be calculated at a rate equal to the Commission's authorized customer deposit rate for each month during the GCA Effective Period. If net interest is positive, it will be excluded from the calculation of the Deferred Gas Cost.
- (2) A revised Deferred Gas Cost will be effective beginning November 1 of each year. The revised Deferred Gas Cost will replace the previous Deferred Gas Cost included in the Company's Total Rates.
- (3) The Deferred Gas Cost will be calculated to the nearest mill (\$0.001) per dekatherm.

ACTUAL GAS COST

The Actual Gas Cost will be the sum of all costs for purchasing and transporting the gas required by the Company for resale, along with the applicable firm capacity and back-up sales capacity and commodity charges.

RECOVERED GAS COST

The Recovered Gas Cost will be calculated monthly by applying the Gas Cost Adjustment to the actual sales quantities for the month.

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

CO PUC No.   2  

Original            Sheet No.  25   
Cancels            Sheet No.       

**NATURAL GAS RATES  
GAS COST ADJUSTMENT - Cont'd**

GAS COST ADJUSTMENT

The following formula is used to determine the Gas Cost Adjustment amount.

$$\text{Gas Cost Adjustment} = A + B$$

A = Current Gas Cost

B = Deferred Gas Cost

TREATMENT OF REFUND

Application shall be made to The Public Utilities Commission of the State of Colorado for approval of a refund plan for the disposition of each refund received from a Company supplier including the interest received thereon.

Advice Letter Number   67   /s/ Timothy R. Johnston                      Issue Date  October 29, 2013 

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number  C13-1304 

Effective Date  November 1, 2013

**NATURAL GAS RATES**  
**GAS COST ADJUSTMENT – Cont’d**  
Gas Price Risk Mitigation Plan

Gas Price Mitigation Plan (GPRMP)

Recovery of gas costs through the GCA is subject to the Company’s GPRMP approved by the Commission. The GPRMP establishes a maximum per-month gas cost and a minimum per-month gas cost.

GPRMP Maximum (Cap): \$10.50 per dekatherm  
GPRMP Minimum (Floor): \$3.50 per dekatherm

If the weighted average of the GCA rates for the Company’s service territories is above or below these maximum and minimum levels, the incremental cost above or below the maximum and minimum levels will be deferred to a separate account known as the Deferred Gas Recovery Tracker (DGRT) for recovery through the GCA over the following amortization periods:

- For balances held in the DGRT of \$3 million or less recovery will be over a one-year period;
- For balances held in the DGRT of greater than \$3 million and up to \$6 million, recovery will be over a two-year period;
- For balances greater than \$6 million, CNG will file an Advice Letter to address the appropriate recovery period.

The DGRT will accrue interest on both under- and over-recovered balances. For balances 12 months or less, interest will be applied at the Commission-determined customer deposit interest rate. For balances in excess of 12 months, the interest will be applied at the Company’s long-term debt rate. The balance of the reserve account will be evaluated for recovery through rates as part of CNG’s winter GCA filing effective on November 1 of each year.

The Deferred Gas Price Risk Mitigation Rate (“GPRMP”) will be applied to all sales customers who are subject to the GCA. If the amount of any GCA rate change is limited by the GPRMP cap or floor, the Company will track recovery of actual gas costs under the GCA and will allocate any actual deferred costs to the DGRT for evaluation for inclusion in the next November 1 GCA adjustment.

INTEREST AND AMORTIZATION OF DGRT

Interest shall be applied at a rate equal to the interest rate paid on customer deposits to amounts carried up to 12 months in the Deferred GPRMP account. Beginning with the thirteenth consecutive month, interest will be applied to amounts in the Deferred GPRMP account at a rate equal to the Company’s actual long-term debt rate.

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Colorado PUC E-Filings System

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

**CO PUC No. 2**

Cancels First Revised Sheet No. 26  
Original Sheet No. 26

**NATURAL GAS RATES  
GAS COST ADJUSTMENT - Cont'd**

INFORMATION TO BE FILED WITH THE PUBLIC UTILITIES COMMISSION

Each proposed revision in the Gas Cost Adjustment will be accomplished by filing an application and Exhibits as required by 4CCR 723-4 et. Seq. Such application will be accompanied by such supporting data and information as the Commission may require from time to time.

The Company's Gas Cost Adjustment set forth above incorporates by reference the entire Rules Regarding Gas Cost Adjustment, 4 CCR 723-4. The intent of the GCA Rules shall prevail in the case of any errors or omissions in the Company's GCA tariffs stated herein.

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Advice Letter Number 81

/s/ Kurt W. Adams

Issue Date March 17, 2016

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date April 17, 2016

**COLORADO NATURAL GAS, INC.**  
 10825 E. Geddes Ave, Suite 410  
 Centennial, CO 80112

**CO PUC No. 2**

Cancels Fifteenth Revised  
Fourteenth Revised

Sheet No. 27  
 Sheet No. 27

<b><u>NATURAL GAS RATES</u></b>								
<b><u>GAS COST ADJUSTMENT</u></b>								
A	B	C	D	E	F	G	H	
Rate Schedule	Sheet No.	Billing Units	Type of Charge	Commodity Cost	Upstream Cost	Deferred Gas Cost	Gas Cost Adjustment	
RG-M (B)	8	Therms	Commodity	\$0.1751	\$0.4383	\$0.0449	\$0.6583	D
RG-M (C)	8	Therms	Commodity	\$0.1701	\$0.2397	\$0.1065	\$0.5163	D
RG-M (PW)	8	Therms	Commodity	\$0.1722	\$0.5932	\$0.0107	\$0.7761	I
RG-EC	8	Therms	Commodity	\$0.1638	\$0.4452	\$0.0057	\$0.6147	I
CG-M (B)	8	Therms	Commodity	\$0.1751	\$0.4383	\$0.0449	\$0.6583	D
CG-M (C)	8	Therms	Commodity	\$0.1701	\$0.2397	\$0.1065	\$0.5163	D
CG-M (PW)	8	Therms	Commodity	\$0.1722	\$0.5932	\$0.0107	\$0.7761	I
CG-EC	8	Therms	Commodity	\$0.1638	\$0.4452	\$0.0057	\$0.6147	I
TF-M (B)	10	Dekatherms	Commodity	\$1.751	\$4.383	\$0.449	\$6.583	D
TF-M (C)	10	Dekatherms	Commodity	\$1.701	\$2.397	\$1.065	\$5.163	D
TF-M (PW)	10	Dekatherms	Commodity	\$1.722	\$5.932	\$0.107	\$7.761	I
TF-EC	10	Dekatherms	Commodity	\$1.638	\$4.452	\$0.057	\$6.147	I
TI-M (B)	11	Dekatherms	Commodity	\$1.751	\$4.383	\$0.449	\$6.583	D
TI-M (C)	11	Dekatherms	Commodity	\$1.701	\$2.397	\$1.065	\$5.163	D
TI-M (PW)	11	Dekatherms	Commodity	\$1.722	\$5.932	\$0.107	\$7.761	I
TI-EC	11	Dekatherms	Commodity	\$1.638	\$4.452	\$0.057	\$6.147	I

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

Advice Letter Number 136 /s/ Kurt W. Adams

Issue Date: March 28, 2024

Kurt W. Adams, President, and Chief Executive Officer  
 10825 E. Geddes Ave, Ste. 410, Centennial, CO 80112

Decision Number C24-0197

Effective Date: April 1, 2024



**NATURAL GAS RATES**  
**GAS COST ADJUSTMENT - CONT**

For Schedules firm transportation and interruptible transportation schedules, the commodity cost charged will be the highest of: (A) the Commodity Cost listed above in Column E, or (B) the highest commodity cost paid by the Company for gas for that service area during the month service is rendered, or (C) the Colorado Interstate Gas Co. Rocky Mountains Monthly Index as published in the Inside FERC's Gas Market Report. Added to this highest cost will be the Upstream Cost in Column F.

Annual Lost & Unaccounted for Re-imburement:

Schedules TF-M (B), TI-M (B),	0.00%
Schedules TF-M (C), TI-M (C)	0.00%
Schedules TF-M (PW), TI-M (PW)	0.00%
Schedules TF-EC, TI-EC	0.00%

Annual Average BTU Content:

Schedules RG-M (B), CG-M (B), TF-M (B), TI-M (B)	1006.1
Schedules RG-M (C), CG-M (C), TF-M (C), TI-M (C)	1024.9
Schedules RG-M (PW), CG-M (PW), TF-M (PW), TI-M (PW)	984.0
Schedules RG-M (B), CG-M (B), TF-M (B), TI-M (B) South Park	1016.4
Schedules RG-EC	1068.5

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Advice Letter Number 131 /s/ Kurt W. Adams \_\_\_\_\_ Issue Date: October 27, 2023

Kurt W. Adams, President, and Chief Executive Officer  
 10825 E. Geddes Ave, Ste.410, Centennial, CO 80112

Decision Number C23-0726

Effective Date: November 1, 2023

**COLORADO NATURAL GAS, INC.**  
 10825 E. Geddes Ave, Suite 410  
 Centennial, CO 80127

CO PUC No. 2

Third Revised \_\_\_\_\_ Sheet No. 27B  
 Canceled Second Revised \_\_\_\_\_ Sheet No. 27B

**NATURAL GAS RATES  
 EXTRAORDINARY GAS COST RECOVERY RIDER**

**APPLICABILITY**

As defined and approved in Commission Decisions No. R21-0759, R23-0327, and C23-0367 in Proceeding Nos. 21A-0188G and 23L-0249G the extraordinary gas costs incurred by CNG from the Extreme Weather Event of Presidents’ Day Weekend 2021 shall be recovered from customers through CNG’s Extraordinary Gas Cost Recovery Rider (“EGCRR”). The EGCRR applies to Residential, Commercial, and Large Commercial customers who are subject to the GCA, with applicable amounts and duration determined by rate divisions as shown in the table below. LEAP and PIPP Customers are exempt from the EGCRR. The EGCRR will remain static throughout the recovery period and will end as set forth below.

**RESIDENTIAL**

<u>Description</u>	<u>Cripple Creek</u>	<u>Bailey/South Park</u>	<u>Pueblo West</u>	<u>Eastern</u>
<b>Additional EGCRR</b>				
\$/Dth	N/A	\$ 0.4250	\$ 0.5327	N/A
Recovery Period Start	N/A	June 1, 2023	June 1, 2023	N/A
Recovery Period End	N/A	May 31, 2025	May 31, 2025	N/A
<b>Total to be Recovered</b>	<b>N/A</b>	<b>\$ 681,412</b>	<b>\$ 393,555</b>	<b>N/A</b>

Advice Letter Number 135

/s/ Kurt W. Adams  
 Kurt W. Adams, President and Chief Executive Officer  
 10825 E. Geddes Ave, Ste.410, Centennial, CO 80112

Issue Date: March 1, 2024

Decision Number: C23-0367

Effective Date: April 1, 2024

**COLORADO NATURAL GAS, INC.**  
 10825 E. Geddes Ave, Suite 410  
 Centennial, CO 80127

CO PUC No. 2

Third Revised Sheet No. 27C  
 Cancels Second Revised Sheet No. 27C

**NATURAL GAS RATES  
 EXTRAORDINARY GAS COST RECOVERY RIDER**

**COMMERCIAL**

<u>Description</u>	<u>Cripple Creek</u>	<u>Bailey/South Park</u>	<u>Pueblo West</u>	<u>Eastern</u>
<b>Additional EGCR</b>				
\$/Dth	N/A	\$ 0.4250	\$ 0.5327	N/A
Recovery Period Start	N/A	June 1, 2023	June 1, 2023	N/A
Recovery Period End	N/A	May 31, 2025	May 31, 2025	N/A
<b>Total to be Recovered</b>	<b>N/A</b>	<b>\$ 96,569</b>	<b>\$ 28,384</b>	<b>N/A</b>

Advice Letter Number 135

/s/ Kurt W. Adams

Issue Date: March 1, 2024

Kurt W. Adams, President and Chief Executive Officer  
 10825 E. Geddes Ave, Ste.410, Centennial, CO 80112

Decision Number: C23-0367

Effective Date: April 1, 2024

**COLORADO NATURAL GAS, INC.**  
10825 E. Geddes Ave, Suite 410  
Centennial, CO 80127

CO PUC No. 2

Original \_\_\_\_\_ Sheet No. 27D  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

**NATURAL GAS RATES  
EXTRAORDINARY GAS COST RECOVERY RIDER**

**OVER/UNDER RECOVERY**

Over or under recovery of the EGCR will be determined every twelve months by determining the difference between the approved Total Recovery EGCR costs and the actual costs recovered. CNG will determine whether an interim true-up is needed based on the deferred balance at that time. At the conclusion of the applicable EGCR recovery period, any over or under collection of the net gas costs to be recovered through the EGCR will be put into Account 191 and flowed through the normal operation of the GCA. In accordance with the Commission's GCA rules, interest will be paid on any net over-recovered amounts.

Second Amended Advice Letter Number 126 /s/ Kurt W. Adams

Issue Date: May 5, 2023

Kurt W. Adams, President and Chief Executive Officer  
1085 E. Geddes Ave, Ste.410, Centennial, CO 80112

Decision Number: R23-0327

Effective Date: June 1, 2023

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

**CO PUC No. 2**

Cancels Original

Sheet No. 28  
Sheet No. \_\_\_\_\_

**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.

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

Original            Sheet No. 28A  
Cancels            Sheet No.           

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

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

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

Original            Sheet No. 28B  
Cancels            Sheet No.           

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

Definitions

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

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

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

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

Original            Sheet No. 28C  
Cancels            Sheet No.           

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

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

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

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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. 28D  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

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

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**RESIDENTIAL**

Rate Schedule	Sheet No.	G-DSMCA Charge	G-DSMCA Factor
RG-M (B)	8	Percentage applied to Base Rates	0.89%
RG-M (SP)	8	Percentage applied to Base Rates	0.92%
RG-M (C)	8	Percentage applied to Base Rates	0.89%
RG-M (PW)	8	Percentage applied to Base Rates	0.89%
RG-EC	8	Percentage applied to Base Rates	2.17%

**COMMERCIAL**

Rate Schedule	Sheet No.	G-DSMCA Charge	G-DSMCA Factor
CG-M (B)	8	Percentage applied to Base Rates	3.36%
CG-M (SP)	8	Percentage applied to Base Rates	3.28%
CG-M (C)	8	Percentage applied to Base Rates	3.48%
CG-M (PW)	8	Percentage applied to Base Rates	2.85%
CG-EC	8	Percentage applied to Base Rates	5.61%

**LARGE COMMERCIAL**

Rate Schedule	Sheet No.	G-DSMCA Charge	G-DSMCA Factor
LC-EC	9	Percentage applied to Base Rates	7.01%

Consistent with Natural Gas Billing Format on Sheet Nos. 8-9, the G-DSMCA Charge will be shown as a separate line item on each customer's monthly bill. This G-DSMCA charge will be calculated by multiplying the G-DSMCA Factor percentage shown above for that customer class by the sum of that customer's Service and Facilities Charge and the Total Distribution Charge for that month. The Total Distribution Charge is the product of the customer's consumption for that month and the Distribution Charge.

Advice Letter Number: 128

/s/ Kurt W. Adams

Issue Date: May 19, 2023

Kurt W. Adams, President and CEO

10825 E. Geddes Ave., Suite 410, Centennial, CO 80112

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

Effective Date: July 1, 2023

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

Low Income Program

All rate schedules for natural gas service are subject to a Customer Affordability 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.

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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 ("DHS") and Colorado Public Utilities Commission eligibility requirements.

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Applicability

Pursuant to Rule 4412, the CAP has been designed to provide residential customers of Colorado Natural Gas ("the Company") who meet certain eligibility criteria with assistance in paying their monthly natural gas heating bills. Customers must complete the LEAP program application and agree to all terms and conditions within the CAP program tariff. Households must meet the required Federal Poverty criteria.

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CNG will obtain the determination of a customer's eligibility from the Department of Human Services, Energy Outreach Colorado, or the Colorado Energy Office.

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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.

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

Definitions

Eligible low-income customer - A residential utility customer who meets the household income thresholds. CNG will obtain the determination of a customer's eligibility from the Colorado Department of Health and Human Services, Energy Outreach Colorado, or the Colorado Energy Office.

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.

DHS - 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 Health and Human Services, Division of Low-Income Energy Assistance.

Participant Eligibility -Eligible participants are limited to those who meet one or more of the following criteria: A median household income at or below 200 percent of the current Federal Poverty Level; or: A median household income at or below 80 percent of the area median income as published annually by the United States Department of Housing and Urban Development; or: qualification under income guidelines adopted by the Colorado Department of Health and Human Services pursuant to §40-8.5-105, C.R.S.

Estimated Annual Income - The amount of income based on Federal Poverty Level and number of residents residing within a household.

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

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

Commission - The Public Utilities Commission of the State of Colorado

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NATURAL GAS RATES  
GAS SERVICE LOW-INCOME PROGRAM

Program Design

The CAP is a three-tiered benefit system that provides benefits to eligible low-income residential customers. The program consists of 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 Company credit will be applied to household monthly balances first, with LEAP credits being applied second.

Colorado Natural Gas will enroll eligible customers into the CAP Program who are enrolled in LEAP or qualified by Energy Outreach Colorado or the Colorado Energy Office. Participation in CAP one year does not guarantee the ability to participate in subsequent years, nor does participation in one year give participants priority in subsequent years.

Pursuant to 4 CCR 723-4-4412 the CAP will be implemented as customer information based on income levels is attained from the state LEAP office, Energy Outreach Colorado, or the Colorado Energy Office.

The following sections detail program specifics.

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Amended Advice Letter  
Number 123

/s/Kurt W. Adams  
Kurt W. Adams, President and Chief Executive Officer  
10825 E. Geddes Ave., Suite 410, Centennial, CO 80112

Issue Date October 31, 2022

Decision Number C22-0451

Effective Date November 1, 2022

Seventh Revised Sheet No. 29C  
Cancels Sixth Revised Sheet No. 29C

NATURAL GAS RATES  
GAS SERVICE LOW-INCOME PROGRAM

Household Tier Placement

Upon enrollment in the CAP and receipt of information from the Colorado State LEAP office, each eligible household will be placed into one of three benefit tiers based on a combination of the estimated gross annual income as a percentage of the Federal Poverty Level and the number of full-time residents that live within each household. The three benefit tiers are as follows:

Tier 1:

Households with an annual income at or below 75% of the Federal Poverty Level will be placed in the first benefit tier. Customers in this tier can have no more than 2% of income be deemed affordable for home heating costs.

Tier 2:

Households with an annual income exceeding 76% of the Federal Poverty Level but not exceeding 125% of the Federal Poverty Level will be placed in the second benefit tier. Customers in this tier can have no more than 2.5% of income be deemed affordable for home heating costs.

Tier 3:

Households with an annual income level that exceeds 126% of the Federal Poverty Level but does not exceed 200% of the Federal Poverty Level will be placed in the third benefit tier. Customers in this tier can have no more than 3% of income be deemed affordable for home heating costs.

Pursuant to 4 CCR 723-4-4412 (e) (VI) all LEAP and CAP enrollees may be enrolled in the levelized budget billing program. Customers may opt-out of the budget billing program at any time.

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Amended Advice Letter  
Number 123

/s/Kurt W. Adams  
Kurt W. Adams, President and Chief Executive Officer  
10825 E. Geddes Ave., Suite 410, Centennial, CO 80112

Issue Date October 31, 2022

Decision Number C22-0451

Effective Date November 1, 2022

NATURAL GAS RATES  
GAS SERVICE LOW-INCOME PROGRAM

Company Credit Calculation

A percentage-of-income plan threshold will be used to calculate a participant credit based on household burdens of:

- Household income at or below 75% of Federal Poverty Level - no more than 2% of estimated annual heating bill will be deemed affordable
- Household income exceeding 76% but at or below 125% of Federal Poverty Level - no more than 2.5% of estimated annual heating bill will be deemed affordable
- Household income exceeding 126% but at or below 200% of Federal Poverty Level - no more than 3% of estimated annual heating bill will be deemed affordable

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The Company shall be responsible for estimating an eligible participant's full annual bill for the purpose of determining the participant's credit.

Arrearage Credits

Pursuant to 4 CCR 723-4-4412(e) (VII), Arrearage credits shall be:

- a. Applied to pre-existing arrearages,
- b. Issued as a one-time credit on the customer's bill that reduce the participant's pre-existing arrearage to \$0.00 over a twelve (12) month period, and
- c. In compliance with the conditions outlined in the aforementioned Commission Rule.

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

CO PUC No. 2

1st Revised \_\_\_\_\_ Sheet No. 29E  
Original \_\_\_\_\_ Sheet No. 29E

NATURAL GAS RATES  
GAS SERVICE LOW-INCOME PROGRAM

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Advice Letter  
Number 65 \_\_\_\_\_ /s/ Timothy R. Johnston \_\_\_\_\_ Issue Date 10/31/2013  
Timothy R. Johnston, P.E., Vice President  
7810 Shaffer Parkway, #120, Littleton, CO 80127  
Decision Number C12-0696 \_\_\_\_\_ Effective Date 12/1/2013



COLORADO NATURAL GAS, INC.  
PO Box 270868  
Littleton, CO 80127

CO PUC No. 2

Cancel      Sixth Revised      Sheet No. 29F  
                 Fifth Revised      Sheet No. 29F

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(g) (II) 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(g) (II) (D) (i) (1) will be periodically adjusted to recover the costs associated with the program.

The Company began administering the program during the 2011-2012 season. Pursuant to 4 CCR 723-4-4412(g) (II) (C), below is a schedule of the dates and associated rates:

June 1, 2012 to May 31, 2013	\$0.25
June 1, 2013 to July 31, 2015	\$0.28
August 1, 2015 to June 30, 2017	\$0.21
July 1, 2017 to December 31, 2022	\$0.31
January 1, 2023 to current	\$1.00

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Advice Letter Number 124

/s/Kurt W. Adams

Issue Date November 21, 2022

Kurt W. Adams, President and Chief Executive Officer  
10825 E. Geddes Ave., Suite 410, Centennial, CO 80112

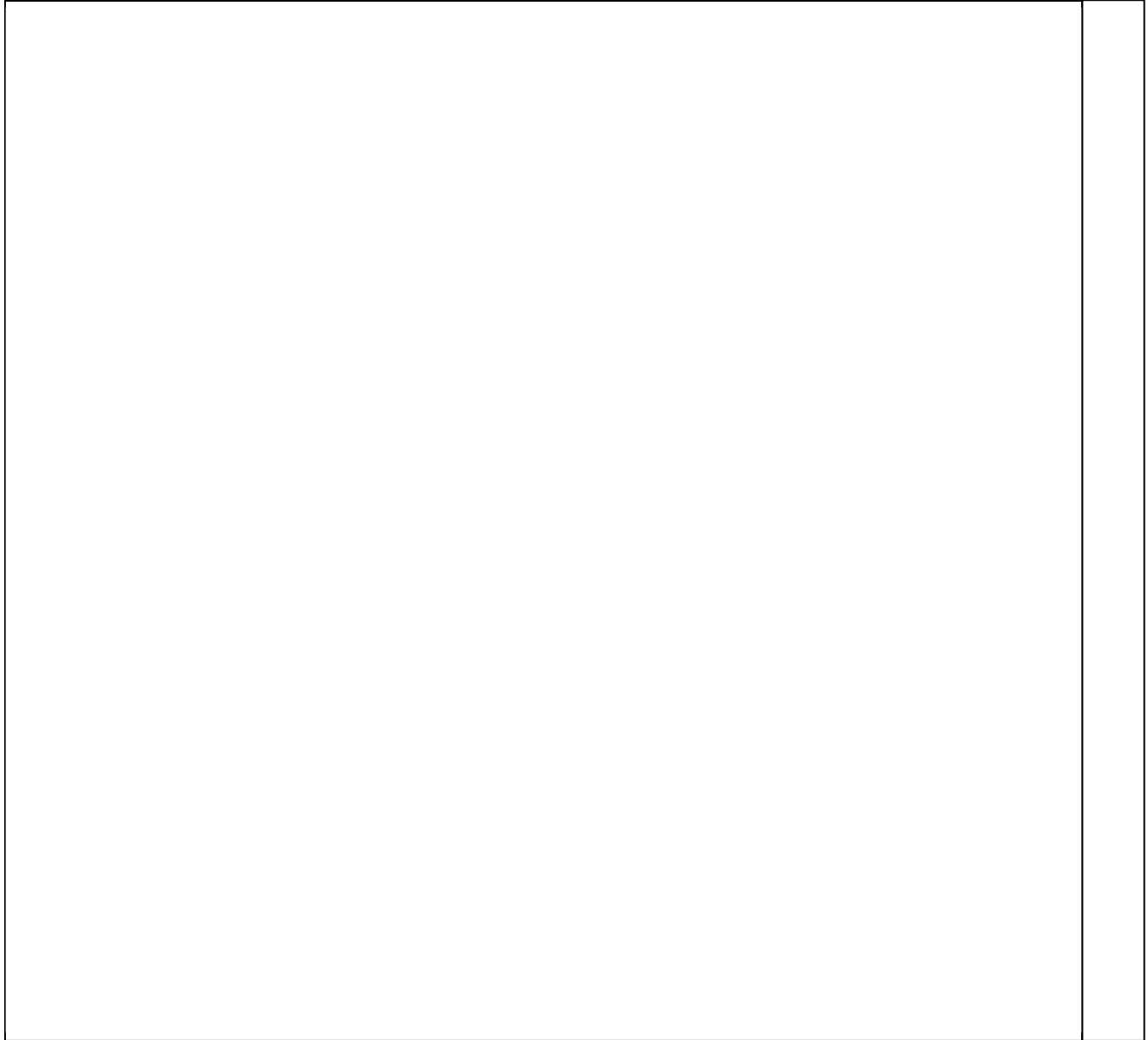
Decision Number \_\_\_\_\_

Effective Date January 1, 2023

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

**CO PUC No. 2**

Cancels Fifth Revised Sheet No. 30  
Fourth Revised Sheet No. 30



Advice Letter Number 113 /s/ Kurt W. Adams Issue Date: September 28, 2021  
Kurt W. Adams, President and Chief Executive Officer  
10825 E. Geddes Ave., Suite 410, Centennial, CO 80112  
Decision Number R21-0001 Effective Date: October 1, 2021

## **NATURAL GAS RATES ENERGY ASSISTANCE SYSTEM BENEFIT CHARGE (EASBC)**

The Energy Assistance System Benefit Charge (“EASBC”) is a mandatory, monthly charge collected from all customers unless a customer requests to opt-out or are otherwise exempted.

EASBC was passed in the 2021 Colorado House Bill 1105 and is codified in statutes at §40-87-104(2.5), C.R.S. to require the Company to bill and collect the EASBC monthly from customers per the approved schedule of charges set forth in this tariff.

EASBC financially contributes to low-income utility assistance that is administered and disbursed by Energy Outreach Colorado (“EOC”). Customers may call 1-866-HEAT-HELP for information on qualifying for low-income utility assistance.

Exemption from payment of this charge is permitted for Income-Qualified Customers and Customers that request removal (i.e., opt out) of the EASBC in accordance with 40-8.7-104, C.R.S. Upon receipt of a removal request, CNG will remove the EASBC from the bill on or before the next billing cycle.

### **DEFINITION**

#### Income-Qualified Customers

Income-Qualified Customers receive assistance from the Colorado Low-Income Energy Assistance Program (“LEAP”), are enrolled in the Company’s Customer Assistance Program (“CAP”) or are qualified by EOC to receive direct utility bill payment assistance from EOC or other applicable organizations.

#### **EASBC effective to all CNG customers**

<u>Effective On &amp; After</u>	<u>Rate Schedules</u>	<u>Monthly Charge</u>
October 1, 2023	ALL	**\$0.79

\*\*The monthly charge shall adjust annually each October 1, beginning in 2023, based on the annual percentage change in the published Index for July in the previous year and July in the current year. Index shall mean the U.S. Dept. of Labor’s Bureau of Labor Statistics Consumer Price Index for Denver-Aurora-Lakewood for all items and all urban consumers, or its successor index.

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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. R1  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

**RULES AND REGULATIONS  
APPLICABLE TO ALL NATURAL GAS SERVICES  
INDEX**

Sheet No.

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Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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APPLICABLE TO ALL NATURAL GAS SERVICES  
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Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. R3  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

**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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013





**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

DEFINITION OF TERMS – CONT'D

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

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

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

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

(b) Total Demand - "Total Demand" shall mean the maximum firm daily quantity of natural gas Company is obligated to deliver on any day to Customer and Customer is entitled to receive under all firm rate schedules cumulatively.

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

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

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

Advice Letter Number 67                      /s/ Timothy R. Johnston                      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

DEFINITION OF TERMS – CONT'D

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

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

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

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

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

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

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

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

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

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

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

Advice Letter Number 67                      /s/ Timothy R. Johnston                      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No.     2**

Cancels Original Sheet No. R7  
                                 Sheet No.         

**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

DEFINITION OF TERMS – CONT'D

Psia - Psia shall mean pressure in pounds per square inch absolute.

Psig - Psig shall mean pressure in pounds per square inch gauge.

Receipt Point(s) - The point(s) of interconnection between the facilities of the Company and the interconnecting party(s) wherein the Company receives gas, or any other contractual source(s) of gas supplies.

Receiving Party(s) - The party or parties that receive gas from Company at the Delivery Point(s).

Refund of Construction Payment - Amount of Construction Payment returned to customers or assignees by the Company.

Service Laterals - The supply pipe extending from the distribution main to and including the first valve or cock on the main side of the meter.

Standard Conditions - A standard temperature base of 60°F and a standard pressure base of 14.73 psia.

Advice Letter Number   67     /s/ Timothy R. Johnston   Issue Date   October 29, 2013  

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number   C13-1304  

Effective Date November 1, 2013

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

CO PUC No. 2

Cancel First Revised  
Original

Sheet No. R7A  
Sheet No. R7A

**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

DEFINITION OF TERMS – CONT'D

System - The pipelines, compressor stations, regulator stations, meters, gas processing facilities and other related facilities owned, leased or licensed by Company and utilized in providing sales and transportation services.

Therms – A unit of heat equivalent to 100,000 BTU.

Total Annual Quantity - The maximum quantity of natural gas Company is obligated to deliver to Customer and Customer is entitled to receive from Company during each Contract Year under all executed Service Agreements under which Customer purchases gas.

Year - A period of 365 consecutive days or 366 consecutive days if such period includes February 29, unless otherwise specified.

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**Colorado PUC E-Filings System**

Advice Letter Number 92

/s/ Kurt W. Adams

Issue Date: November , 2018

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972

Effective Date: December 1, 2018

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

**CO PUC No. 2**

Cancels Original  
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Sheet No. R8  
Sheet No. \_\_\_\_\_

**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

**BENEFIT OF SERVICE**

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

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

**CHOICE OF RATES**

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

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

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013





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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. R11  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

**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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

CO PUC No. 2

Cancels Original Sheet No. R12  
                         Sheet No.                 

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

CUSTOMER'S INSTALLATION – CONT'D

point of delivery, the Company must be notified reasonably in advance thereof as the proposed additions or alterations in order that the Company may first determine if the service desired is available and, if so, that the necessary changes in the Company's facilities may be arranged for and completed.

All gas piping and other natural gas equipment on the customer's side of the point of delivery will be furnished, installed and maintained at all times by the customer in conformity with good practice and with the requirements of the Standards of the National Board of Fire Underwriters for the Installation, Maintenance and Use of Piping, Appliances and Fittings for City Gas, any Municipal Ordinances or Codes. Company accepts no liability for injury or damage caused by defects in customer's piping or equipment.

No equipment or apparatus will be connected to Company's distribution system the operation of which may cause such an abnormal pressure variation in said system as to impair or endanger the natural gas service supplied to other customers on said system or to adversely affect operation of Company's metering or pressure regulating equipment. In the event that equipment having a high instantaneous demand such as a gas engine is to be connected, customer shall provide adequate pulsation or surge tank, shutoff valves and other protective devices as may be required by Company. Customer shall, in every case, confer with Company before any equipment or apparatus requiring extremely close regulation of pressure or quality of gas is connected to Company's distribution systems.

When the Company is required by order of properly constituted authorities to move or alter its existing distribution system, thereby necessitating a change in the location of the service lead and the point of delivery, the Company will designate a new point of delivery and bear the expense of relocation of Company facilities to that point, and customer, at his expense, will bring his piping to that new point of delivery.

Service will be delivered to the customer for each premises at one point of delivery designated by the Company. For the mutual protection of the customer and the Company, only authorized employees or agents of the Company are permitted to make connections between the Company's gas service and the customer's gas piping.

The Company reserves the right to require the customer to reimburse the Company for any cost due to a change in meters or other apparatus or in their location made at the request of the customer. Meters and other equipment of the Company will be removed or relocated only by employees or agents of the Company.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

COLORADO NATURAL GAS, INC.

P.O. Box 270868  
Littleton, CO 80127

CO PUC No. 2

Cancels Original

Sheet No. R13  
Sheet No.           

### RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

#### PROTECTION OF SUBSURFACE FACILITIES

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

#### LIABILITY

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

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

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

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

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. R14  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

**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.

Advice Letter Number 67      /s/ Timothy R. Johnston      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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Effective Date November 1, 2013

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

**CO PUC No. 2**

Original                      Sheet No. R15  
Cancels                      Sheet No.                     

**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

**DIVERSION OF NATURAL GAS**

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

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

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

**CO PUC No. 2**

First Revised \_\_\_\_\_ Sheet No. R17  
Cancels Original \_\_\_\_\_ Sheet No. R17

**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

ACCESS

An application for natural gas service, or Customer's receipt of Company's service, shall be deemed and construed as Applicant's or Customer's grant to Company and its authorized employees, agents, and contractors, of access, including ingress and egress, in, on, across, over, under, and through Applicant's or Customer's real property for the purpose of installing, operating, inspecting, testing, repairing, changing, removing, or abandoning in place Company's gas distribution system and for such other purposes incidental to Company providing natural gas service and preserving the safety and integrity of its gas distribution system. If an Applicant or Customer endeavors to divide its real property by sale or otherwise in such a manner that will restrict or impede Company's access to its gas distribution system, Applicant or Customer shall grant or reserve an easement for Company's benefit over such portion(s) of the divided real property as necessary for Company and its authorized employees, agents, and contractors to retain access to Company's gas distribution system.

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**Colorado PUC E-Filings System**

Advice Letter Number 92 /s/ Kurt W. Adams Issue Date November 28, 2018

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972 Effective Date: December 1, 2018

Cancels First Revised Sheet No. R18  
Original Sheet No. R18

**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

RESALE OF NATURAL GAS

Natural gas service supplied by the Company is for the exclusive use of the customer. Consequently, the customer will not be permitted by submetering, to determine a quantity of natural gas and resell the same as such to any other person or persons on the customer's premises or for use on any other premises. A master-metered customer may, however, check-meter tenants, lessees, or other persons to whom ultimately the natural gas is distributed for the purpose of reimbursing the master-metered customer by an appropriate allocation procedure. The Company reserves the right to refuse to furnish natural gas service to any customer where the purchase of such service is for the purpose of resale by customer to others. In the event natural gas is resold in conflict herewith, Company shall have the right to discontinue service to customer.

COMPLAINTS

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 1580 Logan St, OL2, Denver, CO, or by telephone at (303) 894-2070 or (800) 456-0858; by e-mail at the following address: [dora\\_puc\\_website@state.co.us](mailto:dora_puc_website@state.co.us); or through the Commission's website at: <https://puc.co.gov>. The Company will investigate promptly all complaints made by its customers and will keep a record of all written complaints which record will include: the name and address of the complainant, the date, the nature of the complaint, and the adjustment or disposition made thereof. This record will be kept at least two years after the date of the complaint.

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Advice Letter Number 118

/s/ Kurt W. Adams

Issue Date February 2, 2022

Kurt W. Adams, President and CEO  
10825 E. Geddes Ave. Suite 410, Centennial, CO 80112

Decision Number C21-0675

Effective Date February 5, 2022





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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. R20  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
STANDARDS**

MEASUREMENT OF SERVICE

Volume Determination

Gas volume determination shall be done by metering which conforms to appropriate industry standards or practices, or for gas received, by methods as agreed upon. Appropriate industry standards shall include but not be limited to the 1981 edition of AGA Report No. 7, Measurement of Fuel Gas by Turbine Meters. The Company may adopt any subsequent amendments in the exercise of its reasonable judgment.

New Measurement Techniques

If, at any time during the term hereof, a new standard method or technique is developed in the gas industry for gas measurement or the determination of the factors used in such measurement, the Company may substitute such new method or technique.

MEASUREMENT EQUIPMENT AND TESTING

Testing Equipment

The Company will provide such testing equipment and instrumentation as may be necessary to comply with the Rules and Regulations of The Public Utilities Commission of the State of Colorado. The Company shall operate such equipment with standard methods in general use in the natural gas industry. The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas measurement equipment.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

CO PUC No. 2

Cancels First Revised Sheet No. R21  
Original Sheet No. R21

**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
STANDARDS**

MEASUREMENT EQUIPMENT AND TESTING – CONT'D

Measurement Equipment

The Company will install, maintain, and operate, or cause to be installed, maintained, and operated, measuring stations equipped with flow meters and/or other necessary metering and measuring equipment by which the billing unit of gas received or delivered shall be determined. For gas receipts onto the Company's system the responsible party may be as agreed upon.

Accuracy and Routine Testing

The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas meters in use. All meters will be tested for accuracy of adjustment and registration before installation and shall be tested in accordance with the test schedule set forth herein.

**Colorado PUC E-Filings System**

Advice Letter Number 98 /s/ Kurt W. Adams Issue Date March 28, 2019

Kurt W. Adams, President and Chief Executive Officer  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R19-0219

Effective Date April 2, 2019

Cancels First Revised Sheet No. R22  
Original Sheet No. R22

**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
STANDARDS**

MEASUREMENT EQUIPMENT AND TESTING – CONT'D

<b>Meter Type</b>	<b>Capacity</b>	<b>Testing Frequency</b>	<b>Accuracy Standard</b>
Diaphragm	<0-500 cf/hour	6-10 year testing interval, depending on meter type and capacity, based on years of service. See Meter Sampling Program in Proceeding No. 18A-0810G	AQL will be not more than 6.5% of meters in the sample deviating from 100% accuracy by more than +/- 2%.
	>500 cf/hour	5 year testing interval after meter set date	Intest using Check test value. Acceptable meter accuracy 100% +/- 2%
Rotary	All in service meters	5 year testing interval after meter set date	Intest using Check test value. Acceptable meter accuracy 100% +/- 2%
Turbine	All in service meters	Spin test at one year intervals after meter set date.	Intest using Check test value. Acceptable meter accuracy 100% +/- 2%
		Flow tested at 5 year intervals after meter set date	

Testing upon Request

The Company, at any time, may test any of its meters. Upon written request of a customer, the Company will test the accuracy of the delivery meter installed at customer's premises free of charge if said meter has not been tested within the 12-month period just prior to such request. Any meter so tested will be considered accurate if the average accuracy of the meter is within 1% plus or minus.

Advice Letter Number 98 /s/ Kurt W. Adams Issue Date March 28, 2019  
Kurt W. Adams, President and Chief Executive Officer  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R19-0219 Effective Date April 2, 2019

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

CO PUC No. 2

Original \_\_\_\_\_ Sheet No. R23  
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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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No.** 2

Cancels \_\_\_\_\_ Original \_\_\_\_\_ Sheet No. R24  
\_\_\_\_\_ Sheet No. \_\_\_\_\_

**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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

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

**CO PUC No. 2**

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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.

Advice Letter Number 67      /s/ Timothy R. Johnston      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

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

**CO PUC No. 2**

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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 an 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, gravimeter, 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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

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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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

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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.

Advice Letter Number 67      /s/ Timothy R. Johnston      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

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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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

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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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

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Advice Letter Number 67      /s/ Timothy R. Johnston      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

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Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

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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.

Advice Letter Number 67      /s/ Timothy R. Johnston      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

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

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS

PLAN A - PERMANENT SERVICE

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

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

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

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

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

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS – CONT'D

PLAN A - PERMANENT SERVICE – CONT'D

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

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

CO PUC No. 2

Cancels Original Sheet No. R37  
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**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN  
EXTENSION POLICY**

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS – CONT'D

PLAN A - PERMANENT SERVICE – CONT'D

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

PLAN B - INDETERMINATE SERVICE

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

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

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**COLORADO NATURAL GAS, INC.**P.O. Box 270868  
Littleton, CO 80127**CO PUC No. 2**Cancels Original \_\_\_\_\_ Sheet No. R39  
\_\_\_\_\_ Sheet No. \_\_\_\_\_

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

**CALCULATION AND PAYMENTS OF REFUNDS**

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

Advice Letter Number 67/s/ Timothy R. JohnstonIssue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

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

CALCULATION AND PAYMENTS OF REFUNDS – CONT'D

PLAN A - PERMANENT SERVICE

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

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

CO PUC No. 2

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

CALCULATION AND PAYMENTS OF REFUNDS – CONT'D

PLAN A - PERMANENT SERVICE – CONT'D

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

PLAN B - INDETERMINATE SERVICE

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

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

CALCULATION AND PAYMENTS OF REFUNDS – CONT’D

PLAN C - TEMPORARY SERVICE

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

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

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

REINFORCEMENTS

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

Advice Letter Number   67     /s/ Timothy R. Johnston   Issue Date   October 29, 2013  

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number   C13-1304  

Effective Date   November 1, 2013

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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. R43  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

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

EXCEPTIONS

1. In situations where the extension is of such length and the prospective customer(s) revenue temporarily or permanently to be derived therefrom is so limited as to make it doubtful whether necessary fixed costs on the investment would be earned, Company reserves the right to require Applicant or Applicants to pay Company, in advance, all construction costs and, in addition, contract to pay Company annually an amount to cover the cost of depreciation, taxes, operation and maintenance of such facilities.

2. In situations involving extensions of considerable length, where the economics are improved by existing customers that would convert to natural gas service, the Company may provide service under the following conditions: individual construction payments will be based upon the estimated construction costs and the existing and potential customers units over a given time period not to exceed five (5) years. The estimated construction costs will include the cost of funds utilized during said time period. The extension will remain open until either the existing and potential units are connected or the time period used to estimate the Construction Payment has elapsed, whichever is longer. Construction Payments made in accordance with exception Number 2 will not be subject to refund.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

**CO PUC No. 2**

Original                      Sheet No. R44  
Cancels                      Sheet No.                     

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

APPLICABILITY LIMITATION

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

CONSTRUCTION ALLOWANCE BY SERVICE CLASS

<u>Service Class and Rate Schedule</u>	<u>Service Line Portion</u>	<u>Construction Allowance Main Line Portion</u>	
<b>Residential</b>			
Mountain Division.....	\$3,872	\$3,463	
Eastern Colorado Division.....	\$1,557	\$1,268	
<b>Commercial</b>			
Mountain Division .....	\$4,600		
\$81.56/Dekatherm			
Eastern Colorado Division .....	\$1,900		
\$24.30/Dekatherm			
<b>Large Commercial</b>			
Eastern Colorado Division .....	\$2,814		
\$24.30/Dekatherm			

**Transportation**

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

Advice Letter Number 97 /s/ Kurt W. Adams

Issue Date March 26, 2019

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO  
80127

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

Effective Date April 26, 2019

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

**CO PUC No. 2**

Original                      Sheet No. R46  
Cancels                      Sheet No.                     

### **OPTIONAL EXCESS FLOW VALVES**

Customers of record with new and replaced residential service lines serving a single residence will be notified of the availability for installation of an Excess Flow Valve (EFV) meeting Department of Transportation prescribed performance standards as well as the related safety benefits and costs thereof. (Title 49 CFR, Part 192.383) While the Company will install the EFV at the customer's request, it is the responsibility of the customer of record to pay all costs associated with the installation thereof. For customers requesting installation on a new or replacement residential service line, the cost of installation is as set forth on Sheet Nos. 8 and 13 of this tariff.

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

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

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

First Revised Sheet No. S1  
Cancels Original Sheet No. S1

**RULES AND REGULATIONS  
NATURAL GAS SALES AND SERVICE  
INDEX**

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Advice Letter Number 92 /s/ Kurt W. Adams Issue Date: November 28, 2018

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972 Effective Date: December 1, 2018

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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. S2  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

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

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

**DEFINITION**

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

**CLASSIFICATION OF SERVICE**

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

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

**SPECIAL RULES**

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

Advice Letter Number 67                      /s/ Timothy R. Johnston                      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. S3  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

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

SPECIAL RULES – CONT'D

Where three or more rooms in a private residence or apartment building are used as tenant sleeping rooms or are for rent, and the entire residence or apartment building is supplied through one meter, such residence or apartment building shall be classified as a commercial establishment and shall not be entitled to a residential schedule.

RESIDENTIAL DEPOSITS AND REFUNDS

Existing residential customers shall not be required to place a deposit with the Company, if the customer has a satisfactory credit record with the Company in accordance with (1) below. For this purpose an existing customer shall include customers who change location if service is initiated at a new location within thirty days of discontinuance of service at the old location and customer advises the Company prior to discontinuance at the old location of intent to take service at the new location.

Applicants for residential service who are divorced or widowed and whose former spouse met the above requirements shall not be required to place a deposit with the Company. Applicants who are divorced or widowed and whose former spouse had a satisfactory credit record with the Company in accordance with (1) below shall be deemed to have a satisfactory credit record with the Company themselves and shall not be required to make a deposit.

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

RESIDENTIAL DEPOSITS AND REFUNDS – CONT'D

The following apply to all new Applicants for Residential Service, including former customers who have had their service discontinued.

(1) Applicants who previously received service from Company for at least nine consecutive months within the last three years and who maintained a “satisfactory credit record” during the most recent nine consecutive months of such service will not be required to make a residential deposit. A “satisfactory credit record” means (i) no discontinuance of service during the most recent nine consecutive months of previous service or (ii) if service was not discontinued, less than three bills paid after the due date.

(2) Applicants who do not meet the above requirements will be required to deposit with Company an amount equal to customer’s estimate of an average 90-days’ winter bill for the subject location, which will be based on actual previous winter usage for the subject location whenever possible or Company’s approximation thereof. 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 if service is discontinued.

(3) Company will process a credit check on Applicants who have not received service from Company in the past five years to determine if a deposit is required. If the results of the credit check are not satisfactory to Company, at its discretion, a deposit may be required. If a deposit is required, it will be based on an average 90-days’ winter bill for the subject location, which will be based on actual previous winter usage for the subject location whenever possible or Company’s approximation thereof. 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 if service is discontinued.

(4) Company will refund customer’s deposit so long as customer has received service from Company within the most recent consecutive twelve-month period and Company has not notified customer of service discontinuation within that same period. Thereafter, if any deposit remains, Company will review customer’s account on an annual basis or upon customer’s written request to determine if customer is eligible for a deposit refund. Deposits may be refunded only after all outstanding amounts on customer’s account are paid in full.

(5) Interest on deposits accrues at a rate of 4.93% per annum or at such interest rate ordered by the Commission at any time. If there is a change in interest rate, the interest will accrue at the new rate as of the effective date ordered by the Commission. Company will pay to customer the deposit interest on an annual basis or upon customer’s written request and such payment will be made either by check or as a credit on customer’s account.

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Cancels First Revised  
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Sheet No. S5  
Sheet No. S5

**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.

(7) The Company shall not require a deposit from an applicant for service or service restoration who was a participant in LEAP or another low-income program in 4 CCR 723-723-4-4412 during the last 12 months.

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

RESIDENTIAL DEPOSITS AND REFUNDS – CONT'D

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

(I) Monies shall be deemed unclaimed and presumed abandoned when left with the Company for more than two years after termination of the services for which the cash deposit or the construction advance was made or when left with the utility for more than two years after the cash deposit or the construction advance becomes payable to the customer pursuant to a final Commission order establishing the terms and conditions for the return of such deposit or advance and the utility has made reasonable efforts to locate the customer.

(II) Interest on a cash deposit shall accrue at the rate established pursuant to Section 4 of this Rule commencing on the date on which the utility receives the cash deposit and ending on the date on which the cash deposit is paid to the energy assistance organization. If the Company does not pay the unclaimed cash deposit to the energy assistance organization within four months of the date on which the unclaimed cash deposition is deemed to be unclaimed or abandoned, then at the conclusion of the four-month period, interest shall accrue on the unclaimed cash deposit at the rate established pursuant to Section 4 of this Rule plus 6%.

(III) If payable under the Company's line extension tariff provisions, interest on a construction advance shall accrue at the rate established pursuant to Section 4 of this Rule commencing on the date on which the construction advance is deemed to be owed to the customer pursuant to the Company's extension policy and ending on the date on which the construction advance is paid to the energy assistance organization. If the Company does not pay the unclaimed construction advance to the energy assistance organization within four months of the date on which the unclaimed construction advance is deemed to be unclaimed or abandoned, then at the conclusion of the four-month period, interest shall accrue on the unclaimed construction advance at the rate established pursuant to Section 4 of this Rule plus 6%.

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

**CO PUC No. 2**

Cancels First Revised Sheet No. S6  
Original Sheet No. S6

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

DISCONTINUANCE OF SERVICE BY COMPANY – RESIDENTIAL

The discontinuance of service shall be handled in accordance with Commission Rule 4 CCR 723-4 4407. Service shall not be discontinued for any past due amount that is less than fifty dollars (\$50). 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. Or if it is outside the hours of 8:00 A.M. and 4:00 P.M.

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The Company shall postpone service discontinuance to a residential customer on any day when the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature will be 32 degrees Fahrenheit (32F) or lower at any time during the following 24 hours, or during any additional period in which utility personnel will not be available to restore utility service in accordance with rule 4409.

Medical certificates: The Company shall postpone service discontinuance to a residential customer for 90 days from the date of a medical certificate issued by a Colorado-licensed physician, health care practitioner acting under a physician's authority, or health care practitioner licensed to prescribe and treat patients which evidences that service discontinuance will aggravate an existing medical emergency or create a medical emergency for the customer or a permanent resident of the customer's household. A customer may invoke this subparagraph only once in any twelve consecutive months. Medical certificates will be handled in accordance with Commission Rule 4 CCR 723-4 4407.

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ANNUAL REPORT

The Company shall file an annual report March 1<sup>st</sup> of each calendar year covering the prior calendar year using the form provided by the Commission in accordance with Commission Rule 4 CCR 723-4 4407(g).

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NOTICE OF DISCONTINUANCE OF SERVICE BY COMPANY – RESIDENTIAL

The notice of discontinuance of service shall be handled in accordance with Commission Rule 4 CCR 723-4 4408.

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Advice Letter Number 118

/s/ Kurt W. Adams

Issue Date February 2, 2022

Kurt W. Adams, President and CEO  
10825 E. Geddes Ave. Suite 410, Centennial, CO 80112

Decision Number C21-0675

Effective Date February 5, 2022

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

RESTORATION OF SERVICE – RESIDENTIAL

As a condition for restoration of service, customer shall be in compliance with these General Terms and Conditions and all ordinances, statutes, and other lawful regulations that apply to customer's natural gas service.

(1) If service was discontinued due to customer's failure to pay, or make arrangements to pay, for services rendered, Company will make commercially reasonable efforts to restore service to customer, within the timeframe set forth below, upon (a) customer's agreement to make payments on an installment plan or under a budget billing arrangement, (b) Company's receipt of customer's first full payment under the installment plan or budget billing arrangement, (c) Company's receipt of all applicable collection and restoration charges, and (d) Company's receipt of full payment of any required deposits, (e) a customer may enter into an installment payment plan up to 12 months, but may be extended 24 months if warranted by extraordinary circumstances, (f) present a medical certification.

(2) If service was discontinued due to customer's failure to pay any amount due under its installment plan or budget billing arrangement, Company will make commercially reasonable efforts to restore service, within the timeframe set forth below, upon (a) Company's receipt of full payment of all amounts due on customer's account, (b) Company's receipt of all applicable collection and restoration charges, and (c) Company's receipt of full payment of any required deposits.

Where service has been discontinued in accordance with these General Terms and Conditions, Company will endeavor to restore service to customer within CO rules 4 CCR 723-4-4409 upon Company's verification that customer has remedied the cause for discontinuance and otherwise satisfies the terms for restoration, unless otherwise safety concerns or exigent circumstances prevent restoration, such as the customer or their designee not being at the premises at the time scheduled for restoration. The company shall restore service to a customer who has completed an action within Rule 4 CCR 723-4-4409 within 24 hours or within 12 hours if the customer pays applicable after-hours charges and fees established in tariffs. The company will exercise its best efforts to restore service for customers meeting requirements of the above paragraph on the same day of a service discontinuance. If the time of Company's restoration of service is outside of Company's normal business hours or falls on a federal holiday or weekend, Company may charge to customer's account relevant fees set forth on Sheet 17. The Company must resolve doubts as to whether a customer has met the requirements for service restoration in favor of restoration.

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Advice Letter Number 118

/s/ Kurt W. Adams

Issue Date: February 2, 2022

Kurt W. Adams, President and CEO  
10825 E. Geddes Ave. Suite 410, Centennial, CO 80112

Decision Number C21-0675

Effective Date: February 5, 2022

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Original

Sheet No. S8  
Sheet No. S8

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

BUDGET BILLING PLAN

Customers served under Residential/Small Commercial/Agricultural service rates that 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. The monthly fixed amount will be calculated using the last twelve (12) months of total charges and dividing by eleven (11). 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 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. A payment plan can be setup upon request by the customer, if necessary. 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.

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Advice Letter Number 81

/s/ Kurt W. Adams

Issue Date March 17, 2016

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date April 17, 2016

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

**CO PUC No. 2**

Cancels First Revised Sheet No. S9  
Original Sheet No. S9

**GENERAL TERMS AND CONDITIONS  
NATURAL GAS SALES AND SERVICE  
COMMERCIAL**

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

DEFINITION

Any establishment engaged in the operation of a business, whether or not for profit, shall be considered as commercial in nature. Such establishments include, without limitation, 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, and facilities engaging in manufacturing, agriculture, livestock production, mining, oil and gas extraction, construction, communication, transportation, etc.

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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.

**Colorado PUC E-Filings System**

Advice Letter Number 92 /s/ Kurt W. Adams Issue Date: November 28, 2018

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972 Effective Date: December 1, 2018

Cancels First Revised Sheet No. S10  
Original Sheet No. S10

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

#### COMMERCIAL DEPOSITS AND REFUNDS

A first-time Applicant for Commercial Service must deposit with Company an amount equal to Company's estimate of an average 90-days' winter bill for the subject location, which will be based on actual previous winter usage for the subject location whenever possible or Company's approximation thereof. An Applicant who is a former customer of Company but who did not receive Commercial Service for at least 24 months within the last three years shall be deemed a first-time Applicant. A former Commercial Service customer of Company who previously received service at least 24 months within the last three years with a "satisfactory payment record", will not be required to make a deposit. Any Applicant for Commercial Service at one or more additional locations must deposit Company an amount equal to Company's estimate of an average 90-days' winter bill for each of the new locations unless they have maintained a "satisfactory payment record" on all of their other Commercial Service accounts. Any time a customer changes location, Company will review their payment record on all their accounts, and if it is not satisfactory, Company may require a deposit not to exceed an estimated average 90-days' winter bill at the new location, or Company's approximation thereof. A "satisfactory payment record" means no discontinuance of service for nonpayment, and not more than two payments past due on any account during the most recent 12-month period. The above deposit requirements are subject to the following considerations:

(1) Company may accept a surety bond or an irrevocable letter of credit from a financial institution acceptable to Company in lieu of a deposit; provided that the surety bond or letter of credit is issued (i) for the amount of the required deposit; and (ii) for at least a two-year period. If 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) Company may process a credit check on Applicants for Commercial Service. If the results of the credit check are not satisfactory to Company, at its discretion, a deposit may be required. If a deposit is required, it will be based on an average 90-days' winter bill for the subject location, which will be based on actual previous winter usage for the subject location whenever possible or Company's approximation thereof. 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 if service is discontinued.

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Colorado PUC E-Filings System

Advice Letter Number 92

/s/ Kurt W. Adams

Issue Date: November 28, 2018

Kurt W. Adams, President and CEO  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number R18-0972

Effective Date: December 1, 2018

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Cancels Original  
  

Sheet No. S11  
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<p><b>GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE COMMERCIAL</b></p> <p><u>COMMERCIAL DEPOSITS AND REFUNDS – CONT'D</u></p> <p>If such report indicates that all bills equal to or greater than the total monthly estimated gas bills are paid within sixty days of receipt, the deposit will not be required. This option is not available when the applicant has other commercial account(s) with the Company on which satisfactory payment history has not been established.</p> <p>If the service location should have a commercial gas classification, and has two residential electric meters or one electric meter being billed as two residential living units, the service will be considered as residential class, only for the purpose of determining if a deposit is required.</p> <p>An existing commercial customer whose service is terminated for nonpayment will be required to make a deposit or an additional deposit prior to restoration of service, but the total deposit shall not exceed an estimated ninety days' bill. At any time an existing customer receives a fourth Notice of Discontinuance within the most recent six months' period, the customer will be subject to the deposit requirements as described herein. Customer deposits will be required in cases involving subterfuge.</p> <p>All commercial customers adjudicated bankrupt or under reorganization by Court order will be required to make a deposit in accordance with these rules or as may be ordered by the Court.</p> <p>Any customer deposit as required hereunder shall not be considered as advance payment or partial payment of any bill for service and shall not be transferable to another customer. The deposit is security for payment of service to be applied against unpaid bills only in the event service for the account on which the deposit was being held as security is discontinued. Customer deposits for commercial accounts will be retained by the Company for a minimum period of two years or until service is discontinued, if sooner than two years.</p>	
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Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

**GENERAL TERMS AND CONDITIONS  
NATURAL GAS SALES AND SERVICE  
COMMERCIAL**

COMMERCIAL DEPOSITS AND REFUNDS – CONT'D

Refunds of commercial deposits will be made at any time following the two-year retention period in which the customer's most recent twelve months' history indicates that service has not been discontinued for nonpayment and not more than two Notices of Discontinuance have been mailed during the most recent twelve months' period of which none were mailed within the most recent six months. Refunds will otherwise be made only at such time as service is discontinued and all outstanding bills have been paid.

Interest at the rate of 4.93 percent per annum shall be paid 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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DISCONTINUANCE OF SERVICE BY COMPANY - COMMERCIAL

Company may discontinue service upon not less than fifteen days' written notice to customer of Company's intention to discontinue service:

(1) If customer fails to pay, or make arrangements for payment of, bills for service rendered as provided in these rules.

(2) If customer fails to comply with Company's rules and regulations after due notice of such failure is given by Company and reasonable time is allowed for compliance.

(3) If customer's use of service is detrimental to the natural gas service being furnished by Company to other customers in the immediate vicinity or supplied from the same distribution system.

Discontinuance of service in accordance with (1) above shall not occur until Company has made a reasonable effort to give notice of the proposed discontinuance by telephone to the customer.



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

**CO PUC No. 2**

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Sheet No. S13  
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**GENERAL TERMS AND CONDITIONS  
NATURAL GAS SALES AND SERVICE  
COMMERCIAL**

DISCONTINUANCE OF SERVICE BY COMPANY – COMMERCIAL – CONT'D

Reasonable effort shall consist of, in addition to a mailed notice of discontinuance 12 days in advance of the disconnect, 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.

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Discontinuance of service in accordance with (1) above shall also not occur if: for any past due amount that is less than fifty dollars (\$50), the 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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Advice Letter Number 118

/s/ Kurt W. Adams  
Kurt W. Adams, President and CEO  
10825 E. Geddes Ave. Suite 410. Centennial, CO 80122

Issue Date February 2, 2022

Decision Number C21-0675

Effective Date February 5, 2022

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

**CO PUC No. 2**

Cancels First Revised  
Original

Sheet No. S14  
Sheet No. S14

**GENERAL TERMS AND CONDITIONS  
NATURAL GAS SALES AND SERVICE  
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 notices 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. It is outside the hours of 8:00 A.M and 4:00 P.M.

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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Advice Letter Number 118

/s/Kurt W. Adams

Issue Date February 2, 2022

Kurt W. Adams, President and CEO  
10825 E. Geddes Ave. Suite 410, Centennial, CO 80122

Decision Number C21-0675

Effective Date February 5, 2022

**GENERAL TERMS AND CONDITIONS  
NATURAL GAS SALES AND  
SERVICE COMMERCIAL**

DISCONTINUANCE OF SERVICE BY COMPANY – COMMERCIAL – CONT'D

(2) If 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. 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 Company and the original cause for the discontinuance has not been cured.

NOTICE OF DISCONTINUANCE OF SERVICE BY COMPANY – COMMERCIAL

The notice of discontinuance of service shall be handled in accordance with Commission Rule 4 CCR 723-4 4408.

RESTORATION OF SERVICE – COMMERCIAL

As a condition for restoration of service, customer shall be in compliance with these General Terms and Conditions and all ordinances, statutes, and other lawful regulations applicable to customer's natural gas service. All safety concerns must be adequately addressed prior to restoration.

(1) If service was discontinued due to customer's failure to pay, or make arrangements to pay, for services rendered, Company will make commercially reasonable efforts to restore service to customer, within the timeframe set forth below, upon (a) Company's receipt of payment equal to at least one-half of all amounts due for services rendered, (b) Company's receipt of all applicable collection and restoration charges, (c) Company's receipt of full payment of any required deposits, and (d) customer's agreement to make monthly installment payments for the remaining account balance over a period not to exceed three months.

(2) If service was discontinued due to customer's failure to pay any amount due under its installment payment plan, Company will make commercially reasonable efforts to restore service, within the timeframe set forth below, upon (a) Company's receipt of full payment of all amounts due on customer's account, (b) Company's receipt of all applicable collection and restoration charges, and (c) Company's receipt of full payment of any required deposits.

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Sheet No. S16  
Sheet No. \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS  
NATURAL GAS SALES AND  
SERVICE COMMERCIAL**

RESTORATION OF SERVICE – COMMERCIAL – CONT'D

Where service has been discontinued in accordance with these General Terms and Conditions, Company will endeavor to restore service to customer within CO rules 4 CCR 723-4-4409 upon Company's verification that customer has remedied the cause for discontinuance and otherwise satisfies the terms for restoration, unless otherwise safety concerns or exigent circumstances prevent restoration, such as the customer or their designee not being at the premises at the time scheduled for restoration. The company shall restore service to a customer who has completed an action within Rule 4 CCR 723-4-4409 within 24 hours or within 12 hours if the customer pays applicable after-hours charges and fees established in tariffs. The company will exercise its best efforts to restore service for customers meeting requirements of the above paragraph on the same day of a service discontinuance. If the time of Company's restoration of service is outside of Company's normal business hours or falls on a federal holiday or weekend, Company may charge to customer's account relevant fees set forth on Sheet 17. The Company must resolve doubts as to whether a customer has met the requirements for service restoration in favor of restoration.

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Advice Letter Number 118

/s/ Kurt W. Adams

Issue Date: February 2, 2022

Kurt W. Adams, President and CEO  
10825 E. Geddes Ave. Suite 410, Centennial, CO 80122

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

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**GAS TRANSPORTATION TERMS AND CONDITIONS  
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Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
 7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013







**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No.** 2

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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.

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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## **GAS TRANSPORTATION TERMS AND CONDITIONS**

### DEFINITION OF TERMS- CONT'D

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

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

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

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

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

MMBtu. One million Btu.

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

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

Advice Letter Number  67  /s/ Timothy R. Johnston Issue Date  October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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

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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.

Advice Letter Number     67                     /s/ Timothy R. Johnston                 Issue Date        October 29, 2013      
  Timothy R. Johnston, Executive Vice President  
  7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

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Sheet No. \_\_\_\_\_

**GAS TRANSPORTATION TERMS AND CONDITIONS**

SHIPPER'S RESPONSIBILITY

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

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

NOMINATIONS

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

Advice Letter Number 67                      /s/ Timothy R. Johnston                      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013







**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No.     2**

Original            Sheet No. T13  
Cancels            Sheet No.       

**GAS TRANSPORTATION TERMS AND CONDITIONS**

**NOMINATIONS – CONT'D**

**Nomination Confirmations.**

Nominations made in accordance with the above procedures will not become effective until Company has confirmed the nominated receipts with the Interconnecting Party(s). Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supply to Company.

Any discrepancy in Nominations that cannot be resolved shall result in Shipper receiving the lesser of these two quantities: Shipper's Nominations to Company or Interconnecting Party(s) confirmation.

**Nomination Changes By Company.**

If, on any day, Company determines that there is an under delivery of natural gas into Company's System from an Interconnecting Party(s), Company shall have the right to make adjustments to Shipper's Nominations to more accurately reflect actual deliveries of supply into Company's System.

**ALLOCATIONS**

Unless otherwise agreed, allocations at the Company's Receipt Point(s), less Fuel Reimbursement, will be based on the lower of the three; (i) Nominations to Company or (ii) confirmed Nominations or (iii) Allocations provided by Interconnecting Party(s). The difference between allocation, less Fuel Reimbursement at the Receipt Point(s) and daily measurement determinations at the Delivery Point(s) will be considered the Imbalance. Delivery Point allocations and Imbalances will be determined by Company on a daily basis or otherwise specified. Imbalance Resolution Gas shall be deemed last through the meter in determining the amount of a Shipper's Imbalance.

Advice Letter Number   67   /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number  C13-1304  Effective Date November 1, 2013

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

CO PUC No. 2

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## **GAS TRANSPORTATION TERMS AND CONDITIONS**

### DETERMINATION OF QUANTITIES TRANSPORTED

Quantity determinations shall be done in accordance with Company's Rules and Regulations for Natural Gas Service, and Quantities will be apportioned in Gas Day increments. Determinations may be adjusted by Supply Curtailments or other restriction. Quantities consumed in excess of confirmed Nominations or allocations during any restricted period will be sold to the Shipper at the appropriate Backup Supply Sales Charge up to that quantity permitted under Service Agreement or, if above those quantities, at the Unauthorized Overrun Commodity Sales Charge. Sales quantities consumed during any such restricted period shall not be made up through Imbalance provisions. Shipper agrees to accept the accounting by Company of daily quantities of Shipper's Gas received by Company.

### IMBALANCE PROVISION

Shipper shall every effort to manage daily receipts of Shipper's Gas and deliveries to the Receiving Party(s) so that the Imbalance(s) at the end of each Month, including any Imbalance(s) carried forward from the previous Month, are as close to zero as practicable. Determination of such Imbalance(s) will be made after adjusting for Fuel Reimbursement.

Imbalance(s) remaining at the end of a billing period will be brought within five percent (5%) of actual usage within the subsequent billing period. If at the end of the subsequent billing period the imbalance is greater than five percent (5%), then Shipper shall be subject to the Over and Under Delivery provisions of this tariff and the Imbalance shall be brought to five percent (5%). If at the end of the subsequent billing period, the Imbalance is within five percent (5%), excluding Imbalance for current Month, the Imbalance shall be added to the current month's imbalance and carried forward into the following Month.

Company may enter into special Imbalance Agreements with Shipper that take into consideration special unique circumstances.

Advice Letter Number 67                      /s/ Timothy R. Johnston                      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

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**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

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Original \_\_\_\_\_ Sheet No. T17  
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**GAS TRANSPORTATION TERMS AND CONDITIONS**

BALANCING UPON TERMINATION

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

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

IMBALANCES DUE TO MEASUREMENT OR NOMINATION ENTRY ERROR

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

FAILURE OF SHIPPER'S SUPPLY

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

Advice Letter Number 67      /s/ Timothy R. Johnston      Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

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Sheet No. T18  
Sheet No. \_\_\_\_\_

**GAS TRANSPORTATION TERMS AND CONDITIONS**

SUPPLY CURTAILMENTS

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

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

OPERATIONAL FLOW ORDER

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

Advice Letter Number 67

/s/ Timothy R. Johnston

Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. T19  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

## **GAS TRANSPORTATION TERMS AND CONDITIONS**

### OPERATIONAL FLOW ORDER (continued)

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

### CAPACITY INTERRUPTIONS

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

### PRIORITY OF SERVICE

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013









**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.



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

CO PUC No. 2

Original \_\_\_\_\_ Sheet No. T25  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

## **GAS TRANSPORTATION TERMS AND CONDITIONS**

### FORCE MAJEURE - Cont'd

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

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

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

### LIABILITY

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

CO PUC No. 2

Cancels Original Sheet No. T27  
Sheet No.

COLORADO NATURAL GAS INC. STANDARD FORM OF REQUEST FOR GAS TRANSPORTATION SERVICE	
Anticipated Date for Service to Commence: _____ Anticipated Date for Service to Terminate: _____	
Supplier(s): _____ Mailing Address: _____ Contact Name: _____ Telephone and Fax #s: _____ Pipeline: _____ Pipeline Company Document #s: _____	
Transportation Receipt Points:	On-Peak/Demand Qty
Nominating Agent: _____ Mailing Address: _____ Contact Name: _____ Telephone and Fax #s: _____	
Submitted by: _____ Name: _____ Title: _____	
CNG Use Only: Approved: _____ Name: _____ Title: _____ Date: _____	

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

CO PUC No. 2

Cancels Original Sheet No. T28  
Sheet No. \_\_\_\_\_

COLORADO NATURAL GAS INC.  
STANDARD FORM OF REQUEST FOR  
GAS TRANSPORTATION SERVICE

Document Number: \_\_\_\_\_  
Date: \_\_\_\_\_

Shipper: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Notice Address: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone and Fax #s: \_\_\_\_\_  
Tax ID#: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Emergency Contacts:	Telephone #
During Business Hours: 1) _____	1) _____
2) _____	2) _____
3) _____	3) _____
After Business Hours: 1) _____	1) _____
2) _____	2) _____
3) _____	3) _____

Type of Service Requested: \_\_\_\_\_

Receiving Party: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone and Fax #s: \_\_\_\_\_  
Maximum and Minimum Delivery Pressures Acceptable: \_\_\_\_\_/\_\_\_\_\_  
Annual Delivery Quantity - Dekatherms: \_\_\_\_\_  
Firm Capacity Peak Day or On-Peak Demand Quantity: \_\_\_\_\_  
Firm Backup Supply Quantity: \_\_\_\_\_

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

**CO PUC No. 2**

**Cancels** Original **Sheet No. T31**  
**Sheet No. \_\_\_\_\_**

FIRM 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: In the event Shipper no longer requires Firm Transportation service and Receiving Party obtains alternate transportation service or converts to an alternate fuel prior to the end of the Contract Period, or any subsequent Contract Period, Shipper shall pay Company a termination charge equal to the Firm Supply Reservation Charge and the Firm Capacity Charge, if applicable, multiplied by the number of months remaining in any Contract Period.

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

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013











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   67  

  /s/ Timothy R. Johnston  

Issue Date   October 29, 2013  

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number   C13-1304  

Effective Date   November 1, 2013



**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 67 /s/ Timothy R. Johnston Issue Date October 29, 2013  
Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304 Effective Date November 1, 2013

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

**CO PUC No. 2**

Cancels Original Sheet No. T39  
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 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013

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

**CO PUC No. 2**

**Cancels Original Sheet No. T40**  
**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 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013





**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   67   /s/ Timothy R. Johnston Issue Date October 29, 2013  
Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number   C13-1304   Effective Date November 1, 2013



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

**CO PUC No. 2**

Cancels Original Sheet No. T44  
                   Sheet No.       

Name:

Title:

Phone Number:

Upon termination of this Agency Agreement, the GTSA shall become subject to the scheduling and balancing provisions of Company's Gas Transportation Tariff, and Receiving Shipper shall make arrangements to resume nominations to ensure appropriate quantities are nominated and scheduled under the GTSA.

Authorized by  
Receiving Shipper:

Accepted by  
Shipper's Agent:

Aggregate Balancing. In addition to the responsibilities of nomination and scheduling set forth in the foregoing paragraph, Receiving Shipper hereby authorizes Shipper's Agent to resolve gas transportation imbalances incurred under the GTSA on Receiving Shipper's behalf by combining any and all such imbalances with imbalances incurred for similar time periods under other gas transportation service agreement(s) between Company and Shipper's Agent, or other Receiving Parties that similarly have designated Shipper's Agent as agent for purposes of managing gas transportation imbalances. Receiving Shipper acknowledges and agrees that Company's reporting of gas transportation imbalances for the GTSA will not reflect Receiving Shipper's share of the gas transportation imbalances attributable to Shipper's Agent on an aggregate basis. In the event this Agency Agreement is revoked or terminated and any Imbalance incurred pursuant to the terms hereof remain outstanding and Shipper's Agent fails to resolve such Imbalance, such outstanding Imbalance shall be allocated on a pro rata basis to all Service Agreements, including the GTSA, for which Shipper's Agent was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities under of such Service Agreement during the period in which such Imbalance arose. In the event any invoiced amounts due by Shipper's Agent for charges, cashouts or penalties incurred as a result of Shipper's Agent responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated among such Service Agreements on the same pro rata basis as provided herein for allocating Imbalance quantities. A Receiving Shipper electing Aggregate Balancing acknowledges that, to the extent the GTSA provides for gas transportation from specific Receipt Point(s) at charges at less than the standard rates and charges applicable under Company's tariff (i.e., a path-specific discount), Company's standard gas transportation rates and charges shall apply.

Authorized by  
Receiving Shipper:

Accepted by  
Shipper's Agent:

Advice Letter Number 67 /s/ Timothy R. Johnston Issue Date October 29, 2013

Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013



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

CO PUC No. 2

Original \_\_\_\_\_  
Cancels \_\_\_\_\_  
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 67                  /s/ Timothy R. Johnston                  Issue Date October 29, 2013  
Timothy R. Johnston, Executive Vice President  
7810 Shaffer Parkway, Ste.120, Littleton, CO 80127

Decision Number C13-1304

Effective Date November 1, 2013