



May 31, 2019

Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Attention: Ms. Kimberly D. Bose, Secretary

Re: Billing and Payment Update;  
Colorado Interstate Gas Company, L.L.C.;  
Docket No. RP19-

Commissioners:

Colorado Interstate Gas Company, L.L.C. ("CIG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff record listed below for inclusion in CIG's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"):

Part IV: GT&C Section 12 Billing and Payment Version 6.0.0

Proposed with an effective date of July 1, 2019, this tariff record proposes to include a tolerance for *de minimis* interest amounts associated with overdue invoices.

### **Reason for Filing**

General Terms and Conditions ("GT&C") Section 12 of CIG's Tariff identifies the timing applicable to payments by customers. In the event a shipper does not submit payment of their invoice timely, a late charge on the unpaid balance accrues at the Commission-approved interest rate from the payment due date to the date of actual payment.

On invoices for smaller amounts or when payment is received following a minor delay, the late charge can be minimal. Though minimal, such interest amounts can result in an administrative burden for shippers as well as for CIG. As a result, CIG is proposing to update GT&C Section 12 to include a tolerance for late charge amounts less than \$10. Therefore, if a customer incurs a late charge that accrues to less than \$10, CIG would not invoice the customer for payment on that late charge amount. As such, the late charge would not be reflected on the shipper's account. Accordingly, CIG will continue to maintain its reasonable billing practices and assess late charges (as necessary) when such charges exceed the proposed tolerance level. However, the tolerance level will relieve administrative burden and allow the parties to focus on more essential

commercial discussions without the need to address *de minimis* late charge amounts.

### **Description of Filing**

This filing is being made in accordance with the provisions of Subpart C of Part 154 of the Commission's regulations and is proposing revisions to certain tariff provisions, as described below.

CIG is proposing to update the billing and payment procedures found in Part IV, Section 12<sup>1</sup> by including a provision for a \$10 tolerance level for late charge amounts.

### **Section 154.204 Discussion**

Pursuant to Section 154.204 of the Commission's regulations, CIG states the following:

- a) CIG does not anticipate any increase in revenues or costs as a result of this tariff filing.
- b) CIG is not aware of any other filing pending with the Commission that may significantly affect this filing.

### **Procedural Matters**

Inasmuch as this filing is fully described herein, the statement of the nature, the reasons and the basis for the instant tariff filing required by 18 C.F.R. § 154.7(a)(6) (2018) of the Commission's regulations is omitted.

In accordance with the applicable provisions of Part 154 of the Commission's regulations, CIG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter; and
- b) clean and marked versions of the tariff record in PDF format.

CIG respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective July 1, 2019, which is not less than 30 days following the date of this filing. With respect to any tariff provisions the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff provisions in to effect at the end of the suspension period.

---

<sup>1</sup> The proposed tariff record also reflects minor housekeeping changes to capitalize terms defined in CIG's Tariff (e.g., Month). Correspondingly, terms that are not defined in CIG's Tariff are shown with the first letter of the word in lowercase.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin  
Director, Regulatory  
Colorado Interstate Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 667-7517  
CIGRegulatoryAffairs@kindermorgan.com

Mr. Mark A. Minich  
Assistant General Counsel  
Colorado Interstate Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 520-4416  
Mark\_Minich@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure.

The undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Respectfully submitted,

COLORADO INTERSTATE GAS  
COMPANY, L.L.C.

By                     /s/                      
Francisco Tarin  
Director, Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on CIG's pipeline system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 31<sup>st</sup> day of May 2019.

/s/

Francisco Tarin

Post Office Box 1087  
Colorado Springs, CO 80944  
(719) 667-7517

## 12. BILLING AND PAYMENT

- 12.1 It is Transporter's intent to comply with the standards published by the North American Energy Standards Board (NAESB). NAESB Standards related to this Billing and Payment section are incorporated by reference in Section 1.32, except for the following NAESB Standards incorporated verbatim:
- 3.3.14 The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be rendered on or before the 9th Business Day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.
- 3.3.15 Prior period adjustment time limits should be 6 Months from the date of the initial transportation invoice and 7 Months from date of initial sales invoice with a 3-Month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.
- 3.3.17 Party making payment should submit supporting documentation; Party receiving payment should apply payment per supporting documentation provided by the paying Party; and if payment differs from invoiced amount, remittance detail should be provided with the payment, except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.
- 3.3.19 If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for the dispute.
- Transporter hereby incorporates the requirements of above sections into this Billing and Payment section.
- 12.2 Statement by Shipper. Where Shipper operates the measurement facilities and such facilities include electronic measurement equipment or where a third party Tenders Gas for the account of Shipper, Shipper or its agent shall electronically submit to Transporter on or before 9:00 a.m. CCT of each day the dry Dth and Btu of Gas received by Transporter at the Point(s) of Receipt during the preceding Day. Where electronic measurement equipment is not used at the Point of Receipt, such data shall be provided to Transporter in hard copy on or before the 5th Day of each Month.

- 12.3 Statement by Transporter. On or before the ninth (9th) Business Day of each Month, Transporter shall Render or furnish via email or other methods described in Section 12 to Shipper a statement setting forth information relevant to the preceding Month's transactions under the Agreement.
- 12.4 Invoice, Payment and Late Charges
- (a) Invoice. On or before the ninth (9th) Business Day of each Month, Transporter shall invoice Shipper for services provided by Transporter during the preceding Month. Shipper shall pay the invoiced amount within ten (10) Days of the invoice date. In order to be considered timely, any payments made by mail must be received by Transporter on or before the date due. Unless otherwise specified in an applicable tariff, General Terms and Conditions, or contract, the effective payment due date of an invoice when such due date does not fall upon a Business Day (as defined in NAESB Standard 3.2.1) should be the first Business Day following the due date. (NAESB Standard 3.3.25)
    - (i) Invoices shall be deemed Rendered when Transporter posts notification on its electronic bulletin board that invoices are final. Shipper may also access their invoices on Transporter's interactive website or may request to have invoices Rendered via U.S. Mail. If the Shipper elects to have invoices Rendered via U.S. Mail, then Shipper's invoice shall be deemed Rendered when Transporter places such invoice in the U.S. Mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable service agreement.
    - (ii) A Shipper may request a complimentary e-mail notification of posting of the invoice on the electronic bulletin board, provided that it is the Shipper's responsibility to maintain current e-mail information with Transporter to ensure delivery.
    - (iii) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the Month to be effective for the next billing cycle.
  - (b) Payment. Payment received from Shipper shall be accompanied by a payment remittance setting forth the total payment and amount of payment to apply to late charges pursuant to Section 12.4(c) and each outstanding invoice by number. Subject to Section 12.4(c), Transporter shall apply payment per the payment remittance. If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute.

12.4 Invoice, Payment and Late Charges (continued)

- (c) Late Charges. Should Transporter fail to receive all invoiced amounts when due, Shipper shall pay Transporter a late charge based on the unpaid balance. Such late charge shall accrue daily from the due date at a rate of interest equal to that specified pursuant to 18 CFR Section 154.501(d) and compounded quarterly. If payment is due on a Day other than a Business Day, no interest will be charged if Transporter receives payment on the next Business Day. If such payment is not received on the next Business Day, interest shall be charged for all Days back to the due date. In the event a late charge accrues to an amount less than \$10, Transporter will not invoice the late charge amount and such charge shall not be reflected on Shipper's account. Subject to requirements of regulatory bodies having jurisdiction and without prejudice to any other rights and remedies available to Transporter under the law and the agreement(s), Transporter shall have the right, but not the obligation, to discontinue Transportation and/or Storage Service hereunder if any charges remain unpaid for 30 days after the due date thereof. However, in the event of a bona fide dispute between the Parties with respect to the charges, Transporter shall have the right to discontinue the Transportation and/or Storage Service hereunder beginning 30 Days after the issuance of a final nonappealable decision by a court of competent jurisdiction in favor of Transporter if Shipper has failed to remedy or correct such violation within said 30-Day period. Transportation and/or Storage Service may be resumed upon payment by Shipper of all unpaid charges.
- (d) Municipality Limited Liability. If a Shipper is a municipally-owned utility (local government owned entity engaged in the provision of utility service to its constituents), then these additional provisions will apply. Transporter may agree that it will not collect a municipally-owned utility's unpaid invoices from the other financial resources of the governing municipality insofar as the law governing the municipality's utility operations prevents such actions. The Transporter may also agree to condition the effectiveness of multi-year obligations on appropriations, but to obtain such a condition from Transporter, Shipper must agree to request sufficient monies in the governing municipality's appropriations process to meet its expected obligations under any service agreement with Transporter. Upon request, Transporter agrees to include a provision in Shipper's service agreement detailing the requirements of this section.

- 12.5 Imbalance Cash-Out. Each Month, Transporter shall invoice Shipper for Cash-Out charges related to any imbalances due Transporter. The invoice pertaining to the imbalance for the preceding Month shall be Rendered or furnished via email or other methods described in Section 12 on or before the ninth (9th) Business Day of the current Month with payment to be made in accordance with Section 12.4.

On or before the 22nd Day of each Month, Transporter shall make payment to Shipper for Cash-Out charges related to imbalances due Shipper and generated during the preceding Month pursuant to Section 10 of these General Terms and Conditions of this Tariff. Each Month, on or before the ninth (9th) Business Day, Transporter shall invoice Shipper for Transportation charges related to Imbalance Transfer/Swap activity related to any Imbalance Transfer/Swap transaction effected during the preceding Month. Shipper shall pay Transporter pursuant to Section 12.4.

- 12.6 Corrections. The time period for corrections to invoice or statement data shall be six (6) Months from the date of the initial invoice or statement with a three (3) Month rebuttal period, excluding government required rate changes. This limitation does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact, nor shall this limitation diminish the Parties' other statutory or contractual rights. If there is a deliberate omission or misrepresentation of fact, there will be no time limit on correction of the invoice. If there has been a mutual mistake of fact, no corrections shall be made for an invoice error unless the Party gives notice thereof within twelve (12) Months after the error was committed.
- 12.7 Prepayment of Reservation Charges. Upon a firm Shipper's election, such Shipper may, at any time, prepay reservation charges and reservation surcharge(s) under the Agreement. If the Shipper elects to prepay reservation charges and reservation surcharge(s) and the Agreement is subsequently terminated in accordance with terms set forth in the Agreement, Transporter shall refund to Shipper that portion of any prepayment which applies to the period subsequent to the termination.
- 12.8 Discounts. In the event rates are discounted, the component of the currently applicable Maximum Rate which shall be discounted is the base rate reservation charge.



12.    BILLING AND PAYMENT

12.1    It is Transporter's intent to comply with the standards published by the North American Energy Standards Board (NAESB). NAESB Standards related to this Billing and Payment section are incorporated by reference in Section 1.32, except for the following NAESB Standards incorporated verbatim:

3.3.14 The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be rendered on or before the 9th Business Day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.

3.3.15 Prior period adjustment time limits should be 6 ~~M~~months from the date of the initial transportation invoice and 7 ~~M~~months from date of initial sales invoice with a 3-~~M~~month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

3.3.17 Party making payment should submit supporting documentation; Party receiving payment should apply payment per supporting documentation provided by the paying Party; and if payment differs from invoiced amount, remittance detail should be provided with the payment, except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

3.3.19 If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for the dispute.

Transporter hereby incorporates the requirements of above sections into this Billing and Payment section.

12.2 Statement by Shipper. Where Shipper operates the measurement facilities and such facilities include electronic measurement equipment or where a third party Tenders Gas for the account of Shipper, Shipper or its agent shall electronically submit to Transporter on or before 9:00 a.m. CCT of each day the dry Dth and Btu of Gas received by Transporter at the Point(s) of Receipt during the preceding Day. Where electronic measurement equipment is not used at the Point of Receipt, such date shall be provided to Transporter in hard copy on or before the 5th Day of each Month.

12.3 Statement by Transporter. On or before the ninth (9th) Business Day of each Month, Transporter shall Render or furnish via email or other methods described in Section 12 to Shipper a statement setting forth information relevant to the preceding Month's transactions under the Agreement.

12.4 Invoice, Payment and Late Charges

(a) ~~Invoice.~~ On or before the ninth (9th) Business Day of each Month, Transporter shall invoice Shipper for services provided by Transporter during the preceding Month. Shipper shall pay the invoiced amount within ten (10) ~~Days~~ of the invoice date. In order to be considered timely, any payments made by mail must be received by Transporter on or before the date due. Unless otherwise specified in an applicable ~~T~~ariff, General Terms and Conditions, or contract, the effective payment due date of an invoice when such due date does not fall upon a Business Day (as defined in NAESB Standard 3.2.1) should be the first Business Day following the due date. (NAESB Standard 3.3.25)

(i) Invoices shall be deemed Rendered when Transporter posts notification on its electronic bulletin board that invoices are final. Shipper may also access their invoices on Transporter's interactive website or may request to have invoices Rendered via U.S. Mail. If the Shipper elects to have invoices Rendered via U.S. Mail, then Shipper's invoice shall be deemed Rendered when Transporter places such invoice in the U.S. Mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable service agreement.

(ii) A Shipper may request a complimentary e-mail notification of posting of the invoice on the electronic bulletin board, provided that it is the Shipper's responsibility to maintain current e-mail information with Transporter to ensure delivery.

(iii) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the ~~m~~Month to be effective for the next billing cycle.

(b) Payment. Payment received from Shipper shall be accompanied by a payment remittance setting forth the total payment and amount of payment to apply to late

~~charges pursuant to Section 12.4(c) and each outstanding invoice by number. Subject~~  
to Section 12.4(c), Transporter shall apply payment per the payment remittance. If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute.

12.4 Invoice, Payment and Late Charges (continued)

~~to Section 12.4(c), Transporter shall apply payment per the payment remittance. If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute.~~

- (c) Late Charges. Should Transporter fail to receive all invoiced amounts when due, Shipper shall pay Transporter a late charge based on the unpaid balance. Such late charge shall accrue daily from the due date at a rate of interest equal to that specified pursuant to 18 CFR Section 154.501(d) and compounded quarterly. If payment is due on a Day other than a Business Day, no interest will be charged if Transporter receives payment on the next Business Day. If such payment is not received on the next Business Day, interest shall be charged for all Days back to the due date. In the event a late charge accrues to an amount less than \$10, Transporter will not invoice the late charge amount and such charge shall not be reflected on Shipper's account. Subject to requirements of regulatory bodies having jurisdiction and without prejudice to any other rights and remedies available to Transporter under the law and the agreement(s), Transporter shall have the right, but not the obligation, to discontinue Transportation and/or Storage Service hereunder if any charges remain unpaid for 30 days after the due date thereof. However, in the event of a bona fide dispute between the Parties with respect to the charges, Transporter shall have the right to discontinue the Transportation and/or Storage Service hereunder beginning 30 Days after the issuance of a final nonappealable decision by a court of competent jurisdiction in favor of Transporter if Shipper has failed to remedy or correct such violation within said 30-Day period. Transportation and/or Storage Service may be resumed upon payment by Shipper of all unpaid charges.
- (d) Municipality Limited Liability. If a Shipper is a municipally-owned utility, (local government owned entity engaged in the provision of utility service to its constituents), then these additional provisions will apply. Transporter may agree that it will not collect a municipally-owned utility's unpaid invoices from the other financial resources of the governing municipality insofar as the law governing the municipality's utility operations prevents such actions. The Transporter may also agree to condition the effectiveness of multi-year obligations on appropriations, but to obtain such a condition from Transporter, Shipper must agree to request sufficient monies in the governing municipality's appropriations process to meet its expected obligations under any service agreement with Transporter. Upon request, Transporter agrees to include a provision in Shipper's service agreement detailing the requirements of this section.

- 12.5 Imbalance Cash-Out. Each Month, Transporter shall invoice Shipper for Cash-Out charges related to any imbalances due Transporter. The invoice pertaining to the imbalance for the preceding Month shall be Rendered or furnished via email or other methods described in Section 12 on or before the ninth (9th) Business Day of the current Month with payment to be made in accordance with Section 12.4.

On or before the 22nd Day of each Month, Transporter shall make payment to Shipper for Cash-Out charges related to imbalances due Shipper and generated during the preceding Month pursuant to Section 10 of these General Terms and Conditions of this Tariff. Each Month, on or before the ninth (9th) Business Day, Transporter shall invoice Shipper for Transportation charges related to Imbalance Transfer/Swap activity related to any Imbalance Transfer/Swap transaction effected during the preceding Month. Shipper shall pay Transporter pursuant to Section 12.4.

- 12.6 Corrections. The time period for corrections to invoice or statement data shall be six (6) ~~Mm~~months from the date of the initial invoice or statement with a three (3) ~~Mm~~month rebuttal period, excluding government required rate changes. This limitation does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact, nor shall this limitation diminish the Parties' other statutory or contractual rights. If there is a deliberate omission or misrepresentation of fact, there will be no time limit on correction of the invoice. If there has been a mutual mistake of fact, no corrections shall be made for an invoice error unless the Party gives notice thereof within twelve (12) Months after the error was committed.

- 12.7 Prepayment of Reservation Charges. Upon a firm Shipper's election, such Shipper may, at any time, prepay reservation charges and reservation surcharge(s) under the Agreement. If the Shipper elects to prepay reservation charges and reservation surcharge(s) and the Agreement is subsequently terminated in accordance with terms set forth in the Agreement, Transporter shall refund to Shipper that portion of any prepayment which applies to the period subsequent to the termination.

- 12.8 Discounts. In the event rates are discounted, the component of the currently applicable Maximum Rate which shall be discounted is the base rate reservation charge.