

## **COLORADO - STEAM**

### **Public Service Company of Colorado Steam Tariff Index**

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PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

<u>Fifth Revised</u>	Sheet No. <u>1</u>
<u>Fourth Revised</u>	Cancels Sheet No. <u>1</u>

SCHEDULE OF RATES

FOR

STEAM SERVICE

PUBLIC SERVICE COMPANY OF COLORADO  
P.O. Box 840  
Denver, CO 80201-0840  
[www.xcelenergy.com](http://www.xcelenergy.com)  
1-800-895-4999

D

ADVICE LETTER  
NUMBER 110

ISSUE  
DATE October 23, 2009

DECISION  
NUMBER \_\_\_\_\_

VICE PRESIDENT,  
Rates & Regulatory Affairs

EFFECTIVE  
DATE October 30, 2009

PUBLIC SERVICE COMPANY OF COLORADO

Twenty-fifth Revised Sheet No. 2

P.O. Box 840  
Denver, CO 80201-0840

Sub. Twenty-fourth Revised Cancels  
Sheet No. 2

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Key to Symbols on Revised Tariff Sheets

Key to symbols directly below are applicable to tariff sheets effective prior to August 26, 2008.

- I - indicates an increase
- R - indicates a reduction
- T - indicates change in text but no change in rate or regulation
- N - indicates new rate or regulation
- C - indicates changed regulation
- S - indicates reissued matter (from another sheet)
- D - indicates discontinued rate or regulation
- Sub. - indicates substitute

(Continued on Sheet No. 2A)

ADVICE LETTER  
NUMBER 131

ISSUE  
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DECISION  
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VICE PRESIDENT,  
Rates & Regulatory Affairs

EFFECTIVE  
DATE January 1, 2016

PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

Second Revised Sheet No. 2A

First Revised Cancels Sheet No. 2A

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STEAM SERVICE

Key to Symbols on Revised Tariff Sheets

Key to symbols directly below are applicable to tariff sheets  
effective commencing August 26, 2008.

- I - indicates a rate increase
- R - indicates a rate reduction
- T - indicates change in text not related to changes in  
rates, charges, terms, or conditions.
- N - indicates new material, including new products, rates,  
terms, or conditions.
- C - indicates change in text due to a changed regulation, term,  
or condition, which does not affect rates.
- M - indicates material moved from or to another part of the  
utility's tariff
- D - indicates discontinued service or deleted material
- A - indicates roll-in to or roll-out from adjustments to base  
rates
- Sub. - indicates substitute sheet that replaces the same sheet  
previously filed but not effective

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ADVICE LETTER NUMBER 104

DECISION NUMBER C05-1081

VICE PRESIDENT,  
Rates & Regulatory Affairs

ISSUE DATE August 18, 2008

EFFECTIVE DATE August 26, 2008

P.O. Box 840  
Denver, CO 80201-0840

Sixty-Ninth Revised Sheet No. 3

Sixty-Eighth Revised Cancels  
Sheet No. 3

D

RESERVED FOR FUTURE FILING

ADVICE LETTER  
NUMBER 153

ISSUE  
DATE September 23, 2019

DECISION  
NUMBER R19-0591/C19-0734

REGIONAL VICE PRESIDENT,  
Rates & Regulatory Affairs

EFFECTIVE  
DATE October 1, 2019

PUBLIC SERVICE COMPANY OF COLORADO

Seventeenth Revised

Sheet No. 4

P.O. Box 840  
Denver, CO 80201-0840

Sub-Sixteenth Revised

Cancels  
Sheet No. 4

STEAM RATES	RATE
STEAM SERVICE	
SCHEDULE OF CHARGES FOR RENDERING SERVICE	
To institute initial steam service.....	\$ 107.00
To reinstitute service from street valve	
For service work during normal working hours, per two man crew per hour.....	\$199.00
Minimum charge, two hours.....	\$398.00
An overtime rate will be applicable for reinstituting service from street valve before and after normal working hours of 7:00 a.m. to 3:30 p.m. Monday through Friday and all day Saturday. The overtime rate shall be, per two man crew per hour	\$245.00
Minimum charge, two hours.....	\$490.00
When such service work is performed on Sundays and holidays, the overtime rate shall be, per two man crew per hour.....	\$289.00
Minimum charge, two hours.....	\$578.00
To perform non-gratuitous service work or repair customer equipment.	
For service or repair work during normal working hours, per two man crew per hour.....	\$199.00
Minimum charge, two hours.....	\$398.00
An overtime rate will be applicable for repair work or service work before and after normal working hours of 7:00 a.m. to 3:30 p.m. Monday through Friday and all day Saturday. The overtime rate shall be, per two man crew per hour.....	\$245.00
Minimum charge, two hours.....	\$490.00
When such service work is performed on Sundays and holidays, the overtime rate shall be, per two man crew per hour.....	\$289.00
Minimum charge, two hours.....	\$578.00
To provide engineering consulting work at customer's request, per man hour.....	\$203.00
To process a check from a customer that is returned to the Company by the bank as not payable.....	\$15.00
To achieve payment from a customer who chooses to pay his/her monthly steam bill with a credit or debit card, a per transaction convenience fee of 2.2% of the payment amount shall be charged for any credit or debit card payment by the Company's third-party vendor that processes credit and debit card payments.	

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ADVICE LETTER  
NUMBER 163

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DATE January 21, 2021

DECISION  
NUMBER

REGIONAL VICE PRESIDENT,  
Rates & Regulatory Affairs

EFFECTIVE  
DATE February 21, 2021

P.O. Box 840  
Denver, CO 80201-0840

Sub-Eighth Revised

Sheet No. 5

Sub-Seventh Revised

Cancels  
Sheet No. 5

STEAM RATES		RATE
STEAM HEATING RATES		
GENERAL AND COMMERCIAL SERVICE		
SCHEDULE H		
<u>AVAILABILITY</u> Available, by individual contract, within the Company's Steam Service Area. Company may refuse to contract for steam to any applicant situated within said area when, in its judgment, its system capabilities are reached and/or when the supplying of such steam, because of location or characteristics of customer's requirements, may impair the quantity or quality of steam being rendered to existing customers.		
<u>APPLICABILITY</u> Applicable to general and commercial use for heating and/or other purposes. Not applicable for standby or resale purposes.		
<u>TYPE OF SERVICE</u> Steam delivered under this rate shall be as defined in the Steam Service Rules and Regulations.		
<u>BASE RATE</u> Service and Facility Charge, per month ..... Demand Charge, per 1,000 pounds per month ..... Consumption Charge, all pounds used, per 1,000 pounds ....		
	\$ 300.00	T
	\$ 85.00	I
	\$ 13.314	I
		D
(Continued on Sheet No. 5A)		

ADVICE LETTER 153  
NUMBER

ISSUE September 23, 2019  
DATE

DECISION R19-0591/C19-0734  
NUMBER

REGIONAL VICE PRESIDENT,  
Rates & Regulatory Affairs

EFFECTIVE October 1, 2019  
DATE

P.O. Box 840  
Denver, CO 80201-0840

Sub-Third Revised

Sheet No. 5A

Sub-Second Revised

Cancels  
Sheet No. 5A

## STEAM RATES

## STEAM HEATING RATES

## GENERAL AND COMMERCIAL SERVICE

## SCHEDULE H

MONTHLY MINIMUM

The monthly minimum shall be the sum of the Service and Facility Charge and the applicable Demand Charge, if any. In the event that Company is required to make payment for franchise fees, sales taxes, occupancy taxes and the like as a result of the steam service rendered to customer, these charges will be included in the monthly bill to customer.

A customer who requests a temporary discontinuance of service shall pay the Service and Facility Charge and Demand Charge for each month that service is discontinued. A customer whose service is discontinued and who applies for service within twelve months at the same location will be regarded as having taken a temporary discontinuance of service and shall pay the Service and Facility Charge and Demand Charge for each month that service was discontinued.

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum daily demand determined by meter measurement for each month. Maximum daily demand shall be calculated by multiplying the maximum hourly metered demand by twenty-four (24) hours. The maximum hourly metered demand shall be the maximum combined usage for all meters at a single Point of Delivery during any four consecutive 15-minute intervals between 4:00 a.m. and 10:00 a.m. during the billing month. In no event shall the billing demand for the current month be less than fifty percent (50%) of the highest billed demand from November 1 through March 31 during the preceding eleven (11) months.

If there is a loss of steam due to defective customer equipment or customer error ("Customer Steam Loss") that causes a Customer's billing demand as calculated under the paragraph above to be higher than it would have been absent the Customer Steam Loss, Customer may request a billing demand adjustment ("Billing Demand Adjustment") for the billing month in which the Customer Steam Loss first occurred ("Steam Loss Month"). Any request for a Billing Demand Adjustment shall be submitted

(Continued on Sheet No. 5B)

ADVICE LETTER  
NUMBER 153

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DATE September 23, 2019

DECISION  
NUMBER R19-0591/C19-0734

REGIONAL VICE PRESIDENT,  
Rates & Regulatory Affairs

EFFECTIVE  
DATE October 1, 2019



P.O. Box 840  
Denver, CO 80201-0840

Sub-First Revised

Sheet No. 5B

Sub Original

Cancels  
Sheet No. 5B

## STEAM RATES

## STEAM HEATING RATES

## GENERAL AND COMMERCIAL SERVICE

## SCHEDULE H

to the Company's authorized Steam operations representative no later than three months after the Steam Loss Month, with supporting documentation. Acceptance of a request for a Billing Demand Adjustment is at the discretion of the Company, and the decision on the request can only be authorized by the Company's authorized Steam operations representative. Customer is limited to requesting one Billing Demand Adjustment every twelve months.

In the event a request for a Billing Demand Adjustment is granted by the Company, the Customer may be entitled to a bill credit for the difference in billing demand for the month after the Steam Loss Month until the month the Billing Demand Adjustment is implemented. Specifically, if the Customer's billing demand during that time period is lowered as a result of the Billing Demand Adjustment, then Customer will be entitled to a bill credit for the difference in billing demand only.

Billing demand may also be adjusted by the Company if there is a loss of steam resulting from circumstances other than Customer Steam Loss, to the extent caused by the Company or its steam system.

COST ADJUSTMENT

This rate schedule is subject to the Steam Cost Adjustment commencing on Sheet No. 9.

PAYMENT AND LATE PAYMENT CHARGE

Bills for steam service are due and payable within ten days from 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.

(Continued on Sheet No. 5C)

ADVICE LETTER  
NUMBER 153

ISSUE  
DATE September 23, 2019

DECISION  
NUMBER R19-0591/C19-0734

REGIONAL VICE PRESIDENT,  
Rates & Regulatory Affairs

EFFECTIVE  
DATE October 1, 2019

P.O. Box 840  
Denver, CO 80201-0840

Sub-OriginalSheet No. 5CCancels  
Sheet No. 5C

## STEAM RATES

## STEAM HEATING RATES

## GENERAL AND COMMERCIAL SERVICE

## SCHEDULE H

CONTRACT PERIOD

All contracts under this rate shall be for a minimum period of one year or for longer periods as specified by individual contract and thereafter until terminated, where steam is no longer required on sixty days' notice.

STEAM SERVICE AREA

Steam service will be available principally within the Denver Downtown area, but will be available throughout Company's service territory where, through mutual agreement, Company and Customer find steam service feasible and economical.

RULES AND REGULATIONS

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

ADVICE LETTER  
NUMBER

153

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DATE

September 23, 2019

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NUMBER

R19-0591/C19-0734

REGIONAL VICE PRESIDENT,  
Rates & Regulatory Affairs

EFFECTIVE  
DATE

October 1, 2019

## PUBLIC SERVICE COMPANY OF COLORADO

Eleventh Revised Sheet No. 8P.O. Box 840  
Denver, CO 80201-0840Sub-Tenth Revised Cancels  
Sheet No. 8

## STEAM RATES

## GENERAL RATE SCHEDULE ADJUSTMENT

The charge for steam service calculated under the Company's base rate schedules, and as reflected on Sheet No. 5, shall be adjusted by the percentage listed below for the referenced time period. Said adjustment shall not apply to charges determined by the Steam Cost Adjustment provision on Sheet No. 9.

Effective October 1, 2020:

GRSA: -0.33%

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IADVICE LETTER  
NUMBER 159ISSUE  
DATE August 28, 2020DECISION  
NUMBER R19-0591/C19-0734REGIONAL VICE PRESIDENT,  
Rates & Regulatory AffairsEFFECTIVE  
DATE October 1, 2020

P.O. Box 840  
Denver, CO 80201-0840

<u>Sub-Seventh Revised</u>	Sheet No. <u>9</u>
<u>Sixth Revised</u>	Cancels Sheet No. <u>9</u>

## STEAM RATES

## STEAM COST ADJUSTMENT

APPLICABILITY

All rate schedules for steam service are subject to a Steam Cost Adjustment (SCA) to reflect the cost of fuel consumed by the Company to generate steam and, if applicable, the cost of purchased steam incurred by the Company for steam service. The Steam Cost Adjustment rate will be subject to four regular quarterly changes, to be effective on the first day of each calendar quarter, and interim changes, if justified by the Company in an interim SCA application, to be effective any other month. The Steam Cost Adjustment for all applicable rate schedules is as set forth on Sheet No. 9C, and will be added to the Company's Base Rate for billing purposes.

DEFINITIONS

Actual Steam Cost - Actual Steam Cost is the amount recorded as Fuel Costs for steam production in FERC Account 50110.23 and Purchased Steam Costs in FERC Account 55503.23.

Base Rate - The Company's currently effective rates for steam service, exclusive of the SCA, as authorized by the Commission in the Company's last general rate case.

Current Steam Cost - The cost of fuel and purchased steam projected to be incurred by the Company for the SCA Effective Period. For natural gas purchases that are priced by reference to published natural gas price indexes, the projected cost shall be the New York Mercantile Exchange (NYMEX) Natural Gas Contract Settlement Price as of the first business day of the month prior to the SCA Effective Period, adjusted for the basis differentials between the monthly NYMEX Settlement Price, which is based upon deliveries at the Henry Hub, and the respective indexes applicable to the various areas where the Company purchases its gas supplies, multiplied by the index-based purchase quantities for each corresponding month within the SCA Effective Period.

Deferred Steam Cost - The accumulated amount of the difference resulting from subtracting Recovered Steam Cost from Actual Steam Cost, either positive or negative, as of the end of the calendar month that is one month prior to the effective date of each quarterly SCA, plus interest accrued on the average monthly Deferred Steam Cost balance (whether the balance is positive or negative) at a rate equal to the average of the daily rates for Commercial Paper, Financial, 3-Month rates, published by the United States Federal Reserve H.15 report (<http://www.federalreserve.gov>).

Forecasted Steam Sales Quantity - The quantity of steam projected to be sold by the Company during the applicable future period, based upon the historic quantity of steam sales, adjusted to reflect normal historic temperature based on National Oceanic and Atmospheric Administration data and anticipated changes applicable to such future period.

(Continued on Sheet No. 9A)

ADVICE LETTER

NUMBER 153

ISSUE

DATE September 23, 2019

DECISION

NUMBER R19-0591/C19-0734

REGIONAL VICE PRESIDENT

Regulatory and Pricing

EFFECTIVE

DATE October 1, 2019

P.O. Box 840  
Denver, CO 80201-0840

Sub. Sixth Revised Sheet No. 9A

2<sup>nd</sup> Sub. Fifth Revised Canceled Sheet No. 9A

## STEAM RATES

## STEAM COST ADJUSTMENT

Recovered Steam Cost - The steam costs recovered by the Company, which shall be calculated by applying the SCA rate to the actual sales quantities billed for the period the SCA was in effect. C  
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SCA Effective Period - The period of time that the SCA rate change is intended to be in effect. The SCA Effective Period for the Current Steam Cost and Deferred Gas Cost rate components of the SCA rate is the three-month calendar quarter, except that for purposes of an interim SCA, the SCA Effective Period for the Current Steam Cost and Deferred Gas Cost rate components is either two calendar months or one calendar month, depending on the number of months remaining before the SCA Effective Period for the next regular quarterly SCA. N  
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Steam Cost Adjustment - The sum of the Current Steam Cost rate component and the Deferred Steam Cost rate component. C  
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CURRENT STEAM COST RATE COMPONENT N

- (1) The Current Steam Cost rate component is the weighted average of both the monthly-forecasted unit cost of fuel and purchased steam and shall be calculated by dividing the sum of the projected cost of fuel and purchased steam for the SCA Effective Period by the Forecasted Steam Sales Quantity for the same period. N  
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- (2) A revised Current Steam Cost rate component will be effective beginning the first day of each calendar quarter. In addition, the Company may file an interim SCA application to revise the Current Steam Cost rate component if the cost of fuel and purchased steam projected to be incurred during the SCA Effective Period changes enough to result in a change in the Current Steam Rate component of at least one mill (\$0.001) per thousand pounds (MLB) of the Forecasted Steam Sales Quantity used in the calculation of the currently effective Current Steam Cost rate component. The revised Current Steam Cost rate component will replace the previous Current Steam Cost rate component included in the Company's SCA. C  
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- (3) The Current Steam Cost will be calculated to the nearest one mill (\$0.001) per thousand pounds (MLB). T

DEFERRED STEAM COST RATE COMPONENT

- (1) The Deferred Steam Cost rate component will be calculated for each quarterly SCA by dividing the Deferred Gas Cost amount by the Forecasted Steam Sales Quantity for the twelve-month period beginning on the first day of the SCA Effective Period. C  
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(Continued on Sheet No. 9B)

ADVICE LETTER  
NUMBER 125

ISSUE  
DATE November 5, 2014

DECISION  
NUMBER R14-1217

REGIONAL VICE PRESIDENT  
Regulatory and Pricing

EFFECTIVE  
DATE January 1, 2015

P.O. Box 840  
Denver, CO 80201-0840

Sub. Seventh Revised Sheet No. 9B

Sub. Sixth Revised Canceled Sheet No. 9B

## STEAM RATES

## STEAM COST ADJUSTMENT

DEFERRED STEAM COST RATE COMPONENT - Cont'd

- (2) A revised Deferred Steam Cost rate component will be effective beginning the first day of each calendar quarter. In addition, the Company may file an interim SCA application to revise the current Deferred Steam Cost rate component if the Deferred Steam Cost amount changes enough during the SCA Effective Period to result in a change in the Company's Deferred Steam Cost rate component of at least one mill (\$0.001) per thousand pounds (MLB) of the Forecasted Steam Sales Quantity used in the calculation of the currently effective Deferred Steam Cost rate component. The revised Deferred Steam Cost rate component will replace the previous Deferred Steam Cost rate component included in the Company's SCA.
- (3) The Deferred Steam Cost will be calculated to the nearest one mill (\$0.001) per thousand pounds (MLB).

STEAM COST ADJUSTMENT

The following formula is used to determine the Steam Cost Adjustment rate.

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

A = Current Steam Cost rate component  
B = Deferred Steam Cost rate component

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.

INFORMATION TO BE FILED WITH THE PUBLIC UTILITIES COMMISSION

Each proposed revision in the Steam Cost Adjustment will be accomplished by filing an application, on not less than fifteen (15) days notice, proposing revised SCA rates to be effective on the first day of the month of the next calendar quarter, and may file for more frequent changes subject to Commission approval. Such applications will be accompanied by such supporting data and information as the Commission may require from time to time. Notice of the proposed revision shall be sent to affected customers of the Company within five (5) days of the filing date of the application by individual notice provided by first class mail, postage prepaid.

(Continued on Sheet No. 9C)

ADVICE LETTER  
NUMBER 125

ISSUE  
DATE November 5, 2014

DECISION  
NUMBER R14-1217

REGIONAL VICE PRESIDENT  
Regulatory and Pricing

EFFECTIVE  
DATE January 1, 2015

P.O. Box 840  
Denver, CO 80201-0840

Sub. Forty-sixth Revised Sheet No. 9C

Forty-fifth Revised Canceled Sheet No. 9C

## STEAM RATES

## STEAM COST ADJUSTMENT

A Steam Cost Report (SCR) shall be filed with the Commission on or before April 1 of each year, unless the Commission in its discretion allows for an extension of time for such filing. The purpose of the SCR is to present the Company's actual steam costs during each month of the preceding calendar year. M

ADVICE LETTER  
NUMBER 125

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DATE November 5, 2014

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NUMBER R14-1217

REGIONAL VICE PRESIDENT  
Regulatory and Pricing

EFFECTIVE  
DATE January 1, 2015

COLO. PUC No. 1 Steam

Thirty-seveneth Revised Sheet No. 9D  
 Cancels  
Thirty-sixth Revised Sheet No. 9D

ADVICE LETTER NUMBER <u>179</u>	REGIONAL VICE PRESIDENT Regulatory and Pricing	ISSUE DATE <u>March 27, 2024</u>
DECISION NUMBER <u>C24-0195</u>		EFFECTIVE DATE <u>April 1, 2024</u>



PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

First Revised	Sheet No.	10
Original	Cancels	
	Sheet No.	10

STEAM RATES

FRANCHISE FEE SURCHARGE

The monthly charge for steam service as determined from Company's applicable steam rate schedules, including the Steam Cost Adjustment 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 42

ISSUE  
DATE July 7, 1989

DECISION  
NUMBER \_\_\_\_\_

MANAGER,  
Rates & Regulatory Affairs

EFFECTIVE  
DATE August 7, 1989

PUBLIC SERVICE COMPANY OF COLORADO

COLO. PUC No. 1 Steam

P.O. Box 840  
Denver, CO 80201-0840

Sub. Eighth Revised Sheet No. 11

Sub. Seventh Revised Canceled Sheet No. 11

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ADVICE LETTER 93  
NUMBER

ISSUE DATE March 16, 2005

DECISION NUMBER R05-0174

VICE PRESIDENT,  
Policy Development

EFFECTIVE DATE April 1, 2005

PUBLIC SERVICE COMPANY OF COLORADO

Original

Sheet No. 12

P.O. Box 840  
Denver, CO 80201-0840

Cancels

Sheet No.

## STEAM SERVICE

## FLEXIBLE PRICING POLICY

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The following rules and regulations set forth the Company's policy regarding the development of flexibly priced steam service in accordance with the provisions of §40-3-104.3, C.R.S., and the Rules of the Public Utilities Commission of the State of Colorado found at 4 CCR 723-10.

Applicability

This policy shall be applicable to any steam customer or potential steam customer within the Company's steam service area to whom the Company offers a contract with flexible pricing. The Company shall retain complete discretion as to which customers or potential customers shall be offered flexible pricing.

Requirements for Flexible Pricing

In order for flexible pricing to be considered for a specific steam service customer or potential steam service customer, the following facts must first be demonstrated by the Company:

1. The price of any such service is not below the variable cost of providing that service. The variable cost to the Company will be computed based on the cost of fuel, water, chemicals, and house power for the most recent twelve (12) months ending December 31. If the discounted price is below the applicable tariff commodity rate, the Company will maintain separate accounting records for those sales and will remove these sales and associated costs from the Steam Cost Adjustment clause calculation.

2. The customer, or potential customer has expressed its intention to decline or discontinue, or partially discontinue service, to provide its own service, or to pursue the purchase of alternate services from another provider.

3. The approval of the flexibly priced rate will not adversely affect the remaining customers of the Company. Accounting records will be maintained and available for the inspection of the Staff of the Commission and the Office of Consumer Counsel, indicating the disposition of all costs associated with each flexibly priced contract and the conformance of this policy to the requirements of §40-3-104.3(2)(a)C.R.S.

4. The approval of the flexibly priced rate is in the public interest.

ADVICE LETTER  
NUMBER 62-Second AmendedISSUE  
DATE June 28, 1996DECISION  
NUMBERREGIONAL VICE PRESIDENT,  
Rates & Regulatory AffairsEFFECTIVE  
DATE August 12, 1996

PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

Sub-First Revised Sheet No. 12A

Original Cancels Sheet No. 12A

STEAM SERVICE

FLEXIBLE PRICING POLICY

Regulatory Approval

Upon determination that the Company desires to offer customer or a potential customer a flexibly priced contract, that the above requirements apply, and that the annual revenue to be derived from the proposed flexibly priced rate is not less than the variable cost as determined in accordance with the requirements herein, the Company shall file an application with the Public Utilities Commission of the State of Colorado for approval of such flexibly priced rate. Upon obtaining regulatory approval and execution of a steam service contract between customer and Company, the rate shall be placed into effect.

Confidential Requirement

The rates, terms and conditions of the flexibly priced contract shall be confidential to Company and customer. Breach of the confidentiality requirement by customer may result, at the option of the Company, in the immediate termination of the flexibly priced contract.

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PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

2<sup>nd</sup> Sub-Fifth Revised Sheet No. R1  
Fourth Revised Cancels Sheet No. R1

RULES AND REGULATIONS  
STEAM SERVICE  
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ADVICE LETTER  
NUMBER 153

ISSUE  
DATE September 23, 2019

DECISION  
NUMBER R19-0591/C19-0734

REGIONAL VICE PRESIDENT  
Rates & Regulatory Affairs

EFFECTIVE  
DATE October 1, 2019

PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

<u>Second Revised</u>	Sheet No. <u>R2</u>
<u>First Revised</u>	Cancels Sheet No. <u>R2</u>

RULES AND REGULATIONS

STEAM SERVICE

GENERAL STATEMENT

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

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

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

ADVICE LETTER NUMBER 11

ISSUE DATE July 13, 1973

DECISION NUMBER \_\_\_\_\_

MANAGER,  
Rates & Regulatory Affairs

EFFECTIVE DATE August 12, 1973

## PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

Sub. Ninth Revised

Sheet No. R3

Eighth Revised

Cancels  
Sheet No. R3

## RULES AND REGULATIONS

## STEAM SERVICE

## GENERAL

All applications for service shall be made on Company's standard contract form signed by applicant or applicants and accepted by Company before any service is supplied by Company. Such application when accepted, shall constitute a contract between Customer and Company. Customer shall not assign any rights thereunder without written consent of Company. An application form will be furnished upon request at Company office. Applications for steam service for resale purposes will not be accepted by Company.

SERVICE AND LIMITATIONSSteam Service

Upon execution of proper agreement and establishment of credit, Company shall supply and applicant shall accept service under the terms and conditions of said agreement.

Steam supplied by the Company in the area served is to be from either low pressure or high pressure distribution main as available at the respective Point(s) of Delivery. The Company reserves the right to change the pressure at which steam is delivered within the ranges described below. Pressure at which steam is delivered from the Company's low pressure distribution main normally will vary within the range between two (2) and forty (40) pounds per square inch. Where available from existing high pressure mains, high pressure service will be supplied at the option of the Company. When steam is supplied from a high pressure distribution main, the nominal pressure at which deliveries are made normally will not be less than or equal to forty (40) pounds per square inch nor more than one hundred eighty (180) pounds per square inch.

Services

Size of service connection to be installed shall be determined by Company in accordance with its engineering practice. Any additional equipment determined by the Company to be necessary to serve the customer will be owned, operated, and maintained by the Company at customer's expense.

Point of Delivery

The point where Company's steam facilities are first connected to Customer's steam facilities. The Point of Delivery will normally be located on the inside face of the building of the premises served. The Company reserves the right to determine the Point of Delivery location and to limit the Point of Delivery to one location for each premise served.

Use of Service

Customer shall not use steam service in such a manner as will cause disturbances on Company's distribution system. Steam shall not be used for any purpose requiring discharge of any steam or condensate to the atmosphere or sewer without being metered; except the Company may at its option and by special supplemental agreement, permit the customer to use small quantities of process steam not exceeding five (5) percent of the customer's total steam requirements during any month and which quantities of process steam shall be computed.

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NUMBER 125

ISSUE  
DATE November 5, 2014

DECISION  
NUMBER R14-1217

REGIONAL VICE PRESIDENT  
Rates & Regulatory Affairs

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DATE January 1, 2015

## PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

Sub-Seventh Revised Sheet No. R4

Sixth Revised Cancels Sheet No. R4

## RULES AND REGULATIONS

## STEAM SERVICE

## GENERAL

Use of Service - Cont'd

from the size of pipe or orifice through which the steam flows, the steam pressure and periods of use and shall be added to the metered steam delivered each month for billing, or the Company may at its option provide a flow type meter.

Customer's Responsibility - Changes

Customer shall notify the Company of additions or changes in load or location of load. Failure to give such notice shall make the customer liable for any damage to the Company's meters or other equipment caused by the additional or changed installation. Customer shall give immediate notice to the Company of the loss of steam due to defective steam trap or any other evident cause.

Customer is warned of the risk of damage to property and possibility of personal injury resulting from improper piping and manner of attachment or use and maintenance of steam appliances, equipment and apparatus, and is advised to permit no one except experienced and capable steam fitters to install or to make any change, alteration, addition or repair to any part of customer's installation. Company is willing to assist customer by advice as to installation and maintenance of customer's equipment, but such advice shall not be construed in any way so as to make Company responsible for the control or operation of any such equipment.

Continuity of Service

Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of steam to customer, and to avoid any shortage or interruption of delivery of same. It is understood and agreed that the hazards affecting continuity of service are recognized by customer and duly considered before utilizing Company's service. Company shall not be liable for interruption, shortage or insufficiency of supply of steam, or any loss or damage occasioned thereby, if same is caused by accident, acts of God, floods, fires, strikes, riots, wars, or any other cause beyond its control. Company, whenever it shall find it necessary for the purpose of making repairs or improvements to steam mains or service connection pipes, shall have the right to suspend temporarily the delivery of steam. Interruptions to service shall not relieve customer from any charges for service actually rendered. Accidents to customer's equipment or machinery, or failure in customer's installation, not due to fault of Company, shall not relieve customer from the Monthly Minimum under the rate applicable.

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PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

<u>Third Revised</u>	Sheet No. <u>R5</u>
<u>Second Revised</u>	Cancels Sheet No. <u>R5</u>

RULES AND REGULATIONS

STEAM SERVICE

GENERAL

CHARGES FOR RENDERING SERVICE

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

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

1. All emergency calls where permanent materials and facility replacement is not performed.
2. Bill investigations.
3. Customer service complaint investigations.
4. Routine maintenance of Company facilities.
5. Perform services resulting from outages on the Company's system.

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

DEPOSITS

The customer, if requested by the Company, will deposit a sum not exceeding an estimated ninety days' bill. The criterion utilized to determine the necessity of a deposit will be the customer's satisfactory payment history with the Company or other established credit institution. Such deposit is not an advance payment or part payment of any bill for service, but is security for payment of bills for service, to be applied against unpaid bills only in event service is discontinued.

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Rates & Regulatory Affairs

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PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

Twenty-eighth Revised Sheet No. R6  
Twenty-seventh Revised Cancels  
Sheet No. R6

RULES AND REGULATIONS

STEAM SERVICE

GENERAL

DEPOSITS - Cont'd

Simple interest on such deposits at the rate prescribed by The Public Utilities Commission of the State of Colorado will be calculated for the period elapsed from date of deposit to date refunded, provided that such period is not less than six months, and provided further that such deposits will not draw interest after date on which Company notifies customer that deposit will be refunded or after service is discontinued. Interest will be paid annually upon request of customer or upon refund of deposit. Interest payments may, at the option of the Company, be made either in cash or by a credit to the customer's account.

Interest at the rate of 4.93 percent per annum shall be paid on customer deposits. The interest rate is subject to change January 1st of 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.

Deposits will be refunded when service is discontinued, or when credit has been established to the satisfaction of Company. The Company will periodically review all accounts for the purpose of determining entitlement to refund. Refund will be made upon return to the Company of properly endorsed deposit receipt or proof that person claiming deposit is legally entitled to same. On discontinuance of service, the Company reserves the right to apply the customer's deposit and any interest accrued thereon against unpaid bills for service, and only the remaining balance of the deposit, if any, will be refunded.

In cases where the applicant for new service is in default of payment of bills for any service previously rendered to applicant, a settlement of the old account, or arrangement satisfactory to the Company for its settlement, will be required before the new service is rendered.

MONTHLY BILLS

Bills for service will be rendered monthly. The term "month" for billing purposes means the period between any two consecutive regular readings by the Company of the meters at the customer's premises, such readings to be taken as nearly as may be practicable every thirty days. However, the Company reserves the right to require payment of bills for service at more frequent intervals. In such event, meters will be read at the intervals specified by the Company. If the Company is unable to read a meter after reasonable effort, the customer will be billed on an estimated usage based on the best available information.

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Rates & Regulatory Affairs

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PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

Sub-Fifth Revised Sheet No. R7  
Sub-Fourth Revised Cancels Sheet No. R7

RULES AND REGULATIONS

STEAM SERVICE

GENERAL

MONTHLY BILLS - Cont'd

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

All bills for service, including any excise tax imposed by governmental authority, are due and payable at an office of the Company, or to an authorized agent of the Company, not later than the due date shown on the bill. The bill will be considered as received by the customer when mailed to, or left at, the location where service is used or at some other location that has been mutually agreed upon. Final bills, weekly bills, special bills, and bills for connection and reconnection are due on presentation. If the customer fails to receive a bill, the Company, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the customer from payment for service rendered.

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

Any outstanding amount owed to Company for steam service, including any applicable charges and late fees, by a customer that has discontinued steam service and either commenced or continues thereafter to receive natural gas or retail electrical service from the Company in accordance with the Company's applicable gas or electric Colorado Public Utilities Commission tariff shall be transferred to the customer's next gas or electric service bill as a past due amount thereunder, if such amount remains unpaid after ninety (90) days from the billing date for the final period of steam service to such customer.

MEASUREMENT OF SERVICE

The Company will install, own, and maintain suitable metering and other equipment necessary for measuring the steam supplied. The Company reserves the right to determine the type of billing meter used. Service supplied to each customer shall be measured at a single point. Company, at its option, shall measure customer's use of steam either in the form of condensate and/or by steam flow type meters. When the steam use is metered in the form of condensate said condensate shall be delivered to one common point to Company's meter. Before delivery to the meter it shall first pass through a shut-off valve, then through a strainer and a trap and through a vented surge tank. All of said equipment shall be provided, installed, and maintained by customer at customer's own expense and shall be subject to Company's approval of the type, size and location. The trap shall be of a float type or continuous flow type, equipped with an air valve if necessary, of sufficient capacity to deliver the condensate without loss of steam.

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P.O. Box 840  
Denver, CO 80201-0840

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Third Revised Canceled Sheet No. R8

RULES AND REGULATIONS

STEAM SERVICE

GENERAL

MEASUREMENT OF SERVICE - Cont'd

When the steam use is metered by a flow type meter proper correction of flow meter registration of steam consumed shall be made for variations in steam pressure from the base steam pressure for which the flow meter is designed.

Except with consent of the Company for services heretofore installed and combined under one billing, service at two or more Points of Delivery to one customer shall not be combined but shall be considered as separate services requiring separate billing. Services so combined with consent of Company shall be combined on one meter whenever practicable. Two or more separate customers shall not be considered as one customer and grouped on one meter, but each service shall be measured and billed separately. Service to the same person at different premises shall be considered as service to separate customers. Company does not furnish check meters but such meters may be installed by and maintained at the expense of customer.

Customer shall provide and maintain without charge to Company and at a suitable and easily accessible location on or within the premises to be served, sufficient and proper space for the location of the condensate meter and/or flow meter, which shall be furnished and installed by the Company at its expense and shall be and remain its property. Piping to and from the condensate meter and/or flow meter must be extended by the customer to the meter as specified by the Company. The outlet pipe from the condensate meter to the sewer shall have a fall of at least eighteen (18) inches, shall be short and straight and shall be not less than the diameter of the meter outlet, or as specified by the Company. The condensate discharge piping shall not be directly connected into the sewer, but shall have an open end discharge into a trap type drainage fixture which shall be as required by City Ordinances. The customer shall provide space approved by the Company for the installation of a graphic steam pressure gauge, if required. Customer when requested by the Company shall provide attendants to change the charts of the Company's graphic meter.

DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST

A customer wishing to discontinue service should give at least sixty days' notice to Company to that effect, unless otherwise specified in the contract applicable. Where such notice is not received by the Company, the customer will be liable for service until final reading of the meter. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under the rate or any contract.

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PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
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<u>First Revised</u>	Sheet No. <u>R8A</u>
<u>Original</u>	Cancels Sheet No. <u>R8A</u>

RESERVED FOR FUTURE FILING

ADVICE LETTER  
NUMBER 61

DECISION  
NUMBER C95-1098

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PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
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DATE January 2, 1996

PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

<u>Third Revised</u>	Sheet No. <u>R9</u>
<u>Second Revised</u>	Cancels Sheet No. <u>R9</u>

RULES AND REGULATIONS

STEAM SERVICE

GENERAL

DISCONTINUANCE OF SERVICE BY COMPANY

Company may discontinue service upon not less than ten 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 steam 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. Reasonable effort shall consist of: at least two attempts on separate days and at least 24 hours prior to the proposed discontinuance to make telephone contact at such telephone numbers as the customer may provide for such purpose to remind customer of the pending discontinuance and the terms to avoid same; or, at least two attempts by a field collector on separate days and at least 24 hours prior to the proposed discontinuance, to make personal contact at the location of service to remind customer of the pending discontinuance and the terms to avoid same, or, having tried and failed to make contact in person, leaving written notice of the attempted contact and its purpose; or, at least one of each of the above-described attempts.

Discontinuance of service in accordance with (1) above shall also not occur if: customer makes full payment of outstanding bill, such payment to be made by cash or bona fide check to a Company representative or field employee unless customer has twice previously tendered payment with check which was returned to the Company by the banking institution unpaid, and the second such check was returned within the most recent twelve month period, in which cases payment by cash or certified check is required to avoid termination; or, customer prior to termination pays at least one-fourth of the amount shown on the notice of termination and enters into an installment payment plan arrangement to pay the remaining account balance in equal monthly installments over a period of time not to exceed three months. Installment payments will be due monthly in addition to the amount of the new monthly billing by the due date of each new bill.

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Denver, CO 80201-0840

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<u>First Revised</u>	Cancels Sheet No. <u>R10</u>

RULES AND REGULATIONS

STEAM SERVICE

GENERAL

DISCONTINUANCE OF SERVICE BY COMPANY - Cont'd

Failure to make agreed installment payments may result in service being terminated upon ten 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.

A customer who receives a notice of discontinuance is entitled, at customer's request, to a hearing in person before a managerial representative of the Company at a reasonable time and place within ten days of the date of such notice.

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

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

Company may discontinue service without notice:

- (1) If the condition or installation of any part of the customer lines, 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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Sub-Third Revised Sheet No. R11  
Second Revised Cancels  
Sheet No. R11

RULES AND REGULATIONS

STEAM SERVICE

GENERAL

DISCONTINUANCE OF SERVICE BY COMPANY - Cont'd

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

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RESTORATION OF SERVICE - COMMERCIAL AND INDUSTRIAL

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

Where service has been discontinued as set forth in these rules, Company shall restore such service within 12 hours after elimination by customer of the cause for discontinuance, unless extenuating circumstances prevent restoral. Extenuating circumstances includes, but is not limited to, the requirement that the customer or someone designated by the customer be at the premises at the time of restoral.

DIVERSION OF STEAM

The existence of steam 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 steam without its proper registration on Company's meter shall constitute prima facie evidence of diversion of steam by the customer in whose name service is being rendered, or by the person benefitting from the use of such diverted steam. In the event that a Company check meter registers more steam in the same interval of time

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PUBLIC SERVICE COMPANY OF COLORADO

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<u>First Revised</u>	Cancels Sheet No. <u>R12</u>

RULES AND REGULATIONS

STEAM SERVICE

GENERAL

DIVERSION OF STEAM - Cont'd

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 steam.

In such instances, the Company will, in any reasonable manner, compute the amount of diverted steam and shall have the right to enter customer's premises and make an actual count of all steam consuming devices to aid in such computation. Where the 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 steam 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 steam 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 steam has been confirmed subsequent to discontinuance, the Company will not render service to the customer, or to any other person for customer's use, until: (1) the Customer has paid or make appropriate arrangements (when applicable) with the Company for the payment of all charges relating to the diversion of steam 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 steam, 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.

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

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

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## PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
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Sub-Second Revised Sheet No. R13  
First Revised Cancels  
Sheet No. R13

## RULES AND REGULATIONS

## STEAM SERVICE

## GENERAL

SHORTAGE OF STEAM SUPPLY

In case of emergency, Company shall have the right to grant preference to that service which, in its opinion, is most essential to the public welfare.

In case of a shortage of supply, Company shall have the right to limit the availability of service.

EASEMENTS

Before service is connected, customer, at customer's expense, shall make or procure conveyance to Company of satisfactory easements for suitable location of Company's mains and metering equipment, and for the necessary service connection on or across lands owned or controlled by customer and shall furnish shelter satisfactory to Company for all apparatus of Company located on customer's premises. The taking of service by customer shall be construed as an agreement granting Company easement for mains and service connections on customer's property. In the event that distribution mains, service connections or portions thereof which are needed to serve customer are required for any reason, in opinion of Company, to be installed on or across lands owned by others, customer shall procure and convey to Company satisfactory easements therefor, at customer's expense, when so requested.

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ACCESS FOR COMPANY'S EMPLOYEES

The customer will provide access to customer premises at all reasonable times for authorized employees of the Company for any proper purpose incidental to the supplying of steam service.

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RESALE OF STEAM

Steam service supplied by the Company is for the exclusive use of the customer. Consequently, the customer will not be permitted by sub-metering, prorating, or any other means, to determine a quantity of steam and resell the same as such to any other person or persons on the customer's premises or for use on any other premises. The sale of energy by a customer, where steam purchased from the Company is the fuel used for the production of such energy for sale, shall be construed as a resale of the steam and is not permitted. The Company reserves the right to refuse to furnish steam service to any customer where the purchase of such service is for the purpose of resale by customer to others. In the event steam is resold in conflict herewith, Company shall have the right, at its option, either to discontinue service to customer, or to furnish service directly to the sub-customer.

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PUBLIC SERVICE COMPANY OF COLORADO

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Denver, CO 80201-0840

Sub-Fifth Revised Sheet No. R14  
Fourth Revised Cancels Sheet No. R14

RULES AND REGULATIONS

STEAM SERVICE

GENERAL

CUSTOMER'S INSTALLATIONS

1. Before beginning construction of a proposed installation, customer should confer with Company to determine if the type of service and capacity desired by customer is available; to determine whether an extension of or addition to Company's existing facilities may be necessary; and to secure definite information concerning the location of Point of Delivery. Company must be notified in advance of any contemplated additions to or alteration of existing installations materially affecting the amount of service required, or which requires a change in service or Point of Delivery, so that Company may advise customer if the service desired is available.

2. When Company is required by order of properly constituted authority to move or alter its existing distribution system thereby necessitating a change in the Point of Delivery, Company will designate a new Point of Delivery to which customer shall be required, at customer's expense, to bring customer's steam pipes.

3. All steam piping beyond the Point of Delivery, except for Company's service meter installation, shall be installed and maintained at customer's expense. Where applicable, customer shall furnish, install, maintain and operate, at customer's expense, a service valve and a pressure reducing valve approved by Company's engineers, both of which shall be located as near Company's delivery point as practicable, and all other steam heating equipment essential to the utilization of service. Customer also shall furnish, install and maintain, at customer expense, the condensate shut-off valve, traps, strainer, surge tank, piping and any other equipment to meet all applicable code required for the metering of condensate. When the Company chooses to use a flow meter, customer will provide a steam piping arrangement as required per applicable practices. Customer shall provide free of charge to Company, the necessary continuous 115 volt electrical power required to operate the installed metering equipment. This power must be supplied through a separate lockable circuit breaker of 5 amp minimum. Customer's equipment and apparatus shall be suitable for use of Company's service, and shall be installed and maintained in good and safe condition by customer in conformance with rules and requirements of Municipal Regulations, all appropriate codes, and Company's Steam Heating Rules and Regulations, and shall be inspected and approved by a Company inspector before meter is installed. Company, however, by such inspection or approval accepts no liability for damage caused by defects in customer's piping or appliances.

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RULES AND REGULATIONS

STEAM SERVICE

GENERAL

CUSTOMER'S INSTALLATIONS - Cont'd

Customer shall not be permitted to connect any equipment to Company's distribution system without the written consent of the Company. No changes or increases in customer installation materially affecting the operation of Company's distribution system shall be made without written consent of Company. Customer shall not be permitted to operate equipment in a manner which may cause abnormal pressure drop of variation in said system as to make unsatisfactory the service supplied to other customers in the same vicinity. Company may examine customer's equipment and apparatus at any reasonable time, and if found unsafe or liable to result in disturbance or interruption of service to others, Company may refuse to connect or to continue service until customer remedies such faults and defects.

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 of the Company are permitted to make connections between the Company's steam service and the customer's steam 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 or as a result of significant load changes including inaccurate load design information provided by the customer. Meters and other equipment of the Company will be removed or relocated only by employees of the Company.

PROTECTION OF SUB-SURFACE FACILITIES

Customer shall consult Company regarding necessity of changing location of steam service before building any addition or structure over the steam service pipe. Customer shall notify Company before operating or permitting the operation of any power excavating or ditching equipment in the proximity of Company's underground steam service on customer's premises.

LIABILITY

All mains, services, apparatus, instruments, meters, 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.

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Second Revised Cancels  
Sheet No. R16

RULES AND REGULATIONS

STEAM SERVICE

GENERAL

LIABILITY - Cont'd

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 acts, omissions or negligence of customer or others, or the misuse of unauthorized use of Company's property by customer or others. 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 acts, omissions or negligence.

The customer shall be responsible for any injury to persons or damage to property occasioned or caused by the acts, omissions or negligence of the customer or any of customer's agents, employees, or licensees, 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.

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.

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First Revised Canceled Sheet No. R17

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RULES AND REGULATIONS

STEAM SERVICE

STANDARDS

STEAM SYSTEM OPERATION AND MAINTENANCE

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

Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of steam to customer, and to avoid any shortage or interruption of delivery of same. It is understood and agreed that the hazards affecting continuity of service are recognized by customer and duly considered before utilizing Company's service. Company shall not be liable for interruption, shortage or insufficiency of supply of steam, or any loss or damage occasioned thereby, if same is caused by accident, acts of God, floods, fires, strikes, riots, war, or any other cause beyond its control. Company, whenever it shall find it necessary for the purpose of making repairs or improvements to steam mains or service connection pipes, shall have the right to suspend temporarily the delivery of steam. Interruptions to service shall not relieve customer from any charges for service actually rendered. Accidents to customer's equipment or machinery, or failure in customer's installation, not due to fault of Company, shall not relieve customer from the Minimum Charge under the rate.

TESTING EQUIPMENT

The Company will provide such testing equipment and apparatus as may be necessary to comply with the Rules and Regulations of The Public Utilities Commission of the State of Colorado and for the proper calibration thereof.

METER REGISTRATION AND TESTING

Company at any time upon written request of a customer shall test the meter with which such customer's service is measured as soon as practicable after receipt of such request, provided customer agrees to accept the result of the test to be the basis for settlement of any dispute as to the accuracy of the meter. Such request shall not constitute a reason for withholding payment of the Company's bills for service when due. If any such test shall show the average error of the meter to be less than three percent (3%) fast, customer shall pay the expense of the test; except that where the meter has not been tested, at the request of the customer, within a twelve months' period immediately preceding

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# RULES AND REGULATIONS

## STEAM SERVICE

### STANDARDS

METER REGISTRATION AND TESTING - Cont'd

such request, the test will be made without charge to customer. Customer shall have the right to require Company to conduct the test in the presence of customer or customer's authorized agent. Company may at any time, at its expense, test any of its meters. If inaccuracy exceeding three percent (3%) plus or minus be found in any meter, proper correction shall be made of previous readings for a period equal to one-half of the time elapsed since last previous test (but not to exceed six months), and Company will adjust bills rendered.

## NON-REGISTRATION OF METERS

Customer shall notify Company of any defect in Company's apparatus and of failure of meter to register. If Company's meter fails to register, Company shall adjust the charges on the basis of the use of steam registered during a reasonable period of operation under similar conditions, or by estimate, taking into consideration the character of use, the period of time during which the failure existed and the temperature conditions experienced.

## ADJUSTMENTS FOR BILLING ERRORS AND HEAT EXCHANGER LEAKS

The Company will exercise reasonable means to assure accurate computation of all bills for steam service. Customer agrees to accept the Company's accounting for steam measurement and billing. In the event errors in billing occur, and as set forth in subparagraphs 1 and 2 below, Company shall refund to customer the amount of any overcharge having resulted from a billing error and, likewise, shall have the right to collect from the customer amount of any undercharge resulting from a billing error.

1. Under-Billing. In the event of errors in billing that result in under-billings, the Company may charge and collect for the period during which the under-billing occurred, with such period not to exceed 6 months. This period shall commence on the earliest date on which either the Customer notifies the Company or the Company notifies the Customer of a billing error.

2. Over-Billing. In the event of errors in billing that result in over-billings, the Company shall issue a refund for the period during which the over-billing occurred, with such period not to exceed 12 months. This period shall commence on the earliest date on which either the Customer notifies the Company or the Company notifies the Customer of a billing error.

In the event a heat exchanger leak causes a customer's billed steam service usage to be overstated, the Company shall issue a refund for the overstated amount for the period during which such over-billing occurred, with such period not to exceed 12 months from the date the heat exchanger leak begins. Customer shall give immediate notice to the Company of any such leak. Customer shall further be obligated to repair the leak as soon as reasonably practicable.

Except as related to heat exchanger leaks as addressed above, the provisions of this section shall not apply to defects in customer equipment, customer error, or to meters that have been bypassed or in any way involved in steam diversion or in cases of subterfuge.

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RULES AND REGULATIONS

STEAM SERVICE

SERVICE CONNECTION AND MAIN EXTENSION POLICY

These Rules and Regulations set forth the Service Connection and Main Extension Policy of the Company available within the steam service area served by a pressure steam distribution system.

GENERAL PROVISIONS

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

Ownership

All connections to and extensions of Company's established steam distribution system shall be constructed by and according to Company's standard specifications and shall, at all times, be the property of Company up to the Point of Delivery.

Construction

If a connection to or an extension of Company's existing steam distribution main is necessary to supply general or commercial steam service requirements of an applicant or group of applicants situated within Company's established steam service area and Company has available capacity in its distribution system to supply such steam service, and provided that use of such service and prospective revenue therefrom be of such character and permanency, in opinion of Company, as to justify installation, maintenance and operation thereof, Company will, subject to the provisions of its Rules and Regulations and upon duly signed and accepted contracts for service, make necessary Service Connections and Main Extensions as hereinafter set forth. Connection to or an extension of a distribution main will be determined either on a Permanent Service or Temporary Service basis, as defined hereinafter.

DEFINITIONS

Steam Main Extension

Distribution main including Service Connection and all appurtenant facilities except meter and meter installation facilities from an existing steam distribution main.

Steam Main Reinforcement

Increase in size, number, or pressure rating of existing facilities necessitated by Applicant's estimated steam requirements.

Service Connection

The service piping extending from the distribution main or extension thereof in the street, thoroughfare or established right-of-way to the Point of Delivery, including the necessary curb shut-off valves and other special equipment necessary to render service.

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RULES AND REGULATIONS

STEAM SERVICE

SERVICE CONNECTION AND MAIN EXTENSION POLICY

DEFINITIONS - Cont'd

Point of Delivery

Point where Company's Steam facilities are first connected to Customer's Steam facilities. The Point of Delivery will normally be located on the inside face of the building of the premises served, or as otherwise agreed upon between Company and customer.

Construction Costs of Mains

The combined costs of all facilities necessary for the Steam Main Extension or Reinforcement, including satisfactory rights-of-way.

Construction Allowance

That portion of necessary construction made by Company at its expense.

Construction Payment

Amount advanced by Applicant or group of Applicants to cover all costs for construction of necessary Steam Main Extension in excess of Construction Allowance.

Refund of Payment

Amount allowed or paid by Company to Applicants or their assignees.

Extension Completion Date

The date on which the construction of a Steam Main Extension or Reinforcement is completed as shown on the Company's records.

METERS AND INSTALLATIONS

Before meter installation each Applicant shall execute Company's standard contract for Steam Service. For Steam Service of a permanent character, Company shall install and maintain, subject to the Steam Rate Schedule, Rules and Regulations, free of charge to Applicant, the necessary condensate and/or flow meter. If Temporary Service is to be supplied, Applicant prior to connection will pay to Company, not subject to refund, the estimated cost of installing and removing the meter less the salvage value of materials used. Service shall be considered as Temporary Service where metering facilities are required to be placed at other than permanent service location. Ownership of the meter shall at all times be vested in Company.

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENT

When an extension of Company's existing steam distribution main is necessary to supply the Steam Service requirements of an Applicant or group of Applicants, Company will extend its distribution main in accordance with the General Provisions heretofore set forth and under the following terms and conditions:

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RULES AND REGULATIONS

STEAM SERVICE

SERVICE CONNECTION AND MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENT - Cont'd

Permanent Service

Each Applicant shall receive as a Construction Allowance on main extension and main reinforcement created by additional load, an amount equal to one and one-half (1-1/2) times the Company's estimate of the average annual revenue to be received from Applicant.

Where the total cost of necessary Main Extension is in excess of said Construction Allowance, the Applicant or Applicants shall advance to the Company as a Construction Payment the amount in excess of said Construction Allowance. Where more than one Applicant is involved the proportionate share of each will be determined by the Company taking into consideration, among other things, the characteristics of the individual loads to be supplied. Any Applicant, with the permission of the Company, may assume more than its proportionate share of said Construction Payment.

If during the ten-year period immediately following completion date of a Steam Main Extension upon which a Construction Payment has been made, additional Applicant(s) request Steam Service from said extension to a location where service has not been previously rendered and provided that no additional main construction, either extension or reinforcement, is required, the following policy shall apply:

The Company will add the number of said additional Applicants to the number of customers connected to said extension at the time said request for additional service is made and will recalculate the new Construction Allowance and total Construction Payment. Each such additional Applicant will be required to deposit with the Company, prior to connection of Steam Service, their share of said recalculated total Construction Payment as determined preceding.

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Temporary Service

Applicant or a group of Applicants shall be required to pay to Company, before construction starts, a Construction Payment of an amount equal to the estimated cost of installing and removing all necessary steam facilities less the estimated salvage cost, not subject to refund. Temporary Service shall not be continued for a period longer than eighteen months, except where construction is of known duration but longer than eighteen months.

REFUND OF CONSTRUCTION PAYMENTS

Permanent Service

Construction Payments shall be subject to refund, without interest, during the ten-year period following Extension Completion Date of the extension or until all monies are refunded whichever is earlier, as follows:

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RULES AND REGULATIONS

STEAM SERVICE

SERVICE CONNECTION AND MAIN EXTENSION POLICY

REFUND OF CONSTRUCTION PAYMENTS - Cont'd

Permanent Service

For each additional Permanent Service customer connected directly to a Steam Main Extension upon which there is unrefunded Construction Payment remaining, Company will recalculate the extension considering the costs of any additional facilities and considering the Construction Allowance provided by such additional Customer or Customers, as well as appropriate sharing of Construction Payment requirements among all Customers to be served by the Steam Main Extension. Refunds of customer Construction Payments where appropriate will be calculated and paid once each year during the refund period and at a time determined by Company. Each Customer or their assignees having made a Construction Payment will receive as a refund the amount necessary to adjust said Construction Payment to the proper level considering the additional customers served from the extension and considering the Construction Allowance in effect, if any, from a subsequent extension.

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

The right to a refund of any payment remaining unrefunded at the end of the specified refund period, or upon termination of service, whichever is earlier, shall cease. In no event shall the total refund to any Customer exceed the original payment made by such Customer.

Temporary Service

Temporary Service will not be eligible for refunds of Construction Payments, unless the subject extension is subdivided by the addition of Permanent Service or Temporary Service customers or in the event that the Temporary Service customer is reclassified to Permanent Service.

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## RULES AND REGULATIONS

## STEAM SERVICE

## SERVICE CONNECTION AND MAIN EXTENSION POLICY

REFUND OF CONSTRUCTION PAYMENTS - Cont'dTemporary Service

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 the Service is reclassified it will be recalculated and become subject to the refund policy of the new service. Under no circumstances shall the total amount refunded to any customer exceed the total Construction Payment made by that Customer.

The right to a refund of any payment remaining unrefunded at the end of the specified refund period, or upon termination of service, whichever is earlier, shall cease. In no event shall the total refund to any Customer exceed the original payment made by such Customer.

REINFORCEMENT

Any required reinforcement on Mains or Services 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 load.

RELOCATION

Applicant or group of Applicants desiring to have existing facilities relocated may request Company to make such changes. If Company determines the relocation can be reasonably made, Company will make such relocation on the following basis:

The estimated cost of relocating such facilities plus the cost of removal less salvage value shall be paid by Applicant as a non-refundable payment.

EXCEPTIONS

In situations where the extension is of such length and the prospective customer 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 will examine each exception separately and, reserves the right to require Applicant or Applicants to pay Company, in advance, all constructions costs and, in addition, contract to pay Company annually an amount to cover the cost of insurance, replacement or removal, license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses of such facilities.

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Original Canceled Sheet No. R25

## RULES AND REGULATIONS

## STEAM SERVICE

## SERVICE CONNECTION AND 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 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 Commission's currently approved customer deposit interest rate, and the construction will not be deleted from the agreement.

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