# **COLORADO - GAS**

# Public Service Company of Colorado Gas Tariff Index

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# **COLORADO - GAS**

# Public Service Company of Colorado Gas Tariff Index

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# **COLORADO - GAS**

# Public Service Company of Colorado Gas Tariff Index

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	Second Revise	<u>∍d</u>	Sheet No.		1
P.O. Box 840 Denver, CO 80201-0840	First Revised	<u>i</u>	Cancels Sheet No.		1
	SCHEDULE OF RATES				
	FOR				
	NATURAL GAS SERVICE				
	AVAILABLE				
IN :	THE ENTIRE TERRITORY SERV	ED			
	ВУ				I
PUBLIO	C SERVICE COMPANY OF COLOR P.O. Box 840 Denver, CO 80201-0840 www.xcelenergy.com 1-800-895-4999	RADO			
	1-000-095-4999				
ADVICE LETTER NUMBER 769		ISSUE DATE	October	23,	2009
DECISION NUMBER	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	October	30,	2009

# PUBLIC SERVICE COMPANY OF COLORADO

	Colo. PUC No. 6 of	Sheet No2
P.O. Box 840 Denver, CO 80201-0840	Colo. PUC Nos. 2,	
	NOTICE	
This tariff cancels an	d supersedes the follo	wing tariffs:
Colorado P.U.C. No. 2		
Colorado P.U.C. No. 2A Colorado P.U.C. No. 4		ly Company ght and Power Company
Colorado P.U.C. No. 5		ompany of Colorado
ADVICE LETTER		ISSUE 5 1 2 0 5 120
NUMBER500		_ DATE <u>September 26, 19</u> 9
DECISION NUMBER C95-796	MANAGER, Rates & Regulatory Affairs	EFFECTIVE October 1, 1995

Twenty-Fifth Revised

Sheet No.

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

Twenty-Fourth Revised

Cancels

3 Sheet No.

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Sub. Fourth Revised ЗА Sheet No.

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Key to Symbols of 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	
N - indicates new rate or regulation	
C - indicates changed regulation	
S - indicates reissued matter (from another sheet)	
D - indicates discontinued rate or regulation A - indicates adjustment for roll-in of portions of the GCA	
Sub indicates substitute	
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	

ADVICE LETTER NUMBER	962		ISSUE DATE	February	21,	2020
DECISION NUMBER	R20-0046	REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	March 1,	202	0

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Colo. PUC No. 6 cancels

Colo. PUC Nos. 2, 2A, 4 & 5 Sheet No.

#### TERRITORY SERVED

Natural Gas Service is supplied in the following cities, towns, and communities and/or in the territory adjacent thereto. For rates available see the applicable rate schedules.

### DENVER METRO REGION

Locality Denver County Denver

#### FOOTHILLS REGION

	Company	
Locality	Division	County
_		
Aspen Park	Front Range	Jefferson
Bergen Park	Front Range	Jefferson
Black Hawk*	Front Range	Gilpin
Boulder*	Boulder	Boulder
Broomfield	Boulder	Ad-Bo-Jeff
Canfield	Boulder	Boulder
Central City*	Front Range	Gilpin
Cody Park	Front Range	Jefferson
Connifer	Front Range	Jefferson
Downieville	Front Range	Clear Creek
Dumont	Front Range	Clear Creek
Empire*	Front Range	Clear Creek
Erie*	Boulder	Weld
Evergreen	Front Range	Jefferson
Georgetown*	Front Range	Clear Creek
Hygiene	Boulder	Boulder
Idaho Springs*	Front Range	Clear Creek
Idledale	Front Range	Jefferson
Indian Hills	Front Range	Jefferson
Kittridge	Front Range	Jefferson
Lafayette*	Boulder	Boulder
Lawson	Front Range	Clear Creek
Longmont*	Boulder	Boulder

(Continued on Sheet No. 5)

ADVICE LETTER NUMBER 500 ISSUE DATE September 26, 1995

DECISION NUMBER C95-796 MANAGER, Rates & Regulatory Affairs DATE October 1, 1995

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Denver, CO 80201-0840

Colo. PUC No. 6 cancels
Colo. PUC Nos. 2, 2A, 4 & 5
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Cancels
Sheet No. \_\_\_\_\_\_

T 7'1	Company	
<u>Locality</u>	<u>Division</u>	County
ouisville*	Boulder	Boulder
yons*	Boulder	Boulder
lead*	Boulder	Weld
Mount Vernon	Front Range	Jefferson
Jederland*	Boulder	Boulder
Jiwot	Boulder	Boulder
Russell Gulch	Front Range	Gilpin
Superior*	Boulder	Boulder
Jah Kenney Park	Front Range	Jefferson
	NORTHERN REGION	
	Company	
<u>Locality</u>	Division	County
atwood	Home Light	Logan
Bellvue	Northern	Larimer
Berthoud*	Northern	Larimer
Brush*	Home Light	Morgan
Campion	Northern	Larimer
Istes Park*	Northern	Larimer
Cort Collins*	Northern	Larimer
Cort Morgan*+	Home Light	Morgan
Tohnstown*	Northern	Weld
Celim	Northern	Weld
aPorte	Northern	Larimer
log Lane Village* Loveland*	Home Light Northern	Morgan Larimer
loverand" [erino*	Home Light	
Milliken*	Northern	Logan Weld
Severance*	Northern	Weld
Sterling*	Home Light	Logan
	(Continued on Sheet No. 6	)

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Colo. PUC Nos. 2, 2A, 4 & 5
Sheet No. Cancels
Sheet No. Cancels
Sheet No. Cancels

	NORTHERN REGION - Cont'd	
	Company	
<u>Locality</u>	Division	County
Timnath*	Northern	Larimer
Weldona	Home Light	Morgan
Wiggins*	Home Light	Morgan
Windsor*	Northern	Weld
	NORTH METRO REGION	
<u>Locality</u>	NORTH METRO REGION	County
Arvada*		Jefferson
Brighton*		Adams
Commerce City*		Adams
East Lake Edgewater*		Adams Jefferson
Edgewater* Federal Heights*		Adams
Fort Lupton*		Weld
Golden*		Jefferson
Lakeside*		Jefferson
Lochbuie*		Weld
Mountain View*		Jefferson
Northglenn*		Adams
Thornton*		Adams
Westminster* Wheat Ridge*		Adams Jefferson
wileat kluge		UELLELSON
	SOUTHERN REGION	
	Company	
<u>Locality</u>	Division	County
Alamosa*	San Luis Valley	Alamosa
Antonito*	San Luis Valley	Conejos
Avondale	Pueblo	Pueblo
Boone*	Pueblo	Pueblo
Capulin	San Luis Valley	Conejos
	(Continued on Sheet No. 7)	

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		Original	Sheet No7
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Denver, CO 80201-0840	Colo.	PUC Nos. 2, 2A, 4 & 5	Sheet No.

	<b>SOUTHERN REGION -</b> Cont'd	
	Company	
<u>Locality</u>	Division	County
Conejos	San Luis Valley	Conejos
Del Norte*	San Luis Valley	Rio Grande
Guadalupe	San Luis Valley	Conejos
La Jara*	San Luis Valley	Conejos
Manassa*	San Luis Valley	Conejos
Monte Vista*	San Luis Valley	Rio Grande
North Avondale	Pueblo	Pueblo
Pueblo*	Pueblo	Pueblo
Richfield	San Luis Valley	Conejos
Romeo*	San Luis Valley	Conejos
Saguache*	San Luis Valley	Saguache
Sanford*	San Luis Valley	Conejos
Sargent	San Luis Valley	Rio Grande
Summitville	San Luis Valley	Rio Grande
Vineland	Pueblo	Pueblo
	SOUTHEAST METRO REGION	
Locality		County
Aurora*		Adams-Arap.
Glendale*		Arapahoe
Parker		Douglas
	SOUTHWEST METRO REGION	<u>-</u>
Locality		County
Bow Mar*		Arapahoe
Cherry Hills Village*		Arapahoe
Columbine Valley*		Arapahoe
Englewood*		Arapahoe
Greenwood Village		Arapahoe
Lakewood*		Jefferson
Littleton*		Arapahoe
110010011		Arapanoc
	(Continued on Sheet No. 8)	
VICE LETTER	ISSUE	
IMBER 500	DATE	September 26, 1

ADVICE LETTER NUMBER 500 September 26, 1995

DECISION NUMBER C95-796 MANAGER, Rates & Regulatory Affairs DATE October 1, 1995

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Colo. PUC Nos. 2, 2A, 4 & 5
Sheet No. 8

Cancels
Sheet No. 9

<u>Locality</u> Louviers Morrison* Sedalia Sheridan*	<b>SOUTHWEST METRO REGION</b> - Cont'd	County  Douglas Jefferson Douglas
Louviers Morrison* Sedalia	DOUTING REGION COINT OF	<u>County</u> Douglas Jefferson
Louviers Morrison* Sedalia		Douglas Jefferson
Morrison* Sedalia		Jefferson
Sedalia		
		Douglas
Sheridan*		DOGSTAD
		Arapahoe
	WESTERN DIVISION	
	Company	
Locality	Division	County
Arron *	Mountair	Engle
Avon*	Mountain	Eagle
Beaver Creek	Mountain	Eagle
Breckenridge*	Mountain	Summit
Clifton	Western	Mesa
Climax	Mountain	Lake
Copper Mountain	Mountain	Summit
DeBeque*	Western	Mesa
Dillon	Mountain	Summit
Fraser*	Mountain	Grand
Frisco*	Mountain	Summit
Fruita*	Western	Mesa
Fruitvale	Western	Mesa
Granby*	Mountain	Grand
Grand Lake*	Mountain	Grand
Grand Junction*	Western	Mesa
Hideaway Park	Mountain	Grand
Hot Sulphur Springs	Mountain	Grand
Keystone	Mountain	Summit
Kremmling*	Mountain	Grand
Leadville*	Mountain	Lake
Minturn*	Mountain	Eagle
New Castle*	Western	Garfield
Orchard Mesa	Western	Mesa
Palisade*	Western	Mesa

ADVICE LETTER NUMBER	500		ISSUE DATE _	September 26, 1995
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P.O. Box 840 Denver, CO 80201-0840 Original Sheet No. 9

Colo. PUC No. 6 cancels
Colo. PUC Nos. 2, 2A, 4 & 5 Sheet No.

Parachute* Parshall Red Cliff* Mount Rifle* Silt* Silverthorne* Mount Tabernash Vail* West Vail Winter Park*  Incorporated cities and towns are de Incorporated cities and towns having are designated by +.	ain ain rn rn ain ain ain ain ain ain ain ain ain	Garfield Grand Eagle Garfield Garfield Summit Grand Eagle Eagle Grand
Red Cliff* Mount Rifle* Weste Silt* Weste Silverthorne* Mount Tabernash Mount Vail* Mount West Vail Mount Winter Park* Mount Incorporated cities and towns are de	ain rn rn ain ain ain ain ain ain ain ain	Eagle Garfield Garfield Summit Grand Eagle Eagle Grand
Rifle* Silt* Weste Silverthorne* Mount Tabernash Mount West Vail Mount Winter Park*  Mount	rn rn ain ain ain ain ain ain ain ain	Garfield Garfield Summit Grand Eagle Eagle Grand
Silt* Weste Silverthorne* Mount Cabernash Mount Vail* Mount Viest Vail Mount Vinter Park* Mount Cincorporated cities and towns are de	rn ain ain ain ain ain ain ain ain	Garfield Summit Grand Eagle Eagle Grand
ilverthorne* Mount dabernash Mount ail* Mount dest Vail Mount inter Park* Mount ncorporated cities and towns are de ncorporated cities and towns having	ain ain ain ain ain ain ain ain	Summit Grand Eagle Eagle Grand
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inter Park* Mount  ncorporated cities and towns are de  ncorporated cities and towns having	ain signated by *.	Grand
ncorporated cities and towns are de	signated by *.	
ncorporated cities and towns having		istribution facilitie
	municipal gas di	istribution facilitie

ADVICE LETTER NUMBER 500 ISSUE September 26, 1995

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			Original		Sheet No	10
P.O. Box 840 Denver, CO 80201	1-0840		PUC No. 6 ca		Cancels — Sheet No. —	
		M	IAP			
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DECISION NUMBER	C95-796	M Rates &	ANAGER, Regulatory Affairs	EFFECTIVE DATE _	October 1,	. 1995

TOBEIO GERV			. 002		e Hundred	l Thirt	y-third	Revised	Sheet No	10A
P.O. Box 840 Denver, CO 80201	1-0840	2 <sup>nd</sup>	Sub.	One	Hundre <u>d</u>	Thirty	-second	Revise	Cancels Sheet No	10A
			RE	SERV	ED FOR F	'UTURE	FILING			
ADVICE LETTER NUMBER	932						IS	SSUE DATE	August 30	), 2018
DECISION NUMBER	C18-0736	5-I			VICE PRI Rates & Reg	ESIDENT, ulatory Affairs	E	FFECTIVE SE	eptember 1	., <u>20</u> 18

				Six	tieth Revis	sed	Sheet No	10B
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ADVICE LETTER NUMBER	932	_				DATE	August 30	, 2018
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NUMBER

Fifty-first Revised 10C Sheet No. P.O. Box 840 Denver, CO 80201-0840 Cancels Sheet No. 2<sup>nd</sup> Sub. Fiftieth Revised 10C RESERVED FOR FUTURE FILING ADVICE LETTER NUMBER ISSUE DATE <u>August 30, 201</u>8 932 **DECISION** VICE PRESIDENT, **EFFECTIVE** C18-0736-I September 1, 2018

Rates & Regulatory Affairs

DATE

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P.O. Box 840 Denver, CO 80201	I-0840		2 <sup>nd</sup>	S <u>ub</u> .	Fif	fty-thir	d Revis	Cancels Sed Sheet No.		10D
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ADVICE LETTER							ISSUE			
NUMBER	932	_	VICI	E PRES	IDENT, tory Affai		DATE	August		
NUMBER	C18-0736-I	F	Rates &	Regula	tory Affa	irs	DATE	Septembe	r 1,	2018

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P.O. Box 840 Denver, CO 8020	1-0840	2 <sup>nd</sup>	Sub.	One	Hundre	<u>ed</u>	Forty-	-sixth	Revis	ed Cancels Sheet No	1	1
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ADVICE LETTER NUMBER	932							IS D	SSUE ATE _	August 3	30, 3	2018
DECISION NUMBER	C18-0736-I			Ra	VICE PRESI ites & Regulat	IDEN	IT, Affairs	E D	FFECTIVE ATE	September	1,	2018

11A

Ninetieth Revised

	Ninetieth Revised	Sheet No	11A
P.O. Box 840 Denver, CO 80201-0840	Eighty-ninth Revi	sed Cancels Sheet No. —	11A
RE	ERVED FOR FUTURE FILING		
ADVICE LETTER 0.2.2	1991		
NUMBER 932	ISSUE DATE	August 3	0, 2018

EFFECTIVE September 1, 2018

# PUBLIC SERVICE COMPANY OF COLORADO

**DECISION** 

NUMBER

C18-0736-I

			Ninety-firs	t Revised	Sheet No	11B	
P.O. Box 840 Denver, CO 80201	1-0840		Ninetieth R	evised	Cancels Sheet No. —	11B	
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ADVICE LETTER NUMBER	932			ISSUE DATE _	August 30	0, 2018	

VICE PRESIDENT,

Rates & Regulatory Affairs

			Forty-fourth	Revised	Sheet No	11C
P.O. Box 840 Denver, CO 8020	1-0840		Forty-third R	evised	Cancels Sheet No	11C
		RESERVED FOR	R FUTURE FILING	1		
ADVICE LETTER NUMBER	932			ISSUE DATE	August 30	), 2018
DECISION NUMBER	C18-0736-I	VICE Rates &	E PRESIDENT, Regulatory Affairs	EFFECTIVE S	September 1	L, 2018

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P.O. Box 840 Denver, CO 80201-0840		Third Revised		Cancels Sheet No.	11D
	RESERVED FOR	FUTURE FILING			
ADVICE LETTER 932			ISSUE DATE	August 30	, 2018
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P.O. Box 840 Denver, CO 80201-0840

12 Ninth Revised Sheet No. \_ Cancels Sub. Eighth Revised Sheet No. 12

		7
GAS RATES	RATE	
GAS SERVICE		
SCHEDULE OF CHARGES FOR RENDERING SERVICE		
To institute or reinstitute gas service requiring a premise visit within:	\$ 101.00 137.00	I
To institute or reinstitute both gas and electric service requiring a premise visit within:  24 hours	142.00 199.00	I
To transfer service at a specific location from one customer to another customer where such service is continuous, either gas service or both gas and electric service at the same time not requiring a premise visit	8.00	
To provide a non-regularly scheduled final meter Reading at customers request	25.00	
To perform non-gratuitous labor for service work in addition to charges for material is as follows:		
Trip Charge	55.00	I
per man-hour	99.00 99.00	I
(Continued on Sheet No. 12A)		
CE LETTER ISSUE DATE OCT	ober 27, 202	<u> </u>

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

October 27, 2022

DECISION NUMBER C22-0642 EFFECTIVE DATE November 1, 2022

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

DECISION

NUMBER

C22-0642

Thirteenth Revised Sheet No. 12A

Cancels
Twelfth Revised Sheet No. 12A

EFFECTIVE

DATE

November 1, 2022

GAS RATES	
GAS SERVICE	
SCHEDULE OF CHARGES FOR RENDERING SERVICE	
An overtime rate will be applicable to non-gratuitous labor for service work performed before and after normal working hours of 8:00 AM to 5:00 PM Monday through Saturday.	
The overtime rate shall be, per man hour  Minimum Charge, one hour  When such service work is performed on Sundays and	126.00 126.00
holidays, per man hour	153.00 153.00
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 Non-Residential Service customer who chooses to pay his/her monthly natural gas 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 card payments.	
To achieve payment from a Residential Service customer who chooses to pay his/her monthly natural gas bill with a credit or debit card, a per transaction convenience fee of \$1.50 shall be charged for any credit or debit card payment by the Company's third party vendor that processes credit card payments.	
For a customer with a combined gas and electric bill, the per transaction convenience fee shall be assessed only once when a customer pays his/her combined gas and electric monthly bill as a single credit or debit card transaction.	
(Continued on Sheet No. 12B)	
LETTER ISSUE DATE Octol	ber 27, 20

Rates & Regulatory Affairs

DATE

# PUBLIC SERVICE COMPANY OF COLORADO

NUMBER

P.O. Box 840
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Cancels
Sheet No. 12B

GAS SERVICE  GAS SERVICE  SCHEDULE OF CHARGES FOR RENDERING SERVICE  To produce a Non-Standard Batched Customer Data Report as set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff:  Non-Standard Batched Customer Data Report Charge, per report: \$ 291.00  To produce a Non-Standard Aggregated Data Report as set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff:  Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00  Services of the Company's Gas Tariff:  Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00	11701, 00 00201 0040	20.21 11120 1		
To produce a Non-Standard Batched Customer Data Report as set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff:  Non-Standard Batched Customer Data Report Charge, per report: \$ 291.00  To produce a Non-Standard Aggregated Data Report as set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff:  Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00  Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00		GAS RATES		RATE
To produce a Non-Standard Batched Customer Data Report as set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff:  Non-Standard Batched Customer Data Report Charge, per report: \$ 291.00  To produce a Non-Standard Aggregated Data Report as set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff:  Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00  Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00		GAS SERVICE		
set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff:  Non-Standard Batched Customer Data Report Charge, per report: \$ 291.00  To produce a Non-Standard Aggregated Data Report as set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff:  Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00	SCHEDULE OF CHA	ARGES FOR RENDERING SERVI	CE	
To produce a Non-Standard Aggregated Data Report as set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff:  Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00	set forth in the Reque Rules and Regulation	ests for Customer Data sens Applicable to All	ection of the	
forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff:  Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00  \$ 65.00	Non-Standard Batched (	Customer Data Report Char	ge, per report	: \$ 291.00
CELETTER 979 SER SSUE JANUARY 21, 20: DATE DATE REGIONAL VICE PRESIDENT. February 21, 20:	forth in the Request Rules and Regulation	s for Customer Data sens Applicable to All	ction of the	
REGIONAL VICE PRESIDENT, February 21, 20	Non-Standard Aggregate	ed Data Report Charge, pe	r hour:	\$ 65.00
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Sub. Se

Sub. Second Revised Sheet No. 13
Cancels

First Revised

Sheet No. \_\_\_\_

13

# NATURAL GAS RATES SCHEDULE OF THERM CONVERSION FACTORS

Following is a summary of the factors used by the Company to convert metered volumes to therms.

#### Altitude Factors

P.O. Box 840

Denver, CO 80201-0840

The following is a summary of the currently effective Altitude Factors utilized by the Company for the purpose of converting residential and commercial customer classes' metered volumes to therms. These Altitude Factors are developed based on the mean altitude of each range utilizing the procedure as set forth on Sheet Nos. R25 through R26.

Range	From	To	Mean Altitude	Altitude Factor
			(H)	(F <sub>P</sub> )
1	3,301	3,900	3,600	0.8907
2	3,901	4,500	4,200	0.8724
3	4,501	5,100	4,800	0.8534
4	5,101	5,700	5,400	0.8357
5	5,701	6,300	6,000	0.8181
6	6,301	6,900	6,600	0.8011
7	6,901	7,500	7,200	0.7841
8	7,501	8,100	7,800	0.7678
9	8,101	8,700	8,400	0.7515
10	8,701	9,300	9,000	0.7352
11	9,301	9,900	9,600	0.7203
12	9,901	10,500	10,200	0.7047
13	10,501	11,100	10,800	0.6904

(Continued on Sheet 13A)

ADVICE LETTER NUMBER 567 ISSUE DATE July 31, 2000

DECISION NUMBER C00-801 VICE PRESIDENT, Rates & Regulatory Affairs DATE August 1, 2000

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

	Eightieth Revi	sed	Sheet No	13A
Sub.	Seventy-ninth	Revised	Cancels Sheet No.	13A

# NATURAL GAS RATES SCHEDULE OF THERM CONVERSION FACTORS

**Energy Factors** 

The following is an illustrative summary of the Energy Factors utilized by the Company for the purpose of converting residential and commercial customer classes' metered volumes to therms. The Energy Factors shall be subject to monthly revisions effective, the first of each month, T based upon an analysis of the Heating Values for each Btu Zone for the one T month period ending one month prior. Each proposed revision of the Energy T Factors will be accomplished by posting the energy factors on the Company website and will be accompanied by such supporting data and information as the Commission may require from time to time. The new factors and documentation will be placed on the Company website located on the Rates & T Regulations page on the Rate books page under gas Therm Factors.

These Energy Factors are developed based on the procedure set forth in T the Therm Conversion Sections found of the Rules and Regulations section of T this tariff book.

Btu Zone
Brush
Denver
Grand Junction
Greasewood
Merino
Mountain
Northern
Pueblo
Rifle-Vail
Southern
Sterling

(Continued on Sheet No. 13B)

ADVICE LETTER 948

DECISION NUMBER

VICE PRESIDENT, Rates & Regulatory Affairs

NUMBER

DATE

May 28, 2019

July 1, 2019

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P.O. Box 840 Denver, CO 80201-0840				Cancels Sheet No.	
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ADVICE LETTER NUMBER 567			ISSUE DATE	July_31,	2000
DECISION NUMBER C00-801		E PRESIDENT, & Regulatory Affairs	EFFECTI DATE	VE August 1,	2000

Eighteenth Revised 14 \_ Sheet No. \_ Cancels

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

Seventeenth Revised 14 Sheet No. . RATE NATURAL GAS RATES RESIDENTIAL GAS SERVICE SCHEDULE RG APPLICABILITY Applicable to Residential service. Not applicable to resale service. MONTHLY RATE Service and Facility Charge, per service meter ...... \$ 11.00 Usage Charge, all gas used per Therm ...... \$ 0.31717 MONTHLY MINIMUM..... \$11.00 GAS RATE ADJUSTMENT This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40. GAS COST ADJUSTMENT This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50. PAYMENT AND LATE PAYMENT CHARGE Bills for gas service are due and payable within fourteen (14) business days from date of bill. A business day for purposes under this Payment and Late Payment Charge section is all non-holiday weekdays. Holidays are defined as New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Frances Xavier Cabrini Day, Thanksgiving Day, and Christmas Veterans Day, Residential customers have the option of selecting a modified due date ("Custom Due Date") for paying their bill. date can be extended up to a maximum of thirty (30) calendar days from the scheduled due date of the current bill. Customers selecting a Custom Due Date will remain on the selected due date for a period not less than twelve (12) consecutive months. A maximum late payment charge of 1.0% per month shall be applied to all billed balances for Commission jurisdictional charges that are not paid by the billing date shown on the next bill unless the balance is \$50 or less. The Company will remove the assessment of a late payment charge for one billing period, but not more frequently than once in any twelve-month period, at customer's request. The late payment charge will not apply to a billed security deposit, or in instances where a Company billing error is involved, or where complications arise with financial institutions processing payments that are no fault of the customer, or where a customer is current on an active payment arrangement.

ADVICE LETTER NUMBER	1015		ISSUE DATE _	April 13, 2023
DECISION NUMBER		REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	May 14, 2023

(Continued on Sheet No. 14A)

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

Sheet No. 14A

Original Cancels Sheet No. 14A

NATURAL GAS RATES	RATE
RESIDENTIAL GAS SERVICE	
SCHEDULE RG	
SERVICE PERIOD  All service under this schedule shall be for a minimum period of twelve (12) consecutive months and shall continue thereafter until terminated, where service is no longer required, on three days' notice.	2
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 811

DECISION NUMBER R11-1134

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs December 9, 2011

DATE January 1, 2012

Twelfth Revised 15 \_\_ Sheet No. \_\_ Cancels

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

15 Eleventh Revised Sheet No. RATE NATURAL GAS RATES RESIDENTIAL GAS OUTDOOR LIGHTING SERVICE SCHEDULE RGL APPLICABILITY Applicable only to Residential service, customer-owned gas luminaires of the mantle type where the natural gas for such luminaires does not pass through the meter measuring customer's other gas consumption and the luminaire installed prior to April 1, 1976. Not applicable to resale service. MONTHLY RATE Ι Charge for one or two mantle fixture, per fixture..... \$ 18.40 Charge for each additional mantle over two mantles, Ι per mantle per fixture..... 9.20 MONTHLY MINIMUM Minimum charge shall be the billing under this schedule. GAS RATE ADJUSTMENT This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40. GAS COST ADJUSTMENT This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50. PAYMENT AND LATE PAYMENT CHARGE Bills for gas service are due and payable within fourteen (14) business days from date of bill. A business day for purposes under this Payment and Late Payment Charge section is all non-holiday weekdays. Holidays are defined as New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Т Day, Independence Day, Labor Day, Frances Xavier Cabrini Day, Thanksqivinq Day, Day, and Christmas Residential customers have the option of selecting a modified due date ("Custom Due Date") for paying their bill. date can be extended up to a maximum of thirty (30) calendar days from the scheduled due date of the current bill. Customers selecting a Custom Due Date will remain on the selected due date for a period not less than twelve (12) consecutive months. A maximum late payment charge of 1.0% per month shall be applied to all billed balances for Commission jurisdictional charges that are not paid by the billing date shown on the next bill unless the balance is \$50 or less. The Company will remove the assessment of a late payment charge for one billing period, but not more frequently than once in any twelve-month period, at customer's request.

ADVICE LETTER NUMBER	1004		ISSUE DATE	October 27, 2022
DECISION NUMBER	C22-0642	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	November 1, 2022

(Continued on Sheet No. 15A)

Sub. Fourth Revised 15A Sheet No. \_ Cancels

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

Third Revised

Sheet No.

15A

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RATE

#### NATURAL GAS RATES

#### RESIDENTIAL GAS OUTDOOR LIGHTING SERVICE

#### SCHEDULE RGL

### PAYMENT AND LATE PAYMENT CHARGE - Cont'd

The late payment charge will not apply to a billed security deposit, or in instances where a Company billing error is involved, or where complications arise with financial institutions in processing payments that are no fault of the customer, or where a customer is current on an active payment arrangement.

#### SERVICE PERIOD

New service is not available hereunder. Where existing service is no longer required customer may terminate service on three days' notice.

#### RULES AND REGULATIONS

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

- The gas light fixture and customer's piping shall be owned and serviced by the customer. Should Company be requested to perform service on the gas light fixture or customer's piping such service shall be made accordance with Company's standard gas service policy and charges shall be made in accordance therewith.
- Service hereunder is available only to mantle type gas 2. luminaires at locations receiving service under this rate schedule as of March 31, 1976.
- 3. Service hereunder is subject to further specific rules and regulations for gas lights as set forth in the Rules and Regulations section of this tariff.

ADVICE LETTER

811

VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

December 9, 2011

DATE

DECISION

NUMBER

R11-1134

Fifteenth Revised 16 Sheet No. \_ Cancels 16

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

Fourteenth Revised Sheet No. RATE NATURAL GAS RATES COMMERCIAL - SMALL GAS SERVICE SCHEDULE CSG APPLICABILITY Applicable to Commercial customers whose annual consumption is less than 50,000 therms. Not applicable to resale service. MONTHLY RATE Service and Facility Charge, per service meter ........ \$ 49.44 Usage Charge, all gas used per Therm ...... 0.25077 MONTHLY MINIMUM ..... \$ 49.44 GAS RATE ADJUSTMENT This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40. GAS COST ADJUSTMENT This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50. PAYMENT AND LATE PAYMENT CHARGE Bills for gas service are due and payable within fourteen (14) business days from date of bill. Any amounts in excess of fifty dollars (\$50.00) not paid on or before three business days after the due date of the bill shall be subject to a late payment charge of 1.5% per month. A business day for purposes under this Payment and Late Payment Charge section is all nonholiday weekdays. Holidays are defined as New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Frances Xavier Cabrini Day, Veterans Day, Thanksgiving Day, and Christmas Day. SERVICE PERIOD All service under this schedule shall be for a minimum period of twelve consecutive months and shall continue thereafter unless terminated by customer on not less than three (3) days' notice to Company. If customer's annual usage quantities are 50,000 therms or more in any consecutive twelve-month period ending March 31, the customer is no longer eligible for service under this Schedule and the Company shall bill customer under Schedule CLG, beginning with the first full monthly billing period after May 1 of the same year. (Continued on Sheet No. 16A)

1920 April 13, 2023 ADVICE LETTER ISSUE NUMBER REGIONAL VICE PRESIDENT, EFFECTIVE May 14, 2023 DECISION Rates & Regulatory Affairs DATE

P O Box 840

Sub. Third Revised 16A Sheet No. Canada

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Denver, CO 80201-0840	Sub.	Second	Patricad	Sheet No. ——	16A
NATUR	AL GAS RATES			RA <sup>-</sup>	ΤE

# SCHEDULE CSG

COMMERCIAL - SMALL GAS SERVICE

#### SERVICE PERIOD - Cont'd

For initial service, customer may request to begin service under this Schedule CSG unless customer's gas consumption facilities are known to equal or exceed 50,000 therms per year of usage. In the event that the customer elects service hereunder as initial service that requires a distribution extension and the Construction Allowance applicable under Schedule CSG exceeds the Construction Allowance that would otherwise be applicable under Schedule CLG, the minimum service period shall be three years. Such three-year minimum service period shall not apply to a customer under this schedule requesting service under Schedule TFS. Service period shall begin on the date the meter is set. customer has received service for the minimum service period under other Company gas service schedules (Schedules CLG, TFS or TFL) and customer's annual usage quantities are less than 50,000 therms for thirty-six (36) consecutive months, customer may request service under this schedule. However, in the event a customer elects service hereunder and the customer's annual usage quantities are greater than 40,000 therms, the customer must continue to maintain the communication devices required under Schedules CLG and TFL. Such service shall commence with the first full monthly billing period after the Company determines that the customer is eligible for and the Company is able to provide service hereunder.

#### ANNUAL THERM DETERMINATION

The Company shall determine a customer's eligibility for receiving service under Schedule CSG by totaling the customer's measured consumption for twelve consecutive billing months ending March 31. If such annual consumption is less than 50,000 therms, the customer is eligible to receive service hereunder. If such annual consumption is 50,000 Therms or more, the customer is no longer eligible to receive service hereunder and customer shall begin service under Schedule CLG effective for the next billing period subsequent service period May 1 through April 30 following the Company's eligibility determination.

(Continued on Sheet No. 16B)

ADVICE LETTER ISSUE 811 December 9, 2011 NUMBER DATE DECISION REGIONAL VICE PRESIDENT, **EFFECTIVE** January 1, 2012 R11-1134 Rates & Regulatory Affairs DATE

January 1, 2012

**EFFECTIVE** 

DATE

# PUBLIC SERVICE COMPANY OF COLORADO

R11-1134

**DECISION** 

NUMBER

Sub. Original	Sheet No.	16	<u>B</u>
P.O. Box 840 Denver, CO 80201-0840	Cancels Sheet No.		
NATURAL GAS RATES		RATE	
COMMERCIAL - SMALL GAS SERVICE			
SCHEDULE CSG			
Service supplied under this schedule is subject to to terms and conditions set forth in the Company's Rules a Regulations on file with The Public Utilities Commission the State of Colorado and the following special conditions:  1. Customer may be required to install an adequa pulsation chamber ahead of a gas engine.  2. For service to gas engine driven irrigation pum the Point of Delivery and location of meter shabe determined by Company. Except in unusu situations, such point and meter location shall at the customer's property line nearest to Company's source of natural gas. All piping beyon Point of Delivery shall be installed, owned a maintained by customer.  ADMICELETIER NUMBER 811 ISSUE DATE DATE DATE DATE DATE.	nd of te ps ll al be he nd	er 9, 2	0111

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

Fifteenth Revised 17 Sheet No. \_ Cancels

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P.O. Box 840

17 Fourteenth Revised Denver, CO 80201-0840 Sheet No. RATE NATURAL GAS RATES COMMERCIAL - LARGE GAS SERVICE SCHEDULE CLG APPLICABILITY Applicable to Commercial service for customers with 5,000 or more Dekatherms (Dth) of annual usage. Not applicable to resale service. MONTHLY RATE Service and Facility Charge, per service meter ........ \$ 225.30 Capacity Charge, per Maximum Daily Quantity in Dth ...... 15.00 Usage Charge, all gas used per Dth ...... 0.4977 MONTHLY MINIMUM The Service and Facility Charge plus the Capacity Charge. GAS RATE ADJUSTMENT This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40. GAS COST ADJUSTMENT This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50. PAYMENT AND LATE PAYMENT CHARGE Bills for gas service are due and payable within fourteen (14) business days from date of bill. Any amounts in excess of fifty dollars (\$50.00) not paid on or before three business days after the due date of the bill shall be subject to a late payment charge of 1.5% per month. A business day for purposes under this Payment and Late Payment Charge section is all nonholiday weekdays. Holidays are defined as New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Frances Xavier Cabrini Day, Veterans Day, Thanksgiving Day, and Christmas Day. SERVICE PERIOD All service under this schedule shall be for a minimum period of twelve consecutive months and shall continue thereafter unless terminated by customer on not less than three (3) days' notice to Company. If the customer has received service for the minimum service period under this schedule and customer requests service under another rate schedule, including Schedule TFL, customer shall provide Company at least thirty (30) days written notice. (Continued on Sheet No. 17A)

ADVICE LETTER ISSUE 1015 April 13, 2023 NUMBER DATE DECISION REGIONAL VICE PRESIDENT, **EFFECTIVE** May 14, 2023 Rates & Regulatory Affairs DATE

P.O. Box 840 Denver, CO 80201-0840 Sub. Fifth Revised Sheet No. 17A

Cancels
Sub. Fourth Revised Sheet No. 17A

Sheet No. RATE NATURAL GAS RATES COMMERCIAL - LARGE GAS SERVICE SCHEDULE CLG SERVICE PERIOD - Cont'd If the customer has received service for the minimum service period under this schedule and customer's annual usage quantities are less than 5,000 Dth for thirty-six consecutive months, customer may request service under Schedule CSG. Such service will be billed beginning with the first full monthly billing period after the Company determines that the customer is eligible. Upon beginning service on Schedule CSG, customer shall remain on such schedule for the minimum service period. MAXIMUM DAILY QUANTITY Т The MDQ shall be established by meter measurement at a level that is no less than the customer's maximum daily usage at each Point of Delivery. Where actual peak daily meter data is not available, Company shall use the customer's annual consumption and an average load factor to estimate the MDQ. The Company shall increase Customer's MDQ effective May 1 of each year based on the highest usage for any day occurring Т during the previous three years (May 1 through April 30). MDQ for customers converting from a firm gas transportation rate Т schedule (the former TF or TFL rate schedule) to the CLG rate schedule shall equal the MDQ established under the applicable transportation rate schedule. Т In the event that customer reduces its usage in any year and customer desires to reduce its MDQ, the customer may request in writing that Company consider a reduction in the Τ customer's MDQ and grant a reset of the established MDQ. Upon receipt of such request, Company may grant a reset of the TTpreviously established MDQ under Schedule CLG or authorize a change to the customer's service eligibility under Schedule Т CSG for the following situations only: sole 1. Company determines in its discretion customer has physically and permanently removed gas appliances or consuming equipment as physically verified by Company that results in a reduction in MDQ In which case, Company shall determine the appropriate MDO. Т 2. Company determines in its sole discretion customer has installed Gas Demand-Side Management equipment as a part of a Company-sponsored Gas Demand-Side Management program that results in a reduction in which case Company shall determine the in appropriate MDQ.

ADVICE LETTER NUMBER 962 ISSUE DATE February 21, 2020

DECISION NUMBER R20-0046 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs DATE March 1, 2020

(Continued on Sheet No. 17B)

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## PUBLIC SERVICE COMPANY OF COLORADO

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

Sub. Second Revised Sheet No. 17B

Sub. First Revised Sheet No. 17B

Sub. First Revised Sheet No. 17B

NATURAL GAS RATES RATE

#### SCHEDULE CLG

COMMERCIAL - LARGE GAS SERVICE

#### MAXIMUM DAILY QUANTITY - Cont'd

3. Company determines in its sole discretion that the customer used substantial amounts of gas due to an unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such event and that such devices are not required for any permanent service requirement and further that Receiving Party will continue to use gas quantities up to the MDQ.

#### COMMUNICATION LINE INSTALLATION AND MAINTENANCE

Except as otherwise provided below, customer shall be responsible for installation and maintenance costs associated communication equipment compatible with Company's communication equipment as may be required by Company for electronic reporting of measurement data. Customer shall provide such communication equipment prior to initiation of service as directed by Company. Customer shall coordinate installation of communication equipment with Company. shall be responsible for installation and maintenance costs associated with advanced communication equipment required for operational and billing purposes.

Customer will maintain the communication equipment in good working order and cause any interruption in service over the communication line to be repaired as soon as possible. If the Company is required to make site trip(s) in addition to the initial trip made by Company to confirm the communication line outage and the final trip to synchronize the meter with the communication line, Company shall charge the customer for Trip Charges and other related charges that may be applicable as provided under the Schedule of Charges for Rendering Service in Company's tariff.

## 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 and the following special conditions:

- 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
- 2. For service to gas engine driven irrigation pumps the Point of Delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of natural gas. All piping beyond Point of Delivery shall be installed, owned and maintained by customer.

ADVICE LETTER NUMBER 962 ISSUE DATE February 21, 2020

DECISION NUMBER R20-0046 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs DATE March 1, 2020

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

Ninth Revised
Sheet No. 18

Eighth Revised
Sheet No. 18

RATE NATURAL GAS RATES COMMERCIAL GAS OUTDOOR LIGHTING SERVICE SCHEDULE CGL APPLICABILITY Applicable only to customer-owned gas luminaries of the mantle type where the natural gas for such luminaries does not pass through the meter measuring customer's consumption and the luminaire was installed prior to April 1, 1976. Said applicability is further limited, after November 4, 1979, for Commercial and Industrial customers and after December 31, 1981, for Municipal customers, to be applicable only to locations for which customer has been granted an exemption, by order of the Public Utilities Commission of the State of Colorado, to the prohibition on use of outdoor gas lighting. Not applicable to resale service. MONTHLY RATE Ι Charge for one or two mantle fixture, per fixture..... \$ 18.40 Charge for each additional mantle over two mantles, Ι per mantle per fixture..... 9.20 MONTHLY MINIMUM Minimum charge shall be the billing under this schedule. GAS RATE ADJUSTMENT This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40. GAS COST ADJUSTMENT This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50. PAYMENT AND LATE PAYMENT CHARGE Bills for gas service are due and payable in accordance with the Payment and Late Payment Charge provisions of the general service schedule under which the customer receives service. In the event that a customer is billed for lighting service separate from a general service schedule, Payment and Late Payment Charge provisions under the Commercial - Small Gas Service shall be applicable. (Continued on Sheet No. 18A)

ADVICE LETTER NUMBER 1004 ISSUE DATE October 27, 2022

DECISION NUMBER C22-0642 Rates & Regulatory Affairs DATE November 1, 2022

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

Sub. Fourth Revised Sheet No. 18A

Cancels Sheet No. 18A

NATURAL GAS RATES RATE

## COMMERCIAL GAS OUTDOOR LIGHTING SERVICE

#### SCHEDULE CGL

### SERVICE PERIOD

New service is not available hereunder. Where existing service is no longer required customer may terminate service on three days' notice.

## RULES AND REGULATIONS

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

- 1. The gas light fixture and customer's piping shall be owned and serviced by the customer. Should Company be requested to perform service on the gas light fixture or customer's piping such service shall be made in accordance with Company's standard gas service policy and charges shall be made in accordance therewith.
- 2. Service hereunder is available only to mantle type gas luminaries at locations receiving service under this rate schedule as of March 31, 1976.
- 3. After November 4, 1979, for Commercial and Industrial customers and after December 31, 1981, for Municipal customers, service hereunder will not be available except to individual customers who are granted an exemption, by The Public Utilities Commission of the State of Colorado, from the outdoor gas lighting prohibitions of Section 402(B) of the Powerplant and Industrial Fuel Use Act of 1978 (the Act).
- 4. Service hereunder is subject to further specific rules and regulations for gas lights as set forth in the Rules and Regulations section of this tariff.

ADVICE LETTER

DECISION

NUMBER

NUMBER 811

011

R11-1134

VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

December 9, 2011

EFFECTIVE DATE January 1, 2012

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Second Revised 18B Sheet No. 18B

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

Cancels 2<sup>nd</sup> Sub. First Revised Sheet No.

RATE	NATURAL GAS RATES
	RESERVED FOR FUTURE FILING

ADVICE LETTER NUMBER

743

ISSUE DATE

December 23, 2008

**DECISION** NUMBER C08-1311

VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** DATE

January 1, 2009

Sheet No. \_ Cancels

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Sub. First Revised 18C P.O. Box 840 Denver, CO 80201-0840 Original 18C Sheet No. RATE NATURAL GAS RATES

RESERVED FOR FUTURE FILING

ADVICE LETTER NUMBER 743

C08-1311

ISSUE DATE

December 23, 2008

VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** <u>January 1, 20</u>09 DATE

**DECISION** NUMBER

**DECISION** 

NUMBER

Tenth Revised 19 Sheet No. Cancels Sheet No 19 Ninth Revised

	Sheet No	19
NATURAL GAS RATES		RATE
INTERRUPTIBLE INDUSTRIAL GAS SERVICE		
SCHEDULE IG		
APPLICABILITY  Applicable to Commercial and Industrial customers for service where Company has a supply of gas available in excess of that required for service under higher priority schedules Not applicable to resale service.	ss	
MONTHLY RATE  Service and Facility Charge, per service meter  On-Peak Demand Charge, for the maximum Daily On-Peak gas  contracted for, per Dth  Usage Charge, all gas used per Dth  In calculating bills for gas service, the quantity of gas registered on the meter shall be adjusted to a quantity based on sixty degrees Fahrenheit (60°F) and at a pressure six ounces per square inch above average atmospheric pressure	as Ey	71.86 15.00 1.0497
MONTHLY MINIMUM  The Monthly Minimum will be the Service and Facilit Charge plus the On-Peak Demand Charge.	ΞΥ	
UNAUTHORIZED OVERRUN GAS  If, on any day when curtailment or interruption of gausage has been ordered by Company, customer fails to curtain or shut off the use of gas when and as directed by Company and/or the total quantity of On-Peak gas taken by custome exceeds the amount contracted for, then all such gas take after customer is directed by Company to curtail use of gand until such time customer is authorized by Company tresume full use of gas shall constitute Unauthorized Overrugas. Customer shall pay \$25.00 per Dth plus the market price of gas per the CIG Rockies Index as published by Gas Daily for all such Unauthorized Overrungas in addition to the Commodition Charge.	il ny er en as co in ce	
GAS RATE ADJUSTMENT  This rate schedule is subject to the Gas Rate Adjustment commencing on Sheet No. 40.	CS .	
GAS COST ADJUSTMENT  This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.	nt	
(Continued on Sheet No. 19A)		

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** 

DATE

May 14, 2023

Third Revised Sheet No. 19A

Second Revised Sheet No. 19A

Sheet No. 19A

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

NATURAL GAS RATES RATE

# INTERRUPTIBLE INDUSTRIAL GAS SERVICE

#### SCHEDULE IG

## PAYMENT AND LATE PAYMENT CHARGE

Bills for gas service are due and payable within fourteen (14) business days from date of bill. A business day for purposes under this Payment and Late Payment Charge section is all non-holiday weekdays. Holidays are defined as New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Frances Xavier Cabrini Day, Veterans Day, Thanksgiving Day, and Christmas Day. Any amounts in excess of fifty dollars (\$50.00) not paid on or before three business days after the due date of the bill shall be subject to a late payment charge of 1.5% per month.

## CONTRACT PERIOD

This schedule is available only under the Company's standard form of contract. Such contract shall be for a minimum period of one year and shall continue thereafter unless terminated by customer on not less than three (3) days' notice to Company or until cancelled as provided by said contract.

#### COMMUNICATION LINE INSTALLATION AND MAINTENANCE

Except as otherwise provided below, Customer shall be responsible for installation and maintenance costs associated communication equipment compatible with Company's communication equipment required by Company for electronic reporting of measurement data. Customer shall provide such communication equipment prior to initiation of service by Customer shall coordinate installation of the communication equipment with Company. Company shall be responsible for installation and maintenance costs associated with advanced communication equipment required for operational and billing purposes.

Customer will maintain the communication equipment in good working order and cause any interruption in service over the communication line to be repaired as soon as possible. Customer will notify Company in advance of any planned outages. If the Company is required to make site trip(s), in addition to the initial trip made by Company to confirm the communication line outage and the final trip to synchronize the meter with the communication line, Company shall charge Shipper for Trip Charges and other related charges that may be applicable as provided under the Schedule of Charges for Rendering Service in Company's tariff.

(Continued on Sheet No. 19B)

ADVICE LETTER NUMBER \_\_\_\_\_\_1004

C22-0642

DECISION

DATE October 27, 2022

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs EFFECTIVE DATE November 1, 2022

Ш

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

Second Revised 19B Sheet No. Cancels

19B Sub. First Revised Sheet No.

NATURAL GAS RATES	RATE
INTERRUPTIBLE INDUSTRIAL GAS SERVICE	
SCHEDULE IG	
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 and the following special conditions:  1. On-Peak gas shall be construed as "any gas used during the period beginning at the time when customer is directed by Company to discontinue or curtail his	
use of gas and ending at the time when customer is authorized by Company to resume full use of gas."  The term "Daily," as used herein, shall be construed as the twenty-four hour period commencing at 8:00 A.M. Mountain Standard Time or such other time period as may be established by Company from time to time.  2. Commitments for On-Peak service shall be at the	
option of Company dependent upon the sufficiency of pipeline and distribution system capacity with respect to the requirements of Company's other gas customers. The maximum Daily quantity of On-Peak gas to be supplied to customer shall be specified in the individual agreement for service between customer and Company, and customer, when and as directed by Company, shall curtail his use of gas to an amount not to exceed such Daily maximum. If customer uses	
On-Peak gas in excess of said Daily maximum or uses On-Peak gas without contracting for same, customer shall pay Company for such use at the rate herein set forth for Unauthorized Overrun Gas service. Such gas so taken, however, shall have only the same priority as the Off-Peak gas supplied under this schedule. On-Peak service contracted for shall have priority to the use of gas over all Off-Peak service under any Interruptible Industrial Service schedule but shall	
be subject to the priority of service supplied under all Residential and Commercial schedules.  3. The minimum duration of a Customer's commitment for On-Peak gas shall be twelve (12) months. If a Customer ends its On-Peak gas service, Customer will not be allowed back on the option for twelve (12) months.	N N N N
(Continued on Sheet No. 19C)	

ADVICE LETTER NUMBER ISSUE DATE October 27, 2022 1004 **DECISION** REGIONAL VICE PRESIDENT, **EFFECTIVE** C22-0642 NUMBER Rates & Regulatory Affairs DATE November 1, 2022

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

Sheet No. 19C

Sub. First Revised Sheet No. 19C

NATURAL GAS RATES	RATE
INTERRUPTIBLE INDUSTRIAL GAS SERVICE	
SCHEDULE IG	
RULES AND REGULATIONS - Cont'd	
4. In consideration of this special rate for Commercial or Industrial Service all use of gas under this schedule is interruptible and is subject to immediate discontinuance of gas service to customer by Company without notice. Company, whenever circumstances permit, will endeavor to give customer advance notice of interruption or discontinuance of gas service by telephone or otherwise and customer shall immediately discontinue the use of all gas (including On-Peak gas) when and as directed by Company. Authorized representatives of Company shall have at all times the right of ingress and egress to customer's premises. Upon determination by Company that the necessity for interruption or discontinuance has ceased gas service may be resumed.  5. All gas service to customer under this schedule will be interrupted or discontinued in order to prevent either a shortage of gas for the use of customers supplied on higher priority schedules, or a shortage of gas in the Company's storage facilities, or (except for On-Peak service contracted for) an increase in the Demand Charge to Company under Company's gas purchase contract, or as emergency circumstances may otherwise warrant. If customer fails to discontinue the use of gas as provided herein the Company may discontinue service to customer by physically shutting off the gas supply.	N
6. Residential and Commercial Services have priority to the use of gas service over all Industrial Services.	
7. The interruption of gas deliveries in whole or in part under this schedule shall not be the basis for claims for damages sustained by customer.	
8. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.	
9. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by the Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of natural gas. All piping beyond point of delivery shall be installed, owned and maintained by	

ADVICE LETTER NUMBER 1004 ISSUE DATE October 27, 2022

DECISION NUMBER C22-0642 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs DATE November 1, 2022

		Sub. First Revised		Sheet No	20
P.O. Box 840 Denver, CO 80201-0840		Original		Cancels Sheet No	20
	RESERVED FO	R FUTURE FILING			
ADVICE LETTER NUMBER 743			ISSUE DATE	December 2	23, 2008
DECISION	ΜΔΝΔΟ	SING DIRECTOR	FFFCTIVE		

DECISION NUMBER C08-1311

MANAGING DIRECTOR,
Government & Regulatory Affairs

DATE January 1, 2009

			2 <sup>nd</sup> Sub. Secon	l Revised	Sheet No	21
P.O. Box 840 Denver, CO 8020	1-0840		First Revised		Cancels Sheet No	21
		RESERVED FOR	FUTURE FILING			
ADVIOLITE				100115		
ADVICE LETTER NUMBER	567	- MANA CI	NC DIRECTOR	ISSUE DATE EFFECTIVE	July 31,	2000
DECISION NUMBER C00-801		Government	MANAGING DIRECTOR, Government & Regulatory Affairs		August 1,	2000

			2 <sup>nd</sup> Sub. Secon	d Revised	Sheet No	21A
P.O. Box 840 Denver, CO 80201	1-0840		First Revised		Cancels Sheet No	21A
		RESERVED FOR	FUTURE FILING			
ADVICE LETTER NUMBER	567			ISSUE	July 31,	2000
DECISION NUMBER	C00-801	MANAGI Government	NG DIRECTOR, & Regulatory Affairs	EEEECTIVE	August 1	, 2000

Sub. First Revised 22-28 Sheet No. Cancels

P.O. Box 840 Denver, CO 80201-0840 22-28 Original Sheet No.

NATURAL GAS RATES	RATE
RESERVED FOR FUTURE FILING	

ADVICE LETTER NUMBER

**DECISION** 

NUMBER

743

C08-1311

MANAGING DIRECTOR, Government & Regulatory Affairs ISSUE DATE

December 23, 2008

**EFFECTIVE** DATE

January 1, 2009

P.O. Box 840 Denver, CO 80201-0840 2<sup>nd</sup> Sub. Fourth Revised Sheet No. \_ 29

Sub.	Third	Revised	Cancels Sheet No	29

**NATURAL GAS RATES** 

RATE

С

FIRM GAS TRANSPORTATION SERVICE - SMALL

#### SCHEDULE TFS

#### APPLICABILITY

Applicable to Shippers having acquired by separate agreement supplies of Natural Gas (Shipper's Gas), as well as an agreement with Company for Firm Gas Transportation Service, where Company (also referred to as Transporter for purposes transportation service) has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm Shippers. Service under this Schedule is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) to the Delivery Point(s) through Company's System for only those Delivery Points where the Receiving Party's annual usage is less than 5,000 Dekatherms (Dth). Firm capacity and firm Backup Sales Service option quantities reserved under this Schedule shall be designated for Receiving Party(s) at specific Delivery Point(s).

Service supplied under this Schedule is subject to and provided in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this Schedule TFS shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.

(Continued on Sheet No. 29A)

ADVICE LETTER NUMBER

962

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

February 21, 2020

**EFFECTIVE** DATE

March 1, 2020

DECISION R20-0046 NUMBER

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

Eighteenth Revised 29A Sheet No. Cancels 29A Seventeenth Revised

Sheet No.

NATURAL GAS RATES	RATE	
FIRM GAS TRANSPORTATION SERVICE - SMALL		
SCHEDULE TFS		
FIRM GAS TRANSPORTATION SERVICE CHARGES  Monthly Service and Facility Charge per service meter: Usage Charge: Applicable to all of Shipper's Gas transported by Company:	\$73.69	
Standard Rate, per Dth	2.5077 0.010	
*The minimum Usage Charge shall be \$.01, but in no instance will it be less than the variable costs of providing service.		
Unauthorized Overrun Penalty, per Dth:  Maximum Rate, per Dth: \$25.00 plus the market price  of gas per the CIG Rockies Index as published by  Gas Daily.		
Minimum Rate, per Dth	2.5077	
BACKUP SALES SERVICE OPTION CHARGES:  Backup Sales Service Reservation Charge, per Dth up to Backup Reservation Quantity  Backup Sales Supply Charge, per Dth	\$0 2.5077	
INTERRUPTIBLE TFS SALES CHARGE:  In the event of communication line interruption, and in accordance with the Transportation Terms and Conditions, the Company will treat all Gas delivered subsequent to the thirty (30) day correction period specified in Company's notification as sales Gas and subject to potential interruption. All sales Gas volumes delivered will be subject to the Standard TFS Usage Charge and treated as being in excess of the Backup Reservation Quantity for purposes of calculating the applicable GCA TFS Commodity charge.		
(Continued on Sheet No. 29B)		

ISSUE DATE ADVICE LETTER NUMBER 1015 April 13, 2023 **DECISION** REGIONAL VICE PRESIDENT, **EFFECTIVE** May 14, 2023 NUMBER Rates & Regulatory Affairs DATE

29B Sub. First Revised Sheet No. Cancels 29B Sub. Original Sheet No.

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

> RATE **NATURAL GAS RATES**

## FIRM GAS TRANSPORTATION SERVICE - SMALL

## SCHEDULE TFS

## MONTHLY MINIMUM CHARGES

The Monthly Minimum shall be the sum of a) the Service and Facility Charges, b) the Backup Sales Service Reservation Charge (if the Backup Sales Service Option is selected), and c) any applicable monthly charges for new or additional facilities necessary to provide Gas Transportation Service to the Shipper.

In the event that Company is required to make any payments including, but not limited to, franchise fees, sales taxes, occupancy taxes, or other miscellaneous facility charges as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billing from Company to Shipper.

## GAS RATE ADJUSTMENT

This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.

## GAS COST ADJUSTMENT (GCA)

This rate schedule is subject to the GCA commencing on Sheet No. 50, as follows:

All Shipper's Gas volumes transported by the Company are subject to the GCA TFS Transportation charge on Sheet No. 50H, unless the Shipper receives the Shipper Daily Balancing Option as described in the Gas Transportation Terms and Conditions;

Customers selecting the Backup Sales Service Option are also subject to the GCA TFS Supply charge for the Backup Reservation Quantity elected by the Shipper.

All Natural Gas volumes supplied by the Company through the Backup Sales Service Option is subject to the GCA TFS Commodity Charge, which is calculated as set forth on Sheet No. 50H. such Natural Gas volumes are also subject to the GCA TFS Transportation charge on Sheet No. 50H.

All Natural Gas volumes subject to the Interruptible TFS Sales Charge are also subject to the GCA TFS Commodity Charge calculated as being in excess of the Backup Reservation Quantity, as set forth on Sheet No. 50H. All such Natural Gas volumes are also subject to the GCA TFS Transportation charge on Sheet No. 50H.

(Continued on Sheet No. 29C)

ADVICE LETTER NUMBER

962

ISSUE DATE

February 21, 2020

**DECISION** R20-0046 NUMBER

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** DATE

March 1, 2020

29C Seventh Revised Sheet No. Cancels

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

29C Sixth Revised Sheet No.

**NATURAL GAS RATES** 

RATE

#### FIRM GAS TRANSPORTATION SERVICE - SMALL

## SCHEDULE TFS

## FUEL, LOST AND UNACCOUNTED-FOR GAS (FL&U) PERCENTAGE

Shippers receiving Firm Transportation Service include additional gas for lost and unaccounted for volumes to the quantity of gas delivered to Company. Unless otherwise specified, the FL&U Percentage for Firm Gas Transportation Service is 1.20 percent. Annually, on or before September 1, the Company will file an advice letter to update the FL&U Percentage for the twelve (12) months ending June 30, to be effective January 1 of the following year.

## FIRM TRANSPORTATION SERVICE

Firm Transportation Service is required for those Shippers desiring to receive and/or utilize firm capacity on the Company's System. Shippers desiring Firm Transportation Service for or on behalf of Receiving Party(ies) are required to submit to Company a request for Transportation Service for each Delivery Point, which contains the Maximum Daily Quantity for which Shipper desires Company to provide firm capacity from its System. capacity is made available to Shipper for and on behalf of Receiving Party only. Additional terms of Firm Transportation Service shall be as set forth in the applicable Service Agreement, as well as this Gas tariff, including the Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

For the period August 15, 2022 through February 14, 2025 customers changing from a rate schedule where the Company provides the natural gas commodity to Firm Transport Service will be assessed an exit fee at the time of transferring service associated with incremental fuel costs identified in Proceeding No. 21A-0192EG. The fee will be based on customer usage during February 2021, the rate listed in the Extraordinary Fuel Cost Rider (Sheet Nos. 51 and 51A) and will be prorated based on the length of time in the August 15, 2022 through February 14, 2025 timeframe that the customer will be receiving Firm Transport Service. The exit fee is based on the customer's current annual gas usage divided by 12 to obtain an average monthly usage. average monthly usage will be multiplied by 30 months multiplied by the EGCRR rate of \$0.72213/Dth to derive customer's approximate Winter Storm Uri cost responsibility. final step is to prorate the total cost responsibility by the number of months the customer has been paying the EGCRR charge.

ADVICE	LET	TER
NUMBER	₹	

1018

ISSUE DATE

September 1, 2023

DECISION NUMBER

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** DATE

January 1, 2024

Third Revised Sheet No. 29D

Cancels
Second Revised Sheet No. 29D

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

Second Revised Cancels
Sheet No. 2

RATE NATURAL GAS RATES FIRM GAS TRANSPORTATION SERVICE - SMALL SCHEDULE TFS BACKUP SALES SERVICE OPTION (no longer available for new Service Ν Agreements or Amendments to Service Agreements as of November 1, Ν 2022) An option that, if selected by Shipper, allows a Shipper taking firm transportation service to pay a reservation charge giving Shipper rights to purchase sales Gas up to Shipper's Backup Reservation Quantity. Under this service option, Shipper shall be billed the monthly Backup Sales Service Reservation Charge and applicable GCA charge, per Dth, for the Backup Reservation Quantity, in accordance with this Schedule TFS. For all sales Gas that Company supplies to Shipper, Shipper shall be billed the Backup Sales Supply Charge and applicable GCA charge(s), in accordance with this Schedule TFS. Additional terms and conditions governing the Backup Sales Service Option are set forth in the Gas Transportation Terms and Conditions. UNAUTHORIZED OVERRUN PENALTY For firm transportation customers, the Unauthorized Overrun Ν Penalty shall apply as set forth in the Gas Transportation Terms D and Conditions. This Unauthorized Overrun Penalty shall be in addition to all other applicable charges.  $\Box$ 

(Continued on Sheet No. 29E)

ADVICE LETTER 1004

NUMBER \_\_\_\_\_\_

DECISION C22-0642

NUMBER

ISSUE DATE October 27, 2022

Second Revised 29E Sheet No. Cancels

P O Box 840 Denver, CO 80201-0840

29E Sub. First Revised Sheet No.

NATURAL GAS RATES

RATE

M

M

#### FIRM GAS TRANSPORTATION SERVICE - SMALL

## SCHEDULE TFS

## IMBALANCE MANAGEMENT

As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Unless otherwise selected and approved by the Company, a Shipper will be subject to the Transporter Balancing Option.

In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TFS Transportation Charge, as set forth under the Gas Cost Adjustment section above. All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges.

Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions.

## MONTHLY IMBALANCE RESOLUTION

Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout charges shall be determined consistent with the Gas Transportation Terms and Conditions.

(Continued on Sheet No. 29F)

ADVICE LETTER NUMBER

**DECISION** 

NUMBER

997

C22-0413

ISSUE DATE

<u>August 10, 20</u>22

**EFFECTIVE** DATE

August 15, 2022

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

Fourth		Revised		Sheet No		29F		
_,						Cancels		00-

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

Third Revised Sheet No. -

NATURAL GAS RATES

RATE

## FIRM GAS TRANSPORTATION SERVICE - SMALL

## SCHEDULE TFS

## CONVERSION OF SERVICE

Annually, Company will evaluate Receiving Party's total delivered quantities of gas at each Delivery Point for the previous twelve (12) months ending March 31. If the annual quantity of gas at any Delivery Point is equal to or greater than 5,000 Dekatherms, service hereunder shall be terminated and shall be converted to service under Schedule TFL, unless Shipper provides notice it intends to convert to sales service under Schedule CLG. Such conversion shall be effective May 1 following such determination by Company. If service is converted to Schedule TFL, the Shipper or Receiving Party, as applicable, shall remain on Schedule TFL for at least one Contract Year. If service is converted to Schedule CLG, Customer shall remain on Schedule CLG for the minimum Service Period provided therein.

In the event Receiving Party has received service hereunder for the minimum Service Agreement term and desires to receive service under Schedule CLG or Schedule CSG, Receiving Party or Receiving Party's Agent shall provide Company with no less than fifteen (15) days' prior notice, with the change to be effective on the first of a Month. Receiving Party's Agent, if any, is required to notify the Receiving Party of the change and provide Company with responsible party information. Company shall evaluate whether it has sufficient Natural Gas and related resources to provide service under the applicable rate schedule. Company may agree to a notice period of less than fifteen (15) days if it determines that sufficient time to effectuate the necessary changes has been provided.

The Receiving Party will not be eligible to return to transportation service hereunder until one (1) year after its conversion to Company's firm sales service. Upon the expiration of such one year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Gas Transportation Terms and Conditions.

(Continued on Sheet No. 29G)

ADVICE LETTER NUMBER

**DECISION** 

NUMBER

1007

C22-0804

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

December 20, 2022

**EFFECTIVE** DATE

January 1, 2023

D

Third Revised Sheet No. 29G

Sub. Second Revised Sheet No. 29G

Cancels Sheet No. 29G

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

Sub. Second Revised Sheet No.

NATURAL GAS RATES

RATE

M

### FIRM GAS TRANSPORTATION SERVICE - SMALL

#### SCHEDULE TFS

#### DISTRIBUTION EXTENSION REQUIREMENT

In the event that the Customer elects service hereunder as initial service that requires a distribution extension and the Construction Allowance applicable under Schedule TFS exceeds the Construction Allowance that would otherwise be applicable under Schedule TFL, the minimum Service Agreement term shall be three (3) years, or other term as mutually agreed upon by the parties. Such three-year minimum service period shall not apply to a customer under this schedule requesting service under Schedule CSG.

The required term of the Service Agreement shall begin on the date the meter is set.

Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall first have entered into a Firm Gas Transportation Service Agreement with the Company for a minimum term of five (5) years, or other term as mutually agreed upon by the parties.

## SPECIAL CONDITIONS

Service supplied under this schedule is subject to the following special conditions:

- 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
- 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.

ADVICE LETTER

NUMBER 997

DECISION NUMBER <u>C22-0413</u>

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

August 10, 2022

EFFECTIVE DATE

August 15, 2022

D

PUBLIC SERVICE COMPANY OF COLORADO Sub. Second Revised 29H Sheet No. P.O. Box 840 Denver, CO 80201-0840 Cancels Sub. First Revised 29H Sheet No. RATE NATURAL GAS RATES RESERVED FOR FUTURE FILING ISSUE DATE ADVICE LETTER NUMBER 962 February 21, 2020

> REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**DECISION** NUMBER R20-0046

**EFFECTIVE** DATE March 1, 2020

Sub. First Revised 29I Sheet No. P.O. Box 840 Denver, CO 80201-0840 Cancels 29I Sub. Original Sheet No. RATE NATURAL GAS RATES D RESERVED FOR FUTURE FILING ISSUE DATE ADVICE LETTER NUMBER \_\_\_\_962 February 21, 2020 **EFFECTIVE** 

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

DATE

March 1, 2020

**DECISION** NUMBER R20-0046

P.O. Box 840 Denver, CO 80201-0840 2<sup>nd</sup> Sub. Ninth Revised Sheet No. 30
Cancels

	Sub	. Eighth	Revised	Cancels Sheet No	30
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NATURAL GAS RATES

RATE

C

## FIRM GAS TRANSPORTATION SERVICE - LARGE

#### SCHEDULE TFL

#### APPLICABILITY

Applicable to Shippers having acquired by separate agreement supplies of Natural Gas (Shipper's Gas), as well as an agreement with Company for Firm Gas Transportation Service, where Company (also referred to as Transporter for purposes transportation service) has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm transport Shippers. Service under this Schedule is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) to the Delivery Point(s) through Company's System for only those Delivery Points where the Receiving Party's annual usage is 5,000 Dekatherms (Dth) or more. Firm capacity and Backup Sales Service Option quantities reserved under this Schedule shall be designated for Receiving Party(s) at specific Delivery Point(s).

Service supplied under this Schedule is subject to and provided in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this TFL Rate Schedule shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.

(Continued on Sheet No. 30A)

ADVICE LETTER

DECISION

NUMBER

NUMBER 962

R20-0046

\_\_\_\_

ISSUE DATE

February 21, 2020

EFFECTIVE DATE

March 1, 2020

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

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

NUMBER

**DECISION** 

NUMBER

1015

Seventeenth Revised Sheet No. 30A

Sixteenth Revised Sheet No. 30A

DATE

DATE

**EFFECTIVE** 

April 13, 2023

May 14, 2023

Ι

NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - LARGE	
SCHEDULE TFL	
FIRM GAS TRANSPORTATION SERVICE CHARGES  Monthly Service and Facility Charge per service meter:  Firm Capacity Reservation Charge, per Dth - MDQ:  Standard Rate, per Dth - MDQ	\$249.55 15.00 0.60
Standard Rate, per Dth*  *Minimum Rate, per Dth	0.4977 0.010
*The minimum Usage Charge shall be \$.01, but in no instance will it be less than the variable costs of providing service.	
Authorized Overrun Charge, per Dth:	1.0497
Unauthorized Overrun Penalty, per Dth:  Maximum Rate, per Dth: \$25.00 plus the market price  of gas per the CIG Rockies Index as published by  Gas Daily.	
Minimum Rate, per Dth	0.4977
BACKUP SALES SERVICE OPTION CHARGES:  Backup Sales Service Reservation Charge, per Dth up to Backup Reservation Quantity  Backup Sales Supply Charge, per Dth	\$0 0.4977
INTERRUPTIBLE TFL SALES CHARGE  In the event of communication line interruption, and in accordance with the Transportation Terms and Conditions, the Company will treat all Gas delivered subsequent to the thirty (30) day correction period specified in Company's notification as sales Gas and subject to potential interruption. All sales Gas volumes delivered will be subject to the Standard TFL Usage Charge and treated as being in excess of the Backup Reservation Quantity for purposes of calculating the applicable GCA TFI Commodity charge.	
(Continued on Sheet No. 30B)	

REGIONAL VICE PRESIDENT,

Rates & Regulatory Affairs

Fourteenth Revised Sheet No. 30B

Cancels
Sub. Thirteenth Revised Sheet No. 30B

C

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

Sub. Thirteenth Revised Sheet No.

NATURAL GAS RATES RATE

## FIRM GAS TRANSPORTATION SERVICE - LARGE

## SCHEDULE TFL

#### MONTHLY MINIMUM CHARGES

The Monthly Minimum shall be the sum of a) the Service and Facility Charges, b) the transportation Firm Capacity Reservation Charge, c) the Backup Sales Service Reservation Charge (if the Backup Sales Service Option is selected), and d) any applicable monthly charges for new or additional facilities necessary to provide Gas Transportation Service to the Shipper.

In the event that Company is required to make any payments including, but not limited to, franchise fees, sales taxes, occupancy taxes, or other miscellaneous facility charges as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billing from Company to Shipper.

## GAS RATE ADJUSTMENT

This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.

## GAS COST ADJUSTMENT (GCA)

This rate schedule is subject to the GCA commencing on Sheet No. 50, as follows:

All Shipper's Gas volumes transported by the Company are subject to the GCA TFL Transportation Charge on Sheet No. 50H, unless the Shipper receives the Shipper Daily Balancing Option as described in the Gas Transportation Terms and Conditions;

Customers selecting the Backup Sales Service Option are also subject to the GCA TFL Supply Charge for the Backup Reservation Quantity elected by the Shipper.

All Natural Gas volumes supplied by the Company through the Backup Sales Service Option is subject to the GCA TFL Commodity Charge, which is calculated as set forth on Sheet No. 50H. All such Natural Gas volumes are also subject to the GCA TFL Transportation charge on Sheet No. 50H.

All Natural Gas volumes subject to the Interruptible TFL Sales Charge are also subject to the GCA TFL Commodity Charge calculated as being in excess of the Backup Reservation Quantity, as set forth on Sheet No. 50H. All such Natural Gas volumes are also subject to the GCA TFL Transportation Charge on Sheet No. 50H.

(Continued on Sheet No. 30C)

ADVICE LETTER NUMBER

962

ISSUE DATE

February 21, 2020

DECISION

R20-0046

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs EFFECTIVE DATE

March 1, 2020

30C Eleventh Revised Sheet No. Cancels 30C

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

Tenth Revised Sheet No.

**NATURAL GAS RATES** 

RATE

#### FIRM GAS TRANSPORTATION SERVICE - LARGE

## SCHEDULE TFL

#### FUEL, LOST AND UNACCOUNTED-FOR GAS (FL&U)PERCENTAGE

Shippers receiving Firm Transportation Service include additional gas for lost and unaccounted for volumes to the quantity of gas delivered to Company. Unless otherwise specified, the FL&U Percentage for Firm Gas Transportation Service is 1.20 percent. Annually, on or before September 1, the Company will file an advice letter to update the FL&U Percentage for the twelve (12) Months ending June 30, to be effective January 1 of the following year.

## FIRM TRANSPORTATION SERVICE

Firm Transportation Service is required for those Shippers desiring to receive and/or utilize firm capacity on the Company's System. Shippers desiring Firm Transportation Service for or on behalf of Receiving Party(ies)are required to submit to Company a request for Transportation Service for each Delivery Point, which contains the Maximum Daily Quantity for which Shipper desires Company to provide firm capacity from its System. capacity is made available to Shipper for and on behalf of Receiving Party only. Additional terms of Firm Transportation Service shall be as set forth in the applicable Service Agreement, as well as this Gas tariff, including the Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

For the period August 15, 2022 through February 14, 2025 customers changing from a rate schedule where the Company provides the natural gas commodity to Firm Transport Service will be assessed an exit fee at the time of transferring service associated with incremental fuel costs identified in Proceeding No. 21A-0192EG. The fee will be based on customer usage during February 2021, the rate listed in the Extraordinary Fuel Cost Rider (Sheet Nos. 51 and 51A) and will be prorated based on the length of time in the August 15, 2022 through February 14, 2025 timeframe that the customer will be receiving Firm Transport Service. The exit fee is based on the customer's current annual gas usage divided by 12 to obtain an average monthly usage. average monthly usage will be multiplied by 30 months and multiplied by the EGCRR rate of \$0.72213/Dth to derive the customer's approximate Winter Storm Uri cost responsibility. final step is to prorate the total cost responsibility by the number of months the customer has been paying the EGCRR charge.

ADVICE LETTER NUMBER	1018		ISSUE DATE	September 1, 2023
DECISION		REGIONAL VICE PRESIDENT,	EFFECTIV	/E
NUMBER		Rates & Regulatory Affairs	DATE	January 1, 2024

Seventh Revised Sheet No. 30D Cancels

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

Denver, CO 80201-0840 Sixth Revised 30D Sheet No. RATE NATURAL GAS RATES FIRM GAS TRANSPORTATION SERVICE - LARGE SCHEDULE TFL MAXIMUM DAILY QUANTITY The Shipper's MDQ shall be established at a level intended to represent no less than the Shipper's actual daily usage at each Delivery Point. Where actual peak daily meter data is not available, the Company shall use the annual consumption to estimate the MDO. Except for LDC Customers, Shipper shall be responsible to ensure the MDQ is sufficient to meet the maximum quantity a

Receiving Party will use at its individual Delivery Point(s).

The Company shall evaluate Shipper's MDQ at the end of any Month in which the customer exceeded its established MDQ during that prior Month. If Shipper's MDQ at any Delivery Point is overrun in a given Month and a Backup Reservation\_Quantity was not previously specified in Shipper's Service Agreement, the Company reserves the right to charge the Authorized Overrun Charge or increase such MDQ for that Month. The Company will then have the option to increase the Shipper's MDQ going forward, as communicated to the Shipper.

If Shipper's Service Agreement specifies the Backup Sales Service Option and a Backup Reservation Quantity, the Backup Sales Service Option provisions shall govern Shipper's capacity usage above its specified MDQ.

BACKUP SALES SERVICE OPTION (no longer available for new Service Agreements or Amendments to Service Agreements as of November 1, 2022)

An option that, if selected by Shipper, allows a Shipper taking firm transportation service to pay a reservation charge giving Shipper rights to purchase sales Gas up to Shipper's Backup Reservation Quantity. Under this service option, Shipper shall be billed the monthly Backup Sales Service Reservation Charge and applicable GCA charge, per Dth, for the Backup Reservation Quantity, in accordance with this Schedule TFL.

For all sales Gas that Company supplies to Shipper, Shipper shall be billed the Backup Sales Supply Charge and applicable GCA charge(s), in accordance with this Schedule TFL. Additional terms and conditions governing the Backup Sales Service Option are set forth in the Gas Transportation Terms and Conditions.

(Continued on Sheet No. 30E)

ADVICE LETTER NUMBER 1004 ISSUE DATE October 27, 2022

DECISION NUMBER C22-0642 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs DATE November 1, 2022

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PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840
Denver, CO 80201-0840
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Ninth Revised Sheet No. 30E

Eighth Revised Sheet No. 30E

NATURAL GAS RATES RATE

FIRM GAS TRANSPORTATION SERVICE - LARGE

SCHEDULE TFL

## UNAUTHORIZED OVERRUN PENALTY

For firm transportation customers, the Unauthorized Overrun Penalty shall apply as set forth in the Gas Transportation Terms and Conditions. This Unauthorized Overrun Penalty shall be in addition to all other applicable charges.

## IMBALANCE MANAGEMENT

As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. Unless otherwise selected and approved by the Company, a Shipper will be subject to the Transporter Balancing Option.

In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TFL Transportation Charge, as set forth under the Gas Cost Adjustment section above. All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges.

Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions.

## MONTHLY IMBALANCE RESOLUTION

Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout charges shall be determined consistent with the Gas Transportation Terms and Conditions.

(Continued on Sheet No. 30F)

ADVICE LETTER
NUMBER \_\_\_\_\_\_1004

C22-0642

DECISION

\_\_\_\_\_

ISSUE DATE October 27, 2022

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs EFFECTIVE November 1, 2022

30F Seventh Revised Sheet No. Cancels Sub. Sixth Revised 30F Sheet No.

P O Box 840 Denver, CO 80201-0840

> RATE NATURAL GAS RATES

## FIRM GAS TRANSPORTATION SERVICE - LARGE

#### SCHEDULE TFL

#### DISTRIBUTION EXTENSION REQUIREMENT

Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall enter into a Firm Gas Transportation Service Agreement that has a term of at least five (5) years, or other term as mutually agreed upon by the parties.

## CONVERSION OF SERVICE

If Receiving Party has received service for the minimum service period and annual usage quantities are less than 5,000 Dth for thirty-six (36) consecutive Months, Shipper may submit a Request for Service under Schedule TFS or CSG. After the Company determines that the customer is eligible, such service will be billed beginning with the first full Monthly billing period. Upon beginning service on Schedule TFS or CSG, customer shall remain on such schedule for the minimum service period.

Shipper may request and Company may either grant a reset of the previously-established MDO, or authorize eligibility under Schedule TFS, with fewer than thirty-six (36) Months consecutive service when the Company determines in its sole discretion that:

- 1. Shipper has physically and permanently removed consuming appliances or equipment as physically verified by Company that results in a reduction in MDQ, in which case, Company shall determine the appropriate MDQ.
- 2. Shipper used substantial amounts of Gas unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such event and that such devices are not required for any permanent service requirement and further that Shipper will continue to use gas quantities up to the MDQ.

(Continued on Sheet No. 30G)

ADVICE LETTER NUMBER 997

ISSUE DATE

August 10, 2022

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DECISION C22-0413 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** August 15, 2022 DATE

30G Ninth Revised Sheet No.

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

Cancels Eighth Revised 30G Sheet No.

RATE **NATURAL GAS RATES** 

## FIRM GAS TRANSPORTATION SERVICE - LARGE

#### SCHEDULE TFL

#### TERMINATION

Service shall be terminated in accordance with the Gas Transportation Terms and Conditions or Shipper's Service Agreement with the Company.

In the event that (i) Receiving Party or Receiving Party's Agent gives fifteen (15) days' prior notice of its intention to cancel Firm Gas Transportation Service for any or all Delivery Points prior to the end of the term of the Service Agreement or any subsequent Contract Year as provided for in said Service Agreement or amendments thereto, or (ii) Firm Gas Transportation Service is suspended, terminated, or revoked prior to the end of the Service Agreement as set forth in the Gas Transportation Terms and Conditions, then Shipper shall be obligated to pay the Company a termination charge equal to the Firm Capacity Reservation Charge and the Backup Sales Service Reservation if applicable, multiplied by the MDQ and Backup Reservation Quantity respectively, as described in the Service Agreement, for every Month remaining in the term of the Service The Company may agree to a notice period of less than fifteen (15) days if it determines that sufficient time to effectuate the necessary changes has been provided. Receiving Party's Agent, if any, is required to notify the Receiving Party of the service change and provide Company with responsible party If the Receiving Party subscribes to Company's information. firm sales service or firm transportation service under a different Service Agreement in place of such terminated service, the termination charge will not apply. In addition, all costs incurred by Company relating to any specific facility charges specified in Service Agreement or other written agreement shall become immediately due and payable to Company unless otherwise agreed in writing.

If the Backup Sales Service Option has not been purchased for a Receiving Party for a quantity equal to Receiving Party's MDQ in the applicable Service Agreement, then conversion to firm sales shall be contingent upon Company's determination that firm supply is available for sale to Receiving Party. All such conversions from transportation to sales service shall effective at the beginning of a Month.

(Continued on Sheet No. 30H)

ADVICE LETTER NUMBER

1007

C22-0804

REGIONAL VICE PRESIDENT,

ISSUE DATE

December 20, 2022

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**EFFECTIVE** DATE

January 1, 2023

DECISION

NUMBER

Rates & Regulatory Affairs

Sixth Revised 30H Sheet No. Cancels 30H

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

Sub. Fifth Revised Sheet No.

RATE **NATURAL GAS RATES** FIRM GAS TRANSPORTATION SERVICE - LARGE

# SCHEDULE TFL

## TERMINATION CONT'D

The Receiving Party will not be eligible to return to transportation service hereunder until one (1) year after its conversion to Company's firm sales service. Upon the expiration of such one (1) year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Transportation Terms and Conditions.

## SPECIAL CONDITIONS

Service supplied under this schedule is subject to the following special conditions:

- 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
- 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.

ADVICE LETTER 997 NUMBER

ISSUE DATE

August 10, 2022

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** August 15, 2022 DATE

**DECISION** C22-0413 NUMBER

PUBLIC SERVICE COMPANY OF COLORADO Sub. Fifth Revised 30I Sheet No. P.O. Box 840 Denver, CO 80201-0840 Cancels Sub. Fourth Revised 30I Sheet No. RATE **NATURAL GAS RATES** Ы RESERVED FOR FUTURE FILING

ADVICE LETTER NUMBER 962 **DECISION** 

R20-0046

NUMBER

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE February 21, 2020

**EFFECTIVE** DATE March 1, 2020

Sub. Second Revised 30J Sheet No. P.O. Box 840 Denver, CO 80201-0840 Cancels Sub. First Revised 30J Sheet No. RATE **NATURAL GAS RATES** D RESERVED FOR FUTURE FILING ADVICE LETTER NUMBER \_\_\_\_962 ISSUE DATE February 21, 2020

**DECISION** REGIONAL VICE PRESIDENT, NUMBER R20-0046 Rates & Regulatory Affairs

**EFFECTIVE** March 1, 2020 DATE

Sub. Second Revised 30K Sheet No. P.O. Box 840 Denver, CO 80201-0840 Cancels Sub. First Revised 30K Sheet No. RATE NATURAL GAS RATES D RESERVED FOR FUTURE FILING ADVICE LETTER NUMBER \_\_\_\_962 ISSUE February 21, 2020 DATE

**DECISION** NUMBER R20-0046

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** March 1, 2020 DATE

Sub. First Revised 30L Sheet No. P.O. Box 840 Denver, CO 80201-0840 Cancels Sub. Original 30L Sheet No. RATE NATURAL GAS RATES RESERVED FOR FUTURE FILING ADVICE LETTER NUMBER \_\_\_\_962 ISSUE February 21, 2020 DATE **DECISION** REGIONAL VICE PRESIDENT, **EFFECTIVE** NUMBER R20-0046 Rates & Regulatory Affairs DATE March 1, 2020

P O Box 840 Denver, CO 80201-0840 2<sup>nd</sup> Sub. Ninth Revised Sheet No. \_ 31 Cancels Sub. Eighth Revised 31

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Sheet No. RATE

NATURAL GAS RATES

INTERRUPTIBLE GAS TRANSPORTATION SERVICE

#### SCHEDULE TI

# APPLICABILITY

Applicable to Shippers having acquired by separate agreement supplies of Natural Gas (Shipper's Gas), as well as agreement with the Company for Interruptible Transportation Service, where Company (also referred to Transporter for purposes of transportation service) available interruptible System capacity in excess of that presently required for service to existing firm gas sales Customers and Firm Transportation Shippers. Service under this Schedule is applicable to interruptible transportation of Shipper's Gas from Company's Receipt Point(s) to Shipper's Delivery Point(s) through Company's System.

Service provided hereunder shall be in accordance with the Interruptible Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this TI Rate Schedule shall be strictly subject to the terms of the Interruptible Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.

ISSUE ADVICE LETTER 962 February 21, 2020 NUMBER DATE

DECISION REGIONAL VICE PRESIDENT, **EFFECTIVE** R20-0046 March 1, 2020 NUMBER Rates & Regulatory Affairs DATE

P O Box 840 Denver. CO 80201-0840 Twenty-fifth Revised Sheet No. \_ 31A Cancels

Twenty-fourth Revised 31A Sheet No. RATE NATURAL GAS RATES INTERRUPTIBLE GAS TRANSPORTATION SERVICE SCHEDULE TI INTERRUPTIBLE GAS TRANSPORTATION SERVICE CHARGES Monthly Service and Facility Charge per service meter \$496.11 Ι Usage Charge: Applicable to all of Shipper's Gas transported by Company: Standard Rate, per Dth..... 1.0497 0.010 \*Minimum Rate, per Dth..... \*The minimum Usage Charge shall be \$.01, but in no instance will it be less than the variable costs of providing service. Unauthorized Overrun Penalty, per Dth over On Peak Demand Quantity: Maximum Rate, per Dth: \$25.00 plus the market price of gas per the CIG Rockies Index as published by Gas Daily. 1.0497 Minimum Rate, per Dth..... ON PEAK DEMAND QUANTITY CHARGE Monthly On Peak Demand Quantity Charge, per Dth......\$ 15.00 INTERRUPTIBLE TI SALES CHARGE In the event of communication line interruption, accordance with the Transportation Terms and Conditions, the Company will treat all Gas delivered subsequent to the thirty (30) day correction period specified in Company's notification as sales Gas and subject to potential interruption. All sales Gas volumes delivered will be subject to the Standard TI Usage Charge and the GCA TI Commodity Charge.

ADVICE LETTER NUMBER	1015		ISSUE DATE _	April 13, 2023
DECISION NUMBER		REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	Mav 14, 2023

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

Seventh Revised
Sub. Sixth Revised
Sheet No. 318
Sub. Sixth Revised
Sheet No. 318

NATURAL GAS RATES RATE

#### INTERRUPTIBLE GAS TRANSPORTATION SERVICE

#### SCHEDULE TI

# MONTHLY MINIMUM CHARGES

The Monthly Minimum shall be the sum of a) the Service and Facility Charge(s), b) the On-Peak Demand Charge (if applicable), and c) any applicable monthly charges for new or additional facilities necessary to provide Gas Transportation Service to the Shipper.

In the event that Company is required to make any payments including, but not limited to, franchise fees, sales taxes, occupancy taxes, or other miscellaneous facility charges as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billing from Company to Shipper.

# GAS RATE ADJUSTMENT

This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.

# GAS COST ADJUSTMENT (GCA)

This rate schedule is subject to the GCA commencing on Sheet No. 50, as follows:

All Shipper's Gas volumes transported by the Company are subject to the GCA TI Transportation Charge on Sheet No. 50H, unless the Shipper receives the Shipper Daily Balancing Option as described in the Gas Transportation Terms and Conditions;

Customers having an On Peak Demand Quantity are also subject to the GCA TI On-Peak Demand Charge for the On Peak Demand Quantity elected by the Shipper.

All Natural Gas volumes subject to the Interruptible TI Sales Charge are also subject to the GCA TI Commodity Charge. All such Natural Gas volumes are also subject to the GCA TI Transportation Charge on Sheet No. 50H.

# FUEL REIMBURSEMENT PERCENTAGE

Shippers receiving Interruptible Transportation Service shall include additional gas for lost and unaccounted for volumes to the quantity of gas delivered to Company. Unless otherwise specified, the FL&U Percentage for Interruptible Transportation Service is 1.20 percent. Annually, on or before September 1, the Company will file an advice letter to update the FL&U Percentage for the twelve (12) Months ending June 30, to be effective January 1 of the following year.

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ADVICE LETTER

NUMBER 1018 ISSUE
DATE September 1, 2023

DECISION
NUMBER Regional VICE PRESIDENT,
Rates & Regulatory Affairs DATE January 1, 2024

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

Seventh	Revised	Sheet No.	31C
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Sixth Revised Cancels Sheet No. 31C

NATURAL GAS RATES

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#### INTERRUPTIBLE GAS TRANSPORTATION SERVICE

#### SCHEDULE TI

#### INTERRUPTIBLE TRANSPORTATION SERVICE

Interruptible Transportation Service is required for those Shippers desiring to utilize interruptible capacity on the Company's System. Transportation service hereunder is subject to availability of System capacity in Company's System. Should Company, in its sole judgment, determine that adequate System capacity is unavailable or that emergency circumstances otherwise warrant, then Shipper is subject to immediate Capacity Interruption of transportation service.

Shippers desiring Interruptible Transportation Service for or on behalf of Receiving Party(ies) are required to submit to Company a request for Transportation Service for each Delivery Point which contains the Maximum Daily Quantity for which Shipper desires Company to provide interruptible capacity from its System, as well as, if applicable and approved by the Company, the On Peak Demand Quantity for which Shipper desires Company to provide firm capacity from its System. Additional terms of Interruptible Transportation Service shall be as set forth in the applicable Service Agreement, as well as this Gas tariff, including the Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

For the period August 15, 2022 through February 14, 2025 customers changing from a rate schedule where the Company provides the natural gas commodity to Firm Transport Service will be assessed an exit fee at the time of transferring service associated with incremental fuel costs identified in Proceeding No. 21A-0192EG. The fee will be based on customer usage during February 2021, the rate listed in the Extraordinary Fuel Cost Rider (Sheet Nos. 51 and 51A) and will be prorated based on the length of time in the August 15, 2022 through February 14, 2025 timeframe that the customer will be receiving Firm Transport Service. The exit fee is based on the customer's current annual gas usage divided by 12 to obtain an average monthly usage. The average monthly usage will be multiplied by 30 months and multiplied by the EGCRR rate of \$0.72213/Dth to derive the customer's approximate Winter Storm Uri cost responsibility. The final step is to prorate the total cost responsibility by the number of months the customer has been paying the EGCRR charge.

ADVICE LETTER NUMBER	1004		ISSUE DATE _	October 27,	2022
DECISION NUMBER	C22-0642	REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	November 1	2022

Seventh Revised 31D Sheet No. \_ Cancels

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

Sixth Revised 31D Sheet No.

#### NATURAL GAS RATES

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#### INTERRUPTIBLE GAS TRANSPORTATION SERVICE

# SCHEDULE TI

#### UNAUTHORIZED OVERRUN PENALTIES

The Unauthorized Overrun Penalty shall apply as set forth the Gas Transportation Terms and Conditions. This Unauthorized Overrun Penalty shall be in addition to all other applicable charges.

# ON PEAK DEMAND QUANTITY OPTION

Under the On Peak Demand Quantity Option, Shipper may purchase from Transporter maximum daily firm capacity, referred to as On Peak Demand Quantity, subject to approval Transporter.

Such On Peak Demand Quantity will be set forth in Shipper's Service Agreement or amendments thereto. Additional terms applicable to On Peak Demand Quantity are set forth in the Company's Transportation Terms and Conditions.

# IMBALANCE MANAGEMENT

As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. Unless otherwise selected and approved by the Company, a Shipper will be subject to the Transporter Balancing Option.

In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TI Transportation Charge, as set forth under the Gas Cost Adjustment section above.

All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges.

Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions.

# MONTHLY IMBALANCE RESOLUTION

Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout determined consistent charges shall be with the Gas Transportation Terms and Conditions.

ADVICE LETTER
NUMBER

Sixth Revised Sheet No. 31E

Cancels

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

<u>Fifth Revised</u> Sheet No. 31E

NATURAL GAS RATES RATE

#### INTERRUPTIBLE GAS TRANSPORTATION SERVICE

# SCHEDULE TI

#### DISTRIBUTION EXTENSION REQUIREMENT

Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall enter into an Interruptible Gas Transportation Service Agreement that has a term of at least five (5) years, or other term as mutually agreed upon by the parties.

#### TERMINATION

Service shall be terminated in accordance with the Gas Transportation Terms and Conditions or Shipper's Service Agreement with the Company.

In the event that (i) Receiving Party or Receiving Party's Agent gives fifteen (15) days' notice of its intention to cancel Interruptible Gas Transportation Service for any or all Delivery Points prior to the end of the initial term of the Service Agreement or any subsequent Contract Year as provided for in Service Agreement amendments thereto, said or Interruptible Gas Transportation Service terminated, or revoked prior to the end of the term of the Service Agreement as set forth in the Gas Transportation Terms and Conditions, then all costs incurred by Company relating to any facility charges specified in the Service Agreement or otherwise agreed to in writing shall become immediately due and payable to Company upon such termination. The Company may agree to a notice period of less than fifteen (15) days if it determines that sufficient time to effectuate the necessary changes has been provided. Receiving Party's Agent, if any, is required to notify the Receiving Party of the service change and provide Company with responsible party information. Receiving Party subscribes to Company's firm sales service or firm transportation service under a different Service Agreement in place of such terminated service, then Shipper will continue to pay any remaining facility charges as agreed by Shipper and the Company.

The Receiving Party will not be eligible to return to transportation service hereunder until one (1) year after its conversion to Company's firm sales service. Upon the expiration of such one (1) year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Gas Transportation Terms and Conditions.

ADVICE LETTER NUMBER

1007

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December 20, 2022

DECISION

C22-0804

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs EFFECTIVE DATE

ISSUE

DATE

January 1, 2023

Fourth Revised 31F Sheet No. Cancels

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

Sub. Third Revised 31F Sheet No.

INTERRUPTIBLE GAS TRANSPORTATION SERVICE  SCHEDULE TI  SPECIAL CONDITIONS  Service supplied under this schedule is subject to the following special conditions:  1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.  2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.
SPECIAL CONDITIONS  Service supplied under this schedule is subject to the following special conditions:  1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.  2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned,
Service supplied under this schedule is subject to the following special conditions:  1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.  2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned,

ADVICE LETTER NUMBER 997 **DECISION** NUMBER C22-0413

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE August 10, 2022

**EFFECTIVE** August 15, 2022 DATE

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# PUBLIC SERVICE COMPANY OF COLORADO

31G Sub. Second Revised Sheet No. \_ P.O. Box 840 Denver, CO 80201-0840 Cancels 31G Sub. First Revised Sheet No. RATE NATURAL GAS RATES RESERVED FOR FUTURE FILING ISSUE DATE ADVICE LETTER NUMBER 962 February 21, 2020

**DECISION** REGIONAL VICE PRESIDENT, NUMBER R20-0046 Rates & Regulatory Affairs

**EFFECTIVE** DATE March 1, 2020

Sub. Second Revised 32 Sheet No. Cancels

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

First Revised

Sheet No.

32

RATE

NATURAL GAS RATES

FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE

#### SCHEDULE TF-FRP SURCHARGE

# APPLICABILITY

Applicable to Shippers requesting firm Gas Transportation utilizing the Company's Front Range including (1) Shippers served under the Company's Firm Gas Transportation Service rate schedules that elect to use the Company's Chalk Bluffs Hub at an interconnecting Federal Energy Regulatory Commission (FERC) pipeline (Chalk Bluffs Hub) and (2) other Shippers who have executed a Firm Gas Transportation Service Agreement providing for service exclusively over the Front Range Pipeline. The Company's Front Range Pipeline extends south from the Company's Chalk Bluffs Hub to the Fort St. Vrain Valve Set Interconnection Shippers desiring service hereunder shall be billed the Firm Capacity Reservation Surcharge as set forth below for gas transported by Company through the Front Shippers desiring to utilize the Front Pipeline. Pipeline to transport gas in excess of the contracted capacity billed the Authorized Overrun Transportation Commodity Surcharge as set forth below. Service hereunder is subject to the availability of capacity in excess of that presently required for service to existing firm Shippers utilizing the Front Range Pipeline, and shall be in accordance with the Firm Gas Transportation Service Agreement between Company and Shipper, the applicable requirements of the Firm Gas Transportation Service rate schedule provisions, and the Company's Gas tariff.

(Continued on Sheet No. 32A)

ADVICE LETTER NUMBER

962

ISSUE DATE

DATE

**EFFECTIVE** 

February 21, 2020

March 1, 2020

DECISION R20-0046 NUMBER

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

NUMBER **DECISION** 

NUMBER

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

Seventh Revised 32A Sheet No. Cancels Sub. Sixth Revised 32A Sheet No.

May 26, 2020

**EFFECTIVE** 

DATE

NATURAL GAS RATES	RATE
FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE	
SCHEDULE TF-FRP SURCHARGE	
MONTHLY RATE - FIRM GAS TRANSPORTATION SERVICE SURCHARGES  The following surcharges shall be in addition to those charges applicable for service to Shippers under the Company's Firm or Interruptible Gas Transportation Service:	
Firm Capacity Reservation Surcharge for each Dth of capacity contracted at Chalk Bluffs Hub	\$0.209
Primary Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing the Front Range Pipeline up to the Contracted Primary Receipt Point Capacity	
Standard Rate, per Dth	\$0.000
Secondary Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing Chalk Bluffs Hub as a Secondary Receipt Point	
Standard Rate, per Dth	0.018 0.010
Authorized Overrun Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing Chalk Bluffs Hub which is in excess of the Contracted Primary Receipt Point Capacity	
Standard Rate, per Dth	0.018 0.010
Unless otherwise agreed to by Company, the Secondary Transportation Commodity Surcharge and Authorized Overrun Transportation Service Surcharge shall be as set forth from time-to-time on the Company's Electronic Bulletin Board for such service, and such surcharges shall not exceed the Standard Rate as set forth above.	
(Continued on Sheet No. 32B)	
ADVICE LETTER NUMBER 966 DATEApr	il 24, 2020

REGIONAL VICE PRESIDENT,

Rates & Regulatory Affairs

Sub. First Revised 32B Sheet No. \_ Cancels 32B

P.O. Box 840 Denver, CO 80201-0840 Original Sheet No.

# RATE **NATURAL GAS RATES** FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE SCHEDULE TF-FRP SURCHARGE MONTHLY MINIMUM CHARGES The Monthly Minimum for all Firm Gas Transportation Service utilizing the Front Range Pipeline as a Primary Receipt Point shall be the Firm Capacity Reservation Surcharge as set forth herein. In the event that Company is required to make any payments including but not limited to franchise fees or payments, sales taxes, occupancy taxes or the like, as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billings from Company to Shipper. AUTHORIZED OVERRUN TRANSPORTATION SERVICE In the event Shipper desires Company to receive Shipper's Gas in excess of the Contracted Firm Capacity at the Chalk Bluffs Hub Primary Receipt Point, or utilize the Chalk Bluffs Hub as a Secondary Receipt Point, Company may, at its sole discretion, provide such Authorized Overrun Transportation Service on an interruptible basis, provided Company has sufficient capacity in the Front Range Pipeline and receives Shipper's Gas at the Receipt Point(s). INITIAL ALLOCATION OF FRONT RANGE PIPELINE PRIMARY RECEIPT POINT CAPACITY Shippers desiring to utilize the Chalk Bluffs Hub as a Primary Receipt Point shall submit a request to Company, in Terms and writing, pursuant to the Gas Transportation Such requests will be date-stamped upon receipt Conditions. and available capacity shall be allocated to Shippers on a first-come first-served basis. PRIORITY OF SERVICE Priority of service shall be as specified in Nominations and Priority of Service section of the Gas Transportation Terms and Conditions, with the exception that firm Shippers utilizing the Chalk Bluffs Hub as a Secondary Receipt Point shall have the same priority of service as those Shippers receiving interruptible transportation service at the Chalk Bluffs Hub Receipt Point.

ADVICE LETTER NUMBER	962		ISSUE DATE	February 21, 2020
DECISION	R20-0046	REGIONAL VICE PRESIDENT,	EFFECTIVE	March 1, 2020

(Continued on Sheet No. 32C)

Sub. First Revised 32C Sheet No. Cancels

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

Original 32C Sheet No.

NATURAL GAS RATES	RATE
FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE	
SCHEDULE TF-FRP SURCHARGE	
TERM FOR USE OF CHALK BLUFFS HUB AS A PRIMARY RECEIPT POINT  Service hereunder shall be available on an annual basis.  Shippers requesting annual service shall continue from year-to-year until terminated upon thirty (30) days' written notice to Company, prior to the end of any annual term.	T
TERMINATION CHARGE  In the event Shipper gives thirty (30) days' written notice of its intention to cancel service hereunder as a Primary Receipt Point effective prior to the end of any annual term, Shipper shall be obligated to pay Company a termination	D
charge equal to the Firm Capacity Reservation Surcharge multiplied by the capacity contracted at the Chalk Bluffs Hub and the number of months remaining in the term maintaining the Chalk Bluffs Hub as a Primary Receipt Point.	T T

ADVICE LETTER NUMBER

962

R20-0046

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

February 21, 2020

**EFFECTIVE** DATE

March 1, 2020

Seventh Revised 33 Sheet No. Cancels 33

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

Sub. Sixth Revised

Sheet No.

#### RATE NATURAL GAS RATES FRONT RANGE PIPELINE INTERRUPTIBLE GAS TRANSPORTATION SERVICE SCHEDULE TI-FRP SURCHARGE APPLICABILITY Applicable to Shippers requesting interruptible Transportation Service utilizing the Company's Front Range Pipeline, including (1) existing Shippers served under the Interruptible Company's Gas Transportation Service schedule that elect to use the Company's Chalk Bluffs Hub at an interconnecting Federal Energy Regulatory Commission (FERC) pipeline (Chalk Bluffs Hub) as a Category One or Category Two Receipt Point and (2) other Shippers who have executed an Interruptible Gas Transportation Service Agreement providing for service exclusively over the Front Range Pipeline. Pipeline extends Company's Front Range south the Company's Chalk Bluffs Hub to the Fort St. Vrain Valve Set Interconnection Point. Service hereunder is subject to the availability of capacity in excess of that presently required for service to existing firm Shippers utilizing the Front Pipeline, shall be in accordance with Range and Interruptible Gas Transportation Service between Company and Shipper, the applicable requirements of the Interruptible Gas Transportation Service rate schedule provisions, and the Gas Transportation Terms and Conditions of the Company's tariff. MONTHLY RATE - INTERRUPTIBLE GAS TRANSPORTATION SERVICE SURCHARGES The following charges shall be in addition to those for applicable service under the Interruptible Gas Transportation Service - Schedule TI. Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing the Front Range Pipeline Ι \$ 0.018 Standard Rate, per Dth..... 0.010Minimum Rate, per Dth..... Unless otherwise to agreed by Company, Transportation Commodity Surcharge shall be as set forth from time-to-time on the Company's Electronic Bulletin Board for such service, and such surcharge shall not exceed the Standard Rate as set forth above. (Continued on Sheet No. 33A)

ADVICE LETTER ISSUE 966 April 24, 2020 NUMBER DATE REGIONAL VICE PRESIDENT, DECISION **EFFECTIVE** May 26, 2020 NUMBER Rates & Regulatory Affairs DATE

Sub. First Revised 33A Sheet No. Cancels 33A

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

Original Sheet No.

RATE

NATURAL GAS RATES

FRONT RANGE PIPELINE INTERRUPTIBLE GAS TRANSPORTATION SERVICE

#### SCHEDULE TI-FRP SURCHARGE

#### MONTHLY MINIMUM CHARGES

There shall be no Monthly Minimum Charge. In the event that Company is required to make any payments including but limited to franchise fees or payments, sales taxes, occupancy taxes or the like, as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billings from Company to Shipper.

# PRIORITY OF SERVICE

Priority of service shall be as specified in the Nominations and Priority of Service section of the Gas Transportation Terms and Conditions, with the exception that Shippers receiving interruptible transportation service at the Chalk Bluffs Hub Receipt Point shall have the same priority of service as firm Shippers utilizing the Chalk Bluffs Hub as a Shipper requesting service at the Secondary Receipt Point. Chalk Bluffs Hub may contract and nominate for such service on a daily basis.

ADVICE LETTER NUMBER

962

REGIONAL VICE PRESIDENT,

ISSUE DATE

February 21, 2020

Rates & Regulatory Affairs

**EFFECTIVE** DATE

March 1, 2020

**DECISION** NUMBER

R20-0046

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

Fourth Revised

Cancels
Sheet No. 34

Third Revised
Sheet No. 34

#### NATURAL GAS RATES

# GAS AFFORDABILITY PROGRAM ("GAP")

# <u>Availability</u>

The Gas Affordability Program (Program) is available to residential customers who have been qualified for and receive assistance from the Low-Income Energy Assistance Program (LEAP), Energy Outreach Colorado (EOC), and CD the Colorado Energy Office (CEO). Further, such customers may agree to be placed on the Company's Average Monthly Payment Plan (AMPP). Only customers receiving a financial benefit as set forth herein shall be considered a Qualified Customer.

# Program Description and Bill Impact for Qualified Customers

The Program has two components: 1) Affordability and, 2) Arrearage Forgiveness. The Company will review a customer's billing and consumption information for the most recent twelve-month period, or estimate usage for Qualified Customers with no usage history, approved LEAP, EOC, and CEO benefits and household income information as submitted to the Company to determine a Qualified Customer's financial benefit and payment schedule amount under the AMPP, should they choose to enroll in AMPP. A Qualified Customer's payment schedule shall include both payment of their current month's bill after inclusion of the affordability bill credit, and any required payment of a portion of the Qualified Customer's pre-Program arrears, if any.

# Affordability Options

a) The Percentage of Income Payment Plan (PIPP) Affordability option consists of a bill credit determined as one-twelfth of the difference between the Company's estimate of the Qualified Customer's annual gas bill and eligible percentages of the Qualified Customer's annual household income as listed in the table below:

Customer's Service Provided by the Company	Gas Only	Electric & Gas	Electric & Gas
Customer's Heating Source	Primary Heating Gas	Primary Heating Electric	Primary Heating Gas
Participant Payment Rate Based on Percentage of Household Income	Minimum of 2% Maximum of 3%	Maximum of 1%	Minimum of 2% Maximum of 3%
	(Continued o	n Sheet No. 34A)	1

ADVICE LETTER NUMBER	1015		ISSUE DATE	April 13, 2023	
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	May 14, 2023	

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#### NATURAL GAS RATES

# GAS AFFORDABILITY PROGRAM ("GAP")

Program Description and Bill Impact for Qualified Customers - Cont'd

# Affordability Options - Cont'd

- a) Any LEAP or EOC benefit may be applied to a Qualified Customer's arrears CD balance, first. Any LEAP or EOC benefit not applied to a Qualified C Customer's arrears may be applied to a Qualified Customer's full annual C bill. No portion of any LEAP or EOC benefit provided to a Qualified CD Customer may be applied to the account of a customer other than the Qualified Customer to whom the LEAP or EOC benefit was rendered.
- b) The Step Bill Discount (SBD) Affordability option discounts the Qualified Customer's bill at standard residential rates at twenty percent (20%) or twenty-five percent (25%). The SBD Affordability component is available to Qualified Customers whose bills as a percentage of income are less than the minimum percentage of income CD required by the PIPP Affordability option. The SBD option is offered to customers meeting at least one of the following criteria:
  - (A) median household income less than or equal to two hundred percent (200%) of the federal poverty guideline; or
  - (B) median household income less than or equal to eighty percent (80%) of the area median income, as published annually by the United States Department of Housing and urban development; or
  - (C) qualification under income guidelines adopted by the Department of Human Services pursuant to § 40-8.5-105, C.R.S.

Any LEAP or EOC benefit may be applied to a Qualified Customer's arrears C balance, first. Any LEAP or EOC benefit not applied to a Qualified C Customer's arrears may be applied to a Qualified Customer's full annual C bill. This SBD bill credit is a Program cost that will be included in CD the Tracker Account.

- c) Qualified Customers who report a monthly income of zero dollars (\$0.00) shall pay ten dollars (\$10.00) each month towards their current bill.
- d) The minimum benefit under each of these options shall not be less than five dollars (\$5.00) per month.

	(Continued on Sheet No. 34B)			
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ADVICE LETTER

NUMBER 1015

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# NATURAL GAS RATES

GAS AFFORDABILITY PROGRAM ("GAP")

Program Description and Bill Impact for Qualified Customers - Cont'd

# Arrearage Forgiveness Component

- a) The PIPP Arrearage Forgiveness Component consists of a monthly credit that will be applied each month after receipt of the Qualified Customer's payment. Payments under the PIPP Arrearage Forgiveness Component shall not exceed one percent (1%) of the Qualified Customer's annual income. Arrearage credits shall be sufficient to reduce, when combined with participant copayments, if any, the pre-existing arrearages to \$0.00 over a period not less than one month and not more than twenty-four months. This PIPP arrearage forgiveness credit is a Program cost that will be included in the Tracker Account.
- b) The SBD Arrearage Forgiveness component consists of a one-time credit of up to two hundred dollars (\$200.00) that will be applied to the Qualified Customer's arrears. Any arrears balance above the \$200 credit compay be retired as an SBD Program cost. SBD participants are not required to repay this SBD arrearage credit. This SBD arrearage forgiveness credit is a Program cost that will be included in the Tracker Account.

# Conditions of Service

- a) There is no specific Enrollment Period. Qualified Customers are autoenrolled in the Program when the Company is notified that a Customer has been determined to be eligible from the Department of Human Services, Energy Outreach Colorado or the Colorado Energy Office.
- b) Enrollment participation is limited to a first-come, first-served basis until the Company determines that the annual Hard Budget Cap is reached.

(Continued on Sheet No. 34C)

ADVICE LETTER NUMBER	1015		ISSUE DATE	April 13, 2023
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# NATURAL GAS RATES

#### GAS AFFORDABILITY PROGRAM ("GAP")

Conditions of Service - Cont'd

- c)Regardless of arrears balances, the Company agrees to maintain service and suspend collection activities under the Discontinuance of Service by Company section to Qualified Customers if they maintain their payment schedule hereunder.
- d)With respect to payment default provisions, partial or late payment within any Program Year shall not result in the automatic removal of a Qualified Customer from the Program. However, partial or late payments within any Program Year result in the Company initiating its regular collection and Discontinuance of Service process.
- e)Qualified Customers must maintain an active Company account for gas service in said customer's name at their permanent primary residence only to be eligible for the Program. In the event the Qualified Customer resides at a primary residence, wherein such Qualified Customer is not the customer of record, and conditioned upon the residence being qualified under LEAP, EOC, or CEO the Company will allow such a customer to be eligible for the Program.
- f) Qualified Customers agree to notify the Company of any change of address. Such a change may result in revisions to the Qualified Customer's payment amounts and schedules or removal from the Program, as determined by Company. Additionally, Qualified Customers who do not continue to qualify under the provisions herein may be removed from the Program by the Company.

(Continued on Sheet No. 34D)

ADVICE LETTER NUMBER	1015		ISSUE DATE	April 13, 2023
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Sheet No. 34D

Cancels
Sheet No. 34D

# NATURAL GAS RATES

GAS AFFORDABILITY PROGRAM ("GAP")

# Customer Request for Removal from Program

In the event a Qualified Customer desires to be removed from the Program, the Qualified Customer must make such request to the Company in writing, through email or by phone. Upon receipt of the request from a Qualified Customer, the Company will remove the customer as of the date of the request. Once a customer is removed from the Program, such customer may not re-enter the Program for one year after the date of the removal request.

# Company Program Funding

- a) If there is an over-recovered balance in the Tracker Account at the end of a year, the over-recovered balance may be rolled over to the subsequent year and can be used to supplement benefits in the subsequent year unless the Commission orders otherwise.
- b) Company shall recover Program costs as part of the Service and Facilities Charge applicable to all customers receiving service under the following natural gas schedules, including: Residential Sales Service, Schedule RG; Small Commercial Sales Service, Schedule CSG; Large Firm Commercial Sales Service, Schedule CLG; Interruptible Industrial Sales Service, Schedule IG; Firm Gas Transportation Service Small, Schedule TFS; Firm Gas Transportation Service Large, Schedule TFL; and Interruptible Gas Transportation Service, Schedule TI. Said amount shall be sufficient to recover the costs associated with the Program and will be approved by the Commission.
- c) A permanent tracking mechanism (Tracker Account) will be established to provide for tracking the amounts recovered to fund the program as compared to the actual program expenditures. The Tracker Account balance (positive or negative) shall be provided to the Commission on an annual basis.

(Continued on Sheet No. 34E)

ADVICE LETTER NUMBER	1015		ISSUE DATE	April 13, 2023
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	May 14, 2023

Second Revised 34E Sheet No. Cancels First Revised 34E Sheet No.

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NATURAL GAS RATES

GAS AFFORDABILITY PROGRAM ("GAP")

GAP Charge per month included within Monthly S&F Charge, by Rate Schedule:

Rate Schedule	GAP Charge (\$/month)
Schedule RG	\$1.00
Schedule CSG	\$4.44
Schedule CLG	\$100.30
Schedule IG	\$348.86
Schedule TFS	\$4.44
Schedule TFL	\$100.30
Schedule TI	\$348.86

1015 ADVICE LETTER

NUMBER **DECISION** NUMBER

VICE PRESIDENT, Rates & Regulatory Affairs

April 13, 2023 ISSUE DATE

**EFFECTIVE** May 14, 2023 DATE

Third Revised Sheet No. 35

Second Revised Sheet No. 35

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

#### NATURAL GAS RATES

# GAS ENERGY ASSISTANCE CHARGE (GEAC)

# APPLICABILITY

The Gas Energy Assistance Charge (GEAC) is a monthly charge on customers' bills and is applicable to all natural gas metered customers with the exception of Income-Qualified Customers and customers that request removal of the GEAC pursuant to the requirements contained herein.

# EGEAC DESCRIPTION

The Energy Assistance System Benefit Charge, or Gas Energy Assistance Charge (GEAC) as termed by the Company, was passed in House Bill 21-1105 to require the Company to bill and collect the GEAC Monthly on customers' natural gas bills per the approved annual schedule of charges set forth in this tariff, transfer the funds to Energy Outreach Colorado (EOC), and have EOC disburse the GEAC for utility bill payment assistance and energy retrofits provided to low-income households. Exemption from payment of this charge is permitted for Income-Qualified Customers and customers that request removal of the GEAC pursuant to requirements contained herein.

# DEFINITION

NUMBER

# Income-Qualified Customers

Income-Qualified Customers receive assistance from the Colorado Low-Income Energy Assistance Program (LEAP), are enrolled in the Company's Gas Affordability Program (EAP), or as qualified by EOC to receive direct utility bill payment assistance from EOC or other applicable organizations.

# CUSTOMER'S REQUEST FOR REMOVAL OF CHARGE

Customers are allowed to request removal of this GEAC, i.e. opt out of paying for the GEAC, in accordance with § 40-8.7-104. In the event a customer desires to have the GEAC removed from their Monthly bill, the Customer must make such request to the Company through email or by phone as required by § 40-8.7-104. Upon receipt of the request from a customer, the Company will remove the GEAC on the customer's monthly bill on or before the next billing cycle after receipt of the request.

		(Continued on Sheet No. 35.	A)	
ADVICE LETTER NUMBER	984		ISSUE DATE	August 31, 2021
DECISION		VICE PRESIDENT.	EFFECTIVE	

Rates & Regulatory Affairs

October 1, 2021

Sub. First Revised 35A Sheet No. P.O. Box 840 Cancels 35A Denver, CO 80201-0840 Original Sheet No.

#### NATURAL GAS RATES

GAS ENERGY ASSISTANCE CHARGE (GEAC)

GEAC billed Monthly to each Customer's metered premise for natural gas service in accordance with House Bill 21-1105:

<u>Timeframe</u>	Charge Amount
October 1, 2021 - September 30, 2022	\$0.50
October 1, 2022 - September 30, 2023	\$0.75
October 1, 2023 - September 30, 2024	\$0.79
Beginning October 1, 2024, unless repealed	The Monthly Charge shall adjust annually each October 1, as ordered by the Commission, based on the annual percentage change in the published Index for July in the previous year and July in the current year. Index shall mean the U.S. Dept. of Labor's Bureau of Labor Statistics Consumer Price Index for Denver-Aurora-Lakewood for All Items and All Urban Consumers, or its successor index.

Excludes non-metered rates Schedules RGS and CGL and gas transportation ratec Schedules TI, TFS, TFL, TI-FRP, and TF-FRP, Income-Qualified Customers, and C customers that request removal of the GEAC pursuant to requirements contained herein.

ISSUE ADVICE LETTER 1019 - Amended NUMBER DATE September 28, 2023 **DECISION** VICE PRESIDENT, **EFFECTIVE** NUMBER DATE C23-0619 Rates & Regulatory Affairs October 1, 2023

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P.O. Box 840 Denver, CO 80201-0840	Second Revis	sed		
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IUMBER984 DECISION	VICE PRESIDENT,	DATE  EFFECTIVE	August 31	

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

Original
Colo. PUC No. 6 cancels
Colo. PUC Nos. 2, 2A, 4 & 5
Sheet No. 40

Cancels
Sheet No. 5

NATURAI	GAS	RATES
FRANCHISE	FEE	SURCHARGE

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

ADVICE LETTER NUMBER 500 ISSUE DATE September 26, 1995

DECISION NUMBER C95-796 MANAGER, Rates & Regulatory Affairs DATE October 1, 1995

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	Orig	inal						Sheet No	41
Colo.								Concelo	
Colo.	PUC	Nos.	2,	2A,	4	&	5	Cancels Sheet No	

# NATURAL GAS RATES OCCUPATION TAX SURCHARGE

The monthly charge for gas service as determined from the Company's applicable gas rate schedules, including the Gas Cost Adjustment, General Rate Schedule Adjustment, and any other applicable adjustments, shall be increased to each customer receiving service within a municipality wherein the Company pays an occupation tax by an appropriate percentage calculated to recover the amount of the tax.

In order to recover from all customers within the municipality the amount of said tax, the Company will calculate an gas occupation tax percentage surcharge in the following manner:

- 1) Estimated local gas revenues from within a municipality will be divided by the estimated total local revenue to arrive at an estimated gas percentage of total local revenue.
- 2) The estimated gas percentage of total revenue will be multiplied by the total amount of the occupation tax levied by the municipality to derive the amount of the tax to be recovered through gas sales. Any amount of the gas occupation tax from a prior period either over or under recovered will be added to or subtracted from the amount of tax to be recovered through current gas sales.
- 3) The amount of the tax to be recovered through gas sales will be divided by the estimated local gas revenue to derive an occupation tax percentage surcharge.

(Continued on Sheet No. 41A)

ADVICE LETTER NUMBER	500		ISSUE DATE	September 26, 1995
DECISION NUMBER	C95-796	MANAGER, Rates & Regulatory Affairs	EFFECTIVE DATE	October 1, 1995

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Original 41A Sheet No. Colo. PUC No. 6 cancels Cancels Colo. PUC Nos. 2, 2A, 4 & 5 Sheet No.

# NATURAL GAS RATES OCCUPATION TAX SURCHARGE

# OCCUPATION TAX GAS SURCHARGE FORMULA

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

> GR/TR Х

x(TOT)TOTq

% Surcharge TOTg/GR

Estimated Gas Revenue From Sales Within the Where GR

Municipality

TR Estimated Total Revenue From Sales Within the

Municipality

Gas Revenue as a Percent of Total Revenue X

TOT Total Occupation Tax Levied by the Municipality Total Occupation Tax to be Recovered Through Otg

Gas Sales

Occupation Tax Gas Percentage Surcharge % Surcharge

The percentage surcharge will be calculated and applied to all gas revenue within the municipality on an annualized basis. In the event that an occupation tax is expected to be in effect for a period less than a year, the gas percentage surcharge will be calculated and applied to all gas revenues within the municipality for the period the tax is expected to be in effect.

In the event a municipality ceases to assess an occupation tax, and does not replace such tax with a tax of like character or effect, the Company will pay the municipality any amounts it may have recovered in excess of the appropriate assessment, calculated on a prorated basis. If the Company has recovered less money than required to meet its tax obligation, it will continue to apply the percentage surcharge until the amount sufficient to pay the municipal assessment has been recovered. If, however, the municipality enacts a tax, license or fee to replace an occupation tax; such as a franchise fee; the Company will carry over any amounts which are over or under recovered at the time the old tax ceases and the new tax becomes effective, and will apply said over or under collections to the payment of the new assessment.

ADVICE LETTER NUMBER	500		ISSUE DATE	September 26	, 1995

**DECISION** C95-796

MANAGER, Rates & Regulatory Affairs 5

**EFFECTIVE** October 1, 1995 DATE

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Eighteenth :	Revised	Sheet No.	42
Seventeenth	Revised	Cancels Sheet No.	42

# NATURAL GAS RATES DEMAND-SIDE MANAGEMENT COST ADJUSTMENT

# APPLICABILITY

All rate schedules for natural gas service are subject to a Demand-Side Management Cost Adjustment ("DSMCA") designed to recover the direct and indirect costs of Demand-Side Management Programs ("DSM Programs") in accordance with Commission-approved Demand-Side Management Plans and Rules 4750 through 4760 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, 4 Code of Colorado Regulations 723-4 ("Gas DSM Rules"). The DSMCA shall apply to all base rates for all applicable rate schedules and are as set forth on Sheet No. 42C.

# ANNUAL FILINGS

Effective January 1, 2009, the Company shall place into effect a new DSMCA pursuant to the Commission's final order on Company's 2009-10 DSM Plan and shall include Current Period DSM Costs incurred on and after January 1, 2009, plus all DSM costs incurred by Company prior to January 1, 2009 in accordance with its prior DSMCA.

The Company will file an advice letter to revise the DSMCA on April 1 to be effective July 1 through December 31 of the same year and on October 1 to be effective January 1 through June 30 of the next year. The October 1 filing will revise DSMCA for Current Period DSM Costs forecasted for the following year and the April 1 filing will revise the DSMCA for the DSM C Bonus and the DSM Deferred amount from the preceding year, including applicable DSM Interest, and the Acknowledgement of Lost Revenue ("ALR") values associated with the program in the previous year. The Company will include in its annual DSMCA filings all pertinent information and support documentation as is required by the Commission's Rules and as specifically set forth in Gas DSM Rules.

# **DEFINITIONS**

incurred.

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

# Current Period Demand-Side Management Costs (CDSC)

The CDSC are projected calendar year expenditures for the Company's DSM Portfolio after January 1, 2009, including all direct and indirect costs. The CDSC shall comprise costs of DSM programs directed at residential customers and costs of DSM programs directed at nonresidential customers and shall be expenses and recovered over twelve months beginning January 1 of the year in which the costs are expected to be

(Continued on Sheet No. 42A)

ADVICE LETTER NUMBER	860		ISSUE DATE _	April 1, 2014	
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 2014	

Second Revised	Sheet No	42A	
First Revised	Cancels Sheet No	42A	

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# NATURAL GAS RATES DEMAND-SIDE MANAGEMENT COST ADJUSTMENT

# DEFINITIONS - Cont'd

# DSM Interest

The amount of net interest accrued on the average monthly balance in gas DSM subaccounts of Account No. 186, whether positive or negative, as determined by multiplying the monthly balance by an interest rate equal to the Company's Commission-authorized after tax weighted average cost of capital. DSM Interest shall be calculated separately for the deferred balances associated with the Residential DSMCA and the Nonresidential DSMCA.

# DSM Acknowledgement of Lost Revenue (ALR) Value

The amount of lost revenue allowed by the Commission to be recovered that is associated with gas DSM programs.

# DSM Portfolio

The energy efficiency programs as approved by the Commission in the Company's DSM plan filings as required under the Gas DSM Rules. The DSM Portfolio shall comprise DSM programs directed at residential and non-residential customers.

#### RESIDENTIAL DSMCA

The DSMCA for residential service ("RDSMCA") shall be a percentage adjustment applicable to all base rates for customers receiving service under rate Schedule RG and shall be calculated as follows:

# 

#### Where:

- 1) RDSM Cost is the CDSC of residential DSM Programs for the following calendar year revised annually by a October 1 filing
- 2) RDSM Deferred is the positive or negative difference between the projected cost of residential DSM Programs and amounts collected from residential customers during the prior calendar year, including DSM Interest, revised annually by a April 1 filing
- 3) RDSM Bonus is the residential allocated portion of the total DSM Bonus from the previous calendar year revised annually by a April 1 filing  $\,$
- 4) R CCount is the Company's forecasted residential customer count for the twelve calendar months following the effective date of the RDSMCA
- 5) RS&F is the Service and Facility Charges applicable for residential service in effect on the effective date of the RDSMCA

(Continued on Sheet No. 42B)

ADVICE LETTER NUMBER	860		ISSUE DATE	April 1, 2014	
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 2014	

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Sheet No. 42B

Cancels
Sheet No. 42B

# NATURAL GAS RATES DEMAND-SIDE MANAGEMENT COST ADJUSTMENT

- 6) R Sales is the Company's forecasted residential usage (Schedules CG and IG separately) in therms for the twelve calendar months following the effective date of the RDSMCA
- 7) R Rate is the Usage Charge per therm applicable for residential service in effect on the effective date of the RDSMCA
- 8) The RDSM ALR Value is the sum of multiplying the dollar per therm value, as approved by the Commission for residential service, times the annual number of therms lost from all residential programs executed during the program year under consideration.

# NONRESIDENTIAL DSMCA

The DSMCA for nonresidential service ("NDSMCA") shall be a percentage adjustment applicable to all base rates for customers receiving service under rate Schedules CG and IG and shall be calculated as follows:

NDSMCA = NDSM Cost + NDSM Deferred + NDSM Bonus + NDSM ALR Value

N CCount \* NS&F + N Sales \* N Rates

#### Where:

- 1) NDSM Cost is the CDSC of nonresidential DSM Programs for the following calendar year revised annually by a October 1 filing
- 2) NDSM Deferred is the positive or negative difference between the projected cost of nonresidential DSM Programs and amounts collected from nonresidential customers during the prior calendar year, including DSM Interest, revised annually by a April 1 filing
- 3) NDSM Bonus is the nonresidential allocated portion of the total DSM Bonus from the previous calendar year revised annually by a April 1 filing
- 4) N CCount is the Company's forecasted nonresidential customer count for the twelve calendar months following the effective date of the NDSMCA
- 5) NS&F is the Service and Facility Charges applicable for nonresidential service (Schedules CSG, CLG and IG separately) in effect on the effective date of the NDSMCA
- 6) N Sales is the Company's forecasted nonresidential usage (Schedules CSG, CLG and IG separately) in therms for the twelve calendar months following the effective date of the NDSMCA, plus the CLG Peak Day Quantity in Dekatherms ("Dth")
- 7) N Rate is the Usage Charge per therm applicable for nonresidential service (Schedules CSG, CLG and IG separately) plus the CLG capacity charge per Dth in effect on the effective date of the NDSMCA
- 8) NDSM ALR Value is the sum of multiplying the dollar per therm value, as approved by the Commission for non residential services, times the annualized number of therms lost from all non residential programs executed during the program year under consideration

(Continued on Sheet No. 42C)

ADVICE LETTER NUMBER 860			ISSUE DATE	April 1, 2014
DECISION NUMBER _		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 2014

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Twentieth Revised Sheet No. 42C

Cancels
Sheet No. 42C

Nineteenth Revised Sheet No. 42C

Denver, CO 80201-0840	_	Nineteenth Revised	Sheet No. 42C	-
D	NATURAL G. EMAND-SIDE MANAGEME RATE T	INT COST ADJUSTMENT		
Residential Service				
RG		5.65%		I
RGL		5.65%		I
Commercial & Indust	rial Sales Service			
CSG		2.33%		I
CLG		2.33%		I
CGL		2.33%		I
IG		2.33%		I
<u> </u>				J

ADVICE LETTER NUMBER 1021 ISSUE DATE October 3, 2023

DECISION NUMBER VICE PRESIDENT, Rates & Regulatory Affairs DATE January 1, 2024

D

# PUBLIC SERVICE COMPANY OF COLORADO

	<u>Twelfth</u>	Twelfth Revised		Sheet No	42D_
P.O. Box 840 Denver, CO 80201-0840	Sub. Ele	eventh	Revised	Cancels Sheet No. —	42D
RESERVED FO	OR FUTURE F	ILING			
ADVICE LETTER NUMBER 860 2nd Amended			ISSUE		0.01
DECISION	ICE PRESIDENT,		DATE	June 20,	
NUMBER Rate	s & Regulatory Affairs		DATE	July 1, 2	014

2<sup>nd</sup> Sub. Third Revised Sheet No.

43-44

# PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840 Cancels Second Revised 43 - 44Denver, CO 80201-0840 Sheet No. D RESERVED FOR FUTURE FILING ADVICE LETTER NUMBER ISSUE DATE 567 July 31, 2000 **DECISION** VICE PRESIDENT, **EFFECTIVE** C00-801 August 1, 2000 NUMBER Rates & Regulatory Affairs DATE

		Fourth Revised		Sheet No	45	
P.O. Box 840 Denver, CO 8020	1-0840	Sub. Third	Revised	Cancels Sheet No	45	
		RESERVED FOR FUTURE FIL	ING			
ADVICE LETTER NUMBER	830 Amended	_	ISSUE _ DATE	August 8,	2013	
DECISION NUMBER	R13-0972-I	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	August 10	, 2013	

			Fifth Revise	d	Sheet No	46
P.O. Box 840 Denver, CO 8020	1-0840		Fourth Revis	ed	Cancels Sheet No.	46
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		RESERVED FO	R FUTURE FILING	3		
ADVICE LETTER NUMBER	853			ISSUE DATE	December	<u>27, 201</u> 3
DECISION NUMBER	C13-1568	VIC Pates 8	E PRESIDENT,	EFFECTIVE DATE	Januarv 1	. 2014

P.O. Box 840 Denver, CO 80201-0840			First Revised Original		Sheet No	46A
					Cancels Sheet No.	46A
						I
		RESERVED FC	R FUTURE FILING	7		
ADVICE LETTER NUMBER	853			ISSUE DATE	December	<u>27, 201</u> 3
DECISION NUMBER	C13-1568	VII Rates	CE PRESIDENT, & Regulatory Affairs	EFFECTIVE DATE	_January 1	, 2014

First Revised Sheet No. 46B

P.O. Box 840 Denver, CO 8020	1-0840	Original		Cancels Sheet No	46B
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		RESERVED FOR FUTURE FILING			
ADVICE LETTER NUMBER	853		ISSUE DATE	December	27, 2013
DECISION NUMBER	C13-1568	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	January 1	, 2014

	Ele	venth Revised	Sheet No	47
P.O. Box 840 Denver, CO 80201-0840	<u>Ten</u>	th Revised	Cancels Sheet No.	47
				]
	RESERVED FOR FUT	URE FILING		]
ADVICE LETTER		ISSUE		
NUMBER989	VICE PRESID	DATE	<u>December</u>	
DECISION NUMBER C21-0715	VICE PRESID Rates & Regulato	ENI, EFFECII	ve ∴Tanuarv 1	2022

	Eighth Revise	d	Sheet No	47A
P.O. Box 840 Denver, CO 80201-0840	Seventh Revis	ed	Cancels Sheet No. —	47A
	RESERVED FOR FUTURE FILING			
ADVICE LETTER		ISSUE		
NUMBER 989  DECISION NUMBER C21-0715	VICE PRESIDENT,	DATE _	December January 1	

	Sixth Revised	Sheet No	47B
P.O. Box 840 Denver, CO 80201-0840	Fifth Revised	Cancels Sheet No. —	47B
RE	SERVED FOR FUTURE FILING		
ADVICE LETTER NUMBER 989	ISSU DATE	E <u>December</u>	1, 2021
DECISION NUMBER C21-0715		CTIVE	

	Fourteenth Revised	Sheet No	47C	
P.O. Box 840 Denver, CO 80201-0840	Thirteenth Revised	Cancels Sheet No. —	47C	
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RESERV	VED FOR FUTURE FILING			
ADVICE LETTER NUMBER 989	ISSUE DATE	December	1, 2021	
DECISION NI IMPER C21 - 0.715	VICE PRESIDENT, EFFECTIV	E January	1 2022	

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

Thirty-first Revised Sheet No. 48

Sub. Thirtieth Revised Sheet No. 48

	NATUR	ΑL	GAS	RA	TES
GENERAL	RATE	SC	HEDU	LE	ADJUSTMENT

# GRSA:

The charge for gas service calculated under Company's gas base rate schedules shall be adjusted by the percentage listed below. Said adjustment shall not apply to charges determined by the Gas Cost Adjustment provision on Sheet No. 50.

0.03%

# GRSA- Pipeline System Integrity Adjustment (GRSA-P):

The charge for natural gas service calculated under the Company's natural gas base rate schedules shall be adjusted by the percentages listed below.

Residential Service	-1.00%	
RG	-1.00%	R
RGL	-0.57%	R
Commercial & Industrial Sales Service		
CSG	-1.18%	R
CLG	-1.92%	R
CGL	-0.41%	R
IG	-4.25%	R
Gas Transportation Service		
TFS	-1.63%	R
TFL	-2.21%	R
TI	-4.40%	R

ADVICE LETTER NUMBER	1013		ISSUE DATE _	March 31, 2023
DECISION NUMBER	C23-0247	REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	May 1, 2023

			Ninth Revise	ed	Sheet No	49
P.O. Box 840 Denver, CO 80201-0840		Eighth Revis	sed	Cancels Sheet No. —	49	
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						D
		RESERVE FOF	R FUTURE FILING	3		
ADVICE LETTER NUMBER	1003			ISSUE DATE	October 1	4, 2022
DECISION NUMBER	R20-0673	VIC	E PRESIDENT, & Regulatory Affairs	EFFECTIVE DATE	November	1, 2022

P.O. Box 840 Denver, CO 80201-0840			Third Revised  Second Revised			Sheet No	49A	
					i	Cancels Sheet No. —	49A	
		RESERVE F	OR FUTURE	FILING				
ADVICE LETTER NUMBER	1003				ISSUE DATE	October 1	4, 2022	
DECISION NUMBER	R20-0673	\ Rate	/ICE PRESIDENT, es & Regulatory Affair	s	EFFECTIVE DATE	November	1, 2022	

Second Revised Sheet No. 49B

P.O. Box 840 Denver, CO 8020	1-0840		First	Revised		Cancels Sheet No.	49B
		RESERVE FO	R FUTURE	FILING			
ADVICE LETTER NUMBER	1003				ISSUE DATE _	October 14	., 2022
DECISION NUMBER	R20-0673	VIII Rates	CE PRESIDENT, & Regulatory Affa	airs	EFFECTIVE DATE	November 1	

#### COLO. PUC No. 6 Gas

## PUBLIC SERVICE COMPANY OF COLORADO

Fourteenth Revised 50 Sheet No. Cancels 50

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

Sub. Thirteenth Revised Sheet No.

NATURAL GAS RATES GAS COST ADJUSTMENT

# APPLICABILITY

Rate schedules for natural gas service are subject to a Gas Cost Adjustment ("GCA"). The GCA includes the following costs: 1) cost of gas purchased from the Company's suppliers; 2) costs to deliver that same gas to the Company's pipeline system, and 3) the recovery of the revenue requirement associated with the Company's investment in its gas storage inventory. will be subject to quarterly changes to be effective on the first day of each C calendar quarter and interim changes, if justified by the Company, to be effective on the first day of any other month. The GCA for all applicable rate schedules is as set forth on Sheet Nos. 50H and 50I, and will be added to the Company's Base Rates for billing purposes.

## DEFINITIONS

Account No. 191. An account under the Federal Energy Regulatory Commission System of Accounts, as required by Rule 4005(c) of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, used to accumulate actual gas supply costs, and corresponding actual revenues in a given period.

Actual Gas Cost. The amount recorded as Well Head Purchases in Account 1800, Field Line Purchases - 1801, Gasoline Outlet Purchases - 1802, Transmission Line Purchases - 1803, City Gas Purchases - 1804, Exchange Gas - 1806, Kansas Storage Taxes in Account 1807-51, Gas Price Management Costs in Account 1807-54\*, Gas Withdrawn from and Delivered to Storage - 1808, Gas Used for Products Extraction - 1811, Take/Pay Buy-out payments in Account 1813-12, and Storage Gas Lost and Unaccounted in Account 1823. In accordance with the authorizations granted in Docket Nos. 99S-293G and 12A-240G, Gas Price Management Costs recorded in Account 1807-54 shall include only those premiums or settlement costs incurred by the Company in connection with its use of the following financial instruments as part of its most-recently filed Gas Price Volatility Mitigation Plan: fixed-for-float swaps (a financial fixed price agreement for deliveries at a location other than the Henry Hub), New York Mercantile Exchange ("NYMEX") futures contracts in conjunction with market basis (between Colorado Interstate Gas Company, Northwest Pipeline Company, Henry Hub, or other monthly indices in the areas where the Company regularly procures its natural gas supplies), call options, put options and costless collars.

\* - Pursuant to Commission Decision Nos. R99-1094, C02-910, C04-1112, C09-0596, R13-0121 C14-0889, and C18-0738, Gas Price Management Costs, except those specific Gas Price Management Costs incurred by the Company in execution of the long-term portion of a Commission-approved Gas Price Volatility Mitigation Plan, shall be excluded from the definition of Actual Gas Costs effective July 1, 2022, unless the Commission by subsequent order approves the continued inclusion of these costs.

ADVICE LETT NUMBER	ER 1024		ISSUE DATE	December :	11,	2023
DECISION NUMBER	C23-0796	REGIONAL VICE PRESIDENT, Regulatory and Pricing	EFFECTIV DATE	/E December	14,	2023

Fifteenth Revised Sheet No. 50A

Cancels
Fourteenth Revised Sheet No. 50A

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NATURAL GAS RATES
GAS COST ADJUSTMENT

## DEFINITIONS - Cont'd

Average Gas Storage Inventory Balance. The annual average of the forecasted monthly average gas storage inventory balances for the GCA Effective Period.

Base Rate(s). The Company's currently effective rates for sales gas and gas transportation service as authorized by the Commission in the Company's last general rate case.

Current Gas Cost. A rate component of the GCA, expressed in mils per dekatherm (\$0.001 per Dth), which is the sum of the Gas Commodity Cost, Upstream Service Cost and the Gas Storage Inventory Cost projected to be incurred by the Company during the GCA Effective Period divided by the applicable Forecasted Sales Gas Quantity.

Deferred Gas Cost. Gas costs accumulated in the Company's Account No. 191, which can be over- or under-recoveries, calculated by subtracting Recovered Gas Cost from Actual Gas Cost, as of the end of the month that is one month prior to the effective date of the GCA, adjusted for unbilled revenues, and including: (1) storage adjustments; (2) other costs authorized by the Public Utilities Commission; (3) Interest on Account No. 191 Balance, as authorized by the Public Utilities Commission; (4) the net Daily Imbalance Charges from transportation customers under the Shipper Daily Balancing Option; and (5) the net Monthly Cashouts from transportation customers. The Deferred costs will be offset by Unauthorized Overrun Penalties collected from customers.

Deferred Gas Reserve Tracker. Amounts will include a separate gas reserve N component tracked in account No. 191 based on actual GCA costs that have risen  $_{
m N}$ above or fallen below a defined threshold. The threshold triggering use of  ${ t N}$ this account consists of an upper limit of 180 percent of the average GCA $\mid$  N over the last five calendar years less any current EGCRR rate and a lower N limit of 80 percent of the average GCA over the last five calendar years. $\mid$  N Any changes to the upper or lower limit will be effective in the third quarter vert N GCA annually. If the GCA rate exceeds the upper dekatherm amount of the range N the resulting gas reserve component balance, the amount above the upper limit $\mid$  N will be included in the Deferred Gas Reserve Tracker, and if the GCA rate is  ${ t N}$ under the lower dekatherm rate end of the range the amount below the lower N limit may be included in the Deferred Gas Reserve Tracker. This tracker will  $\mid$  N be adjusted at the time the GCA rate is adjusted to ensure the rate remains  $\mid$  N in the defined range until the next filing. The Deferred Gas Reserve Tracker N includes symmetrical interest on both under-recovered and over-recovered N balances.

Forecasted Sales Gas Quantity. The quantity of gas commodity projected to be sold by the Company during the applicable GCA Effective Period, based upon the historic quantity of gas commodity sales, adjusted to reflect normal historic temperature based on National Oceanic and Atmospheric Administration

ADVICE LETTER NUMBER	1024		ISSUE DATE	December 11, 2	023
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Tenth Revised Sheet No. 50B

Sub. Ninth Revised Sheet No. 50B

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NATURAL GAS RATES
GAS COST ADJUSTMENT

## DEFINITIONS - Cont'd

data and anticipated changes, except that for the Deferred Gas Cost rate M component calculation, the Forecasted Sales Gas Quantity shall be the gas M commodity projected to be sold during the 12-month period applicable to the M Company's quarterly GCA application effective October 1.

Gas Commodity Cost. The total cost of the natural gas commodity that includes each of the following costs, as determined for each month within the GCA Effective Period: (1) the NYMEX Settlement Price as of the first business day of the month prior to the GCA 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 purchase volumes for each corresponding month within the GCA Effective Period; (2) the monthly reservation fees or demand charges payable to gas sellers for making firm quantities of gas available for sale to Company irrespective of the commodity volume actually delivered (gas demand costs); (3) the physical fixed price purchases; (4) appropriate adjustments for storage gas injections and withdrawals; and (5) the gas price management costs.

Gas Cost Adjustment ("GCA"). The tariff mechanism by which a gas rate is adjusted on an expedited basis to reflect increases or decreases in rate components, such as the Deferred Gas Cost, Gas Commodity Cost, Upstream Service Cost and Gas Storage Inventory Cost.

GCA Effective Period. The period of time that the GCA rate change is intended to be in effect. The GCA Effective Period for the Gas Commodity Cost, and Deferred Gas Cost, components of the GCA rate is the three-month calendar quarter, except that for purposes of an interim GCA, the GCA Effective Period for the Gas Commodity Cost is either two months or one month, depending on the number of months remaining before the GCA Effective Period for the next regular quarterly GCA. The GCA Effective Period for the Upstream Service Cost and Gas Storage Inventory Cost components of the GCA rate is typically twelve months, from October 1 through September 30, except that for purposes of a regular quarterly GCA, the GCA Effective Period for the Upstream Service Cost and Gas Storage Inventory Cost components of the GCA rate is the remainder of such twelve-month period.

ADVICE LETTER NUMBER	1024		ISSUE DATE	December 11, 202	<u>23</u>
DECISION NUMBER	C23-0796	REGIONAL VICE PRESIDENT, Regulatory and Pricing	EFFECTI DATE	IVE December 14, 201	23

Twelfth Revised Sheet No. 50C

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Eleventh Revised Sheet No. 50C

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NATURAL GAS RATES
GAS COST ADJUSTMENT

# DEFINITIONS - Cont'd

Gas Storage Inventory Cost. A rate component of the GCA, expressed in mils per dekatherm (\$0.001 per Dth) which is the return applied to the Average Gas T Storage Inventory Balance divided by the Forecasted Sales Gas Quantity. The return applied to the Average Gas Storage Inventory Balance shall be based on the monthly interest 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/releases/h15/data.htm). The return will be T adjusted for income taxes before being multiplied by the Average Gas Storage Inventory.

Interest on Account No. 191 Balance. For amounts outside of the Deferred Gas N Reserve Tracker, interest at a rate equal to the interest rate paid on customer deposits as set forth in the General Terms and Conditions will be applied to the Account No. 191 Deferred Gas Cost Balance on an average monthly basis. The disposition of any net interest on over- or under-recovered gas costs shall be as directed by orders of the Public Utilities Commission in Docket Nos. 02A-267G and 08A-095G.

Recovered Gas Cost. The gas costs recovered by the Company, which shall be calculated by applying the GCA rate to actual sales quantities billed for the period the GCA rate was in effect.

Upstream Service Cost. The total cost of all transmission, gathering, compression, balancing, treating, processing storage and like services performed by others under contract with the Company for the purpose of effectuating delivery of gas commodity to the Company's jurisdictional natural gas facilities.

#### CURRENT GAS COST RATE DETERMINATION

Current Gas Cost shall be calculated to the nearest mil per Dth according to the following formula:

Current Gas Cost = A + B + C

A = Gas Commodity Cost

B = Upstream Service Cost

C = Gas Storage Inventory Cost

(Continued on Sheet No. 50D)

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 50D

NATURAL GAS RATES
GAS COST ADJUSTMENT

CURRENT GAS COST RATE DETERMINATION - Cont'd

#### WHERE:

The <u>Gas Commodity Cost</u> component of the GCA rate, calculated to the nearest mil per dekatherm (\$0.001/Dth), is the total Gas Commodity Cost projected to be incurred by the Company during the applicable GCA Effective Period, determined by using the quantity of gas commodity the Company anticipates it will purchase during the GCA Effective Period, adjusted for system gas loss, use, or other anticipated variances, divided by the Forecasted Sales Gas Quantity.

The <u>Upstream Service Cost</u> component of the GCA rate, calculated to the nearest mil per dekatherm (\$0.001/Dth), is the total Upstream Service Cost projected to be incurred by the Company during the applicable GCA Effective Period divided by the Forecasted Sales Gas Quantity.

The Gas Storage Inventory Cost component of the GCA rate, calculated to the nearest mil. Per Dekatherm (\$0.001/Dth), is the total Gas Storage Inventory Cost calculated by the Company during the applicable GCA Effective Period divided by the Forecasted Sales Gas Quantity.

# DEFERRED GAS COST RATE DETERMINATION

The Deferred Gas Cost rate component shall be calculated to the nearest mil per dekatherm (\$0.001/Dth) by dividing the Deferred Gas Cost amount by the 12-month Forecasted Sales Gas Quantity from the Company's annual GCA application effective October 1.

(Continued on Sheet 50E)

ADVICE LETTE NUMBER	R 805		ISSUE DATE	September 1, 2011
DECISION NUMBER	C11-0946	REGIONAL VICE PRESIDENT, Regulatory and Pricing	EFFECTI DATE	VE September 5, 2011

Tenth Revised Sheet No. 50E

Sub. Ninth Revised Sheet No. 50E

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

NATURAL GAS RATES
GAS COST ADJUSTMENT

# GAS COST ADJUSTMENT

The following formula is used to determine the GCA amount.

GCA = A + B + C + D

- A = Gas Commodity Cost (part of the Current Gas Cost)
- B = Upstream Service Cost (part of the Current Gas Cost)
- C = Deferred Gas Cost
- D = Gas Storage Inventory Cost (part of the Current Gas Cost)

The GCA will be subject to four regular quarterly changes to be effective on the first day of each calendar quarter by the Company filing quarterly GCA D applications for GCA changes to be effective January 1, April 1, July 1, and  ${ t T}$ October 1. The GCA rate will also be subject to interim GCA changes by the  ${ t T}$ Company filing an interim GCA application, subject to the Company justifying the need for such interim GCA change consistent with Commission Decision No. C09-0596; such interim GCA changes may become effective on the first day of any calendar month other than the beginning of a calendar quarter and continue through the end of the calendar quarter in which it is filed. The four GCA rate components (Gas Commodity Cost, Upstream Service Cost, Gas Storage Inventory Cost and Deferred Gas Cost) shall be subject to regularly scheduled revision each quarter by the Company filing a quarterly GCA application, while D only the Gas Commodity Cost rate component shall be subject to revision by the Company filing an interim GCA application. In each case, the revised Gas Commodity Cost, Upstream Service Cost, Gas Storage Inventory Cost and Deferred Gas Cost components shall replace the corresponding Gas Commodity Cost, Upstream Service Cost, Gas Storage Inventory Cost, and Deferred Gas Cost T components previously in effect. Quarterly and interim GCA applications shall C be filed on less than thirty (30) days' notice in accordance with applicable Colorado statutes, Commission Rules and Commission decisions, but on not less T than fourteen (14) days' notice prior to the proposed effective date.

# INTEREST AND AMORTIZATION OF DEFERRED GAS RESERVE TRACKER BALANCES

Whether in the Deferred Gas Reserve Tracker or in the EGCRR, interest at a N rate equal to the interest rate paid on customer deposits will be applied to N any consecutive twelve month or less over-recovered balance or to any N consecutive twelve month or less under-recovered balance. Beginning with N consecutive month thirteen, interest will be applied at a rate equal to the Company's actual long-term debt rate.

(Continued on Sheet 50F)

ADVICE LETTER NUMBER	1024		ISSUE DATE	December 11, 2023
DECISION NUMBER	C23-0796	REGIONAL VICE PRESIDENT, Regulatory and Pricing	EFFECTI DATE	IVE December 14 2023

Fifth Revised Sheet No. 50F

Sub. Fourth Revised Sheet No. 50F

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

NATURAL GAS RATES
GAS COST ADJUSTMENT

# TRANSFER OF UNDER-RECOVERED BALANCE IN THE DEFERRED GAS RESERVE TRACKER TO THE EXTRAORDINARY GAS COST RECOVERY RIDER (EGCRR)

As part of any quarterly GCA filing the Company may transfer the Deferred Gas N Reserve Tracker balance to the EGCRR, including interest, which will continue N to accrue, if there is an under-recovered balance. If the Deferred Gas N Reserve Tracker balance transferred is less than \$75 million, it will be recovered over a 12-month period. If the Deferred Gas Reserve Tracker balance transferred is between \$75 million under-recovered and \$150 million under-recovered it will be recovered over a 24-month period.

If there are under-recovered amounts greater than \$150 million, the transfer, N recovery, and return on the approved amortization will be addressed in a N separate filing. Interest as set forth above will accrue in the interim. N

## RELATIONSHIP TO GCA RULES 4 CCR 723-8

The Company's GCA as set forth above incorporates by reference the entire Public Utilities Commission of the State of Colorado GCA Rules, Rules 4600 through 4609 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, except as to terms specifically defined in this GCA Tariff. In the event that there is any conflict between the GCA Tariff, as set forth herein, or any Commission order or error with respect to the GCA Rules and GCA Rules definitions of terms not defined in this GCA Tariff, the intent is that the GCA Rules shall prevail, except to the extent that the Commission has approved a waiver of the GCA Rules.

# 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 by the Company from an upstream service provider, including the interest received thereon; provided, however, that in certain instances in which a refund plan may not be appropriate or feasible, the Company may fulfill its responsibility by submitting alternative methods or plans for the disposition of such refund dollars, subject to Commission approval.

## GAS COST ADJUSTMENT APPLICATION

The purpose of the GCA application is to enable the Company, on an expedited basis, to reflect increases or decreases in gas costs to be recovered by the Company, such as Gas Commodity Costs, Upstream Service Costs, Deferred Gas Costs and Gas Storage Inventory Costs. Except to the extent the Public Utilities Commission has granted the Company a waiver, the contents of the GCA application and its exhibits are as prescribed in the Public Utilities Commission's GCA Rules, Rules 4600 through 4609 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators.

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DECISION NUMBER	C23-0796	REGIONAL VICE PRESIDENT, Regulatory and Pricing	EFFECTI\	/E December 14, 2023

Fifth Revised Sheet No. 50G

Sub. Fourth Revised Sheet No. 50G

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

NATURAL GAS RATES
GAS COST ADJUSTMENT

## GAS PURCHASE PLAN

The Gas Purchase Plan ("GPP") is a submittal with supporting exhibits that describes the Company's plan for purchases of gas commodity and Upstream Services to be used to meet sales gas demand during the Gas Purchase Year. The GPP is scheduled to be filed annually on or before June 1 for the next Gas Purchase Year beginning July 1. The contents of the GPP and its exhibits are as prescribed in Rules 4605 and 4606 of the Public Utilities Commission's Rules Regulating Gas Utilities and Pipeline Operators.

# GAS PURCHASE AND DEFERRED BALANCE REPORT

The Gas Purchase and Deferred Balance Report ("GPDBR") is a report to be filed with the Commission that contains exhibits that describe the Company's actual purchases of gas commodity and Upstream Services in order to meet sales gas demand during the Gas Purchase Year. The GPDBR for the preceding gas purchase year in which a GPP was filed is scheduled to be filed annually, no later than October 1. The contents of the GPDBR and its exhibits are as prescribed in Rules 4608 and 4609 of the Public Utilities Commission's Rules Regulating Gas Utilities and Pipeline Operators.

(Continued on Sheet 50H)

ADVICE LETTER NUMBER 1024 ISSUE DATE December 11, 2023

DECISION REGIONAL VICE PRESIDENT, Regulatory and Pricing DATE December 14, 2023

One Hundred Thirty-fourth Revised Sheet No. \_\_\_\_50H

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One Hundred Thirty-third Revised Sheet No. 50H

	NATURAL GAS RATES GAS COST ADJUSTMENT						
Rate Schedule	Sheet No.	Billing Units	Type Of Charge	Current Gas Cost	Deferred Gas Cost	Gas Cost Adjustment	
RG	14	Therm	Commodity	\$0.35020	\$0.02620	\$0.37640	RRR
RGL	15	Therm	Commodity	\$0.32880	\$0.02620	\$0.35500	RRR
CSG	16	Therm	Commodity	\$0.34500	\$0.02620	\$0.37120	RRR
CLG	17	DTH	Commodity	\$3.40400	\$0.02620	\$3.66600	RRR
CGL	18	Therm	Commodity	\$0.32230	\$0.02620	\$0.34850	RRR
IG	19	DTH DTH	On-Peak Deman Commodity		 \$0.26200	\$1.59600 \$3.55000	RR RRR
TFS	29	DTH DTH	Transportation Supply	\$1.59600		\$0.03800 \$1.59600	RR R
TFL	30	DTH DTH DTH DTH	Commodity Transportatic Supply Commodity	(1) \$0.03800 \$1.59600 (1)	\$0.26200 \$ \$0.26200	\$0.03800 \$1.59600	RR R
TI	31	DTH DTH DTH	Transportatio On-Peak Deman Commodity	d \$1.59600	  \$0.26200	\$0.03800 \$1.59600	RR R

(1) The Current Gas Cost shall be established each month as follows: For each Dth of Backup Sales Service quantities purchased on any Day up to the Backup Reservation Quantity, the rate shall be equal to 100% of Index Price One, as defined in the Gas Transportation Terms and Conditions, plus the CIG TF Transportation Rate, as defined in the Gas Transportation Terms and Conditions. For each Dth of Backup Sales Service quantities purchased on any Day in excess of the Backup Reservation Quantity, the rate shall be equal to 125% of Index Price One, plus the CIG TI Transportation Rate, as defined in the Gas Transportation Terms and Conditions.

(Continued on Sheet No. 50I)

ADVICE LETTER NUMBER	1030		ISSUE DATE <u>March 27, 2024</u>
DECISION NUMBER	C24-0193	REGIONAL VICE PRESIDENT, Regulatory and Pricing	EFFECTIVE DATE April 1, 2024

#### COLO. PUC No. 6 Gas

# PUBLIC SERVICE COMPANY OF COLORADO

Sub. First Revised 50I Sheet No. Cancels

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

2<sup>nd</sup> Sub. Original 50I Sheet No.

NAC	rural	GAS	RATES
GAS	COST	ADJU	JSTMENT

(2)	The Current Gas Cost shall be established each month as follows: For	DC
	each Dth of sales Gas volumes that are subject to the Interruptible TI	
	Sales Charge, the rate shall be equal to 125% of Index Price One, plus	
	the CIG TI Transportation Rate, as defined in the Gas Transportation	
	terms and Conditions.	

ADVICE LETTER NUMBER

962

February 21, 2020

**DECISION** NUMBER R20-0046 REGIONAL VICE PRESIDENT, Regulatory and Pricing

**EFFECTIVE** DATE

ISSUE DATE

March 1, 2020

<u>Fourth Revi</u>	sed Sheet No.	51
Third Revis	Cancels ed Sheet No.	51

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# NATURAL GAS RATES EXTRAORDINARY GAS COST RECOVERY RIDER

#### APPLICABILITY

Rate schedules RG, RGL, CSG, CLG, CGL, and IG are subject to an Extraordinary Gas Cost Recovery Rider (EGCRR) to reflect two elements: 1. The incremental N cost of fuel during the period of February 13 through February 19, 2021 and N 2. Any balances transferred from the Deferred Gas Reserve Tracker as described N in the Gas Cost Adjustment Tariff. The EGCRR Factors for all applicable rate N schedules will be applied through a \$/therm or \$/Dth charge.

#### INTEREST

Through Decision No. C22-0413 issued in Proceeding No. 21A-0192EG the Commission approved the recovery of \$293,607,161 of natural gas fuel costs during the February 13 through February 19, 2021 extreme cold weather event. The total recovery amount of this portion of the EGCRR is not subject to interest or carrying charges. Interest on balances transferred from the Deferred Gas Reserve Tracker will be applied as described in the Gas Cost N Adjustment Tariff.

# COST RECOVERY TERM

Through Decision No. C22-0413 issued in Proceeding No. 21A-0192EG the Commission approved the recovery of incremental fuel cost from August 15, 2022 through February 14, 2025. Cost recovery terms for balances transferred N from the Deferred Gas Reserve Tracker are described in the Gas Cost Adjustment N Tariff. At the conclusion of the applicable recovery term, any remaining ND over or under collection of costs will be transferred to the deferred balance of the Gas Cost Adjustment.

## EXTRAORDINARY FUEL COST RIDER SEMI-ANNUAL REVIEW

The Company will evaluate the EGCRR every six months and determine whether an interim true-up is needed based on the deferred balance of the Gas Cost Adjustment. The Company will make appropriate filings with the Commission to implement an interim true-up if one is necessary.

ADVICE LETTER
NUMBER 1024 ISSUE DATE December 11, 2023

DECISION REGIONAL VICE PRESIDENT. EFFECTIVE

DECISION NUMBER C23-0796

REGIONAL VICE PRESIDENT, Regulatory and Pricing

Date December 14, 2023

Third Revised Sheet No. 51A

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

Cancels Sheet No. Second Revised 51A

Denver, CO 80201-0840		Second Revised	Sheet No. 51A
		GAS RATES COST RECOVERY RIDER	
Rate Schedule	Billing U	n <u>its</u>	EGCRR Charge
RG	Therm		\$0.07221
RGL	Therm		\$0.07221
CSG	Therm		\$0.07221
CLG	DTH		\$0.72213
CGL	Therm		\$0.07221
IG	DTH		\$0.72213

ADVICE LETTER NUMBER ISSUE DATE 1001 October 7, 2022 **DECISION** REGIONAL VICE PRESIDENT, **EFFECTIVE** NUMBER C22-0512 Regulatory and Pricing DATE October 15, 2022

	Sub. Fourth Revised Shee		Sheet No	51B		
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ADVICE LETTER NUMBER	805			ISSUE DATE	September	1, 2011
DECISION NUMBER	C11-0946	REGIONAL \ Regulato	/ICE PRESIDENT,  ry and Pricing	EFFECTIVE DATE		

		<u>First Revised</u>		Sheet No	52
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ADVICE LETTER			ISSUE DATE		
NUMBER1028			DATE	January 8	, 2024

DECISION NUMBER C22-0804 DATE

January 8, 2024

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** DATE

January 11, 2024

	<u>First Revised</u>	Sheet No	52A
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**DECISION** 

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C22-0804

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ADVICE LETTER NUMBER1028	<u> </u>	ISSUE DATE	January 8	, 2024

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** 

January 11, 2024

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NUMBER DECISION NUMBER C22-0804

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

January 8, 2024 DATE

**EFFECTIVE** DATE January 11, 2024

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Sub.	First	Revised	Sheet No	60
			Cancels	<b></b>
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#### GAS SERVICE

#### FLEXIBLE PRICING POLICY

The following rules and regulations set forth the Company's policy regarding the development of flexibly priced gas sales and transportation 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 ("Commission") found at 4 CCR 723-10.

# Applicability

Except as specified in more detail below, this policy shall be applicable to any residential, commercial, industrial and resale gas sales service customer or potential sales customer, and to any firm or interruptible gas transportation service customer or potential transportation customer of the Company to whom the Company offers a contract with flexible pricing. The services not eligible for flexible pricing are: Residential and Commercial Gas Outdoor Lighting Service sales tariffs, the following gas transportation service charges: Backup Sales Service Reservation Charge, and On-Peak Demand Quantity Charge. Under no circumstances will the Company offer discounts on embedded gas cost. Company shall retain discretion as to which customers or potential customers shall be offered flexible pricing, but similarly situated | DC customers will be offered the same discounts in accordance with Colorado Statutes and Rules and the Company's Gas tariff.

# Requirements for Flexible Pricing

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

- 1. The customer has the ability to provide its own service or has competitive alternatives available from other providers of the same or substitutable service, except from another public utility providing or proposing to provide the same type of service.
- 2. The customer will discontinue using the services of the Company if the applicable rates are not flexibly priced.

(Continued on Sheet No. 60A)

ADVICE LETTER NUMBER	962		ISSUE DATE	February 21, 2020
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#### GAS SERVICE

#### FLEXIBLE PRICING POLICY

# Requirements for Flexible Pricing - Cont'd

- 3. The approval of the flexible price rate will not adversely affect the remaining customers of the Company. The Company will not offer any flexible price rate which is lower than the embedded minimum transportation rate. Accounting records will be maintained and available for inspection by 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, C.R.S. If the discounted price is below the applicable embedded gas cost, the Company will maintain separate accounting records for those sales and will remove revenues of those sales and associated costs from the Gas Cost Adjustment clause.
- 4. The price of any such service is not less than the marginal cost of the service to the Company. The marginal cost to the Company will be computed based on the annual cost of the facilities required to provide service to the customer. The annual cost will be derived by applying the approved Revenue Requirement Factors from the most recent rate review to the estimated cost of the facilities required to provide service. The Revenue Requirement Factors include operating and maintenance expenses, depreciation expenses, income taxes and earnings applicable to the facilities required to provide service.
- 5. The approval of the flexibly priced rate is in the public interest.

# Regulatory Approval

Upon determination that the Company desires to offer a customer or 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 marginal cost as determined in accordance with the requirements herein, the Company may file an application with the Commission for approval of such flexibly priced rate. When the Company seeks such regulatory approval, the Company and customer shall have discretion to execute a gas service contract and place the rate into effect prior to and subject to obtaining regulatory approval, or to execute the gas service contract and place the rate into effect after receiving regulatory approval.

# Confidentiality 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 Company, in the immediate termination of the flexibly priced contract.

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# NATURAL GAS RATES QUALITY OF SERVICE PLAN (QSP)

## APPLICABILITY

All rate schedules may be subject to a Quality of Service Plan (QSP) Adjustment reflective of penalties associated with performance outcomes related to the Company's most recent QSP. Under the plan, Performance Baselines are established for two key operating areas: 1) Safety and 2) Reliability, which align with the Colorado Public Utilities Commission's mission.

Periodically, the Company will present, with Stakeholder input, well-defined performance metrics for each of these operating areas. Each Performance Metric should be quantitative and based on historical data.

# **DEFINITIONS**

## Damage

Any impact, exposure, or excavation activity that results in the need to repair a Company facility or replace a pipeline due to a weakening, or the partial or complete destruction, of the facility or pipeline, including, but not limited to, the pipe, appurtenances to the pipe, protective coating, support, cathodic protection or housing for the line device or facility.

# Gas Emergency

A situation where natural gas may pose an immediate danger to life, property or the public well-being.

## Gas Leak

An unintentional escape of natural gas from any Company-operated equipment and pipeline, except for a non-hazardous release of gas eliminated by lubrication, adjustment or tightening.

## Grade 2 Leak

A gas leak that is recognized as being non-hazardous at the time of detection, but ultimately requires a scheduled permanent repair.

#### Locate

Determining the location of and marking a service line, pipeline, or other natural gas facility through the use of stakes, paint, flagging, whiskers, or some other manner that determines the location of that line or facility.

Continued on Sheet No. 70A

ADVICE LETTER NUMBER	953		ISSUE DATE	September	13,	2019
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# NATURAL GAS RATES OUALITY OF SERVICE PLAN (OSP)

DEFINITIONS - Cont'd

Penalty

An amount recorded and ultimately credited to customers as a result of an annual performance outcome in any metric that falls short of an established Performance Baseline. This penalty will be nonrecoverable.

#### Performance Baseline

acceptable performance historical, outcome, based on quantitative data for a specific Performance Metric.

# Performance Metric

Activities in which incremental improvements should result in improved Each Performance Metric should be quantitative and safety or reliability. based on historical data.

# Performance Year

A calendar year, January 1 through December 31. Period over which metric performance data is collected.

## QSP Approval Period

Three consecutive Performance Years.

#### QSP Stakeholders

Commission Staff, Company personnel, and any approved intervenors in the proceeding authorizing the QSP.

#### Repair or Permanent Repair

A maintenance or construction activity recognized by the Company's Gas Standards Manual as a "permanent repair" that restores a facility to full operating ability without further work.

## Repair Time

Duration between when a leak is identified and when the leak is corrected by a permanent repair.

(Continued on Sheet No. 70B)

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NUMBER

C19-0728

**ISSUE** September 13, 2019 DATE

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> NATURAL GAS RATES QUALITY OF SERVICE PLAN (QSP)

DEFINITIONS - Cont'd

# Reporting Date

May  $31^{\text{st}}$  of each Performance Year.

# Response Time

Duration from the time an emergency call is received in the call center to the time Company personnel arrives on scene.

#### ANNUAL REVIEW PROCESS AND SCOPE

The QSP will be in effect through the QSP Approval Period set by the Commission. At the end of each Performance Year, QSP stakeholders will meet and review the Company's previous year performance outcomes to determine if penalties are appropriate. The amount of penalty recorded and credited to customers will be determined by the actual result for the Performance Year as compared to the Performance Baseline established in the QSP Performance Baseline section of this Tariff. Financial treatment of penalties is discussed in the Deferred Accounts and Disbursements Section below.

(Continued on Sheet No. 70C)

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# NATURAL GAS RATES QUALITY OF SERVICE PLAN (QSP)

# PENALTY ADJUSTMENT

For each metric, if the Company's annual performance outcome falls short of the Performance Baseline, the Company will record a penalty amount as a regulatory liability. The maximum total penalty the Company may incur as a regulatory liability during a single Performance Year is \$750,000.

During the QSP's Annual Review Process, the potential penalty amount for succeeding Performance Years will stay the same.

# DEFERRED ACCOUNTS AND DISBURSEMENT

Any penalty amounts will be placed in a regulatory liability account and will be credited to customers in the next filed phase I gas rate review. The Commission shall determine an appropriate amortization period for this regulatory liability, if applicable.

(Continued on Sheet No. 70D)

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DECISION C19-0728

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ISSUE September 13, 2019

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# NATURAL GAS RATES QUALITY OF SERVICE PLAN (QSP)

# EXCLUSION PROCESS

Performance Year metric data will be recorded with no exclusions absent the notification for exclusion as described in this section. The Company may claim exclusion of certain data associated with events that are outside the control of the Company when calculating certain Performance Metrics. Potentially excludable events may include periods of emergency, catastrophe, natural disaster, catastrophic storm, civil unrest, product/manufacturing defects (e.g., D.O.T. Alert Notice), vendor material recall, or other similar events. The Company reserves the option to claim exclusions for events required as reportable through Rules 4910-4914 of the Commission Rules of Practice and Procedure. The Company shall bear the burden of proving that the proposed excludable event was unforeseeable, extraordinary, and outside of the Company's control.

In its notification, the Company must separately document and report the timeframe and impact of each event for which it claims exclusion and the rationale for excluding it. Notifications for exclusion should be made throughout the Performance Year within 30 days of the triggering event. Notifications for exclusion will be directed to the Deputy Director of Fixed Utilities of the Colorado Public Utilities Commission, and filed in the proceeding authorizing the QSP, and if applicable, will reference the event which the Company initially reported through the mechanism provided in Rules 4910-4914 of the Commission Rules of Practice and Procedure. In the event of a dispute, misunderstanding, or controversy related to any exclusion claim, any party may file a motion asking the Commission or an assigned Administrative Law Judge to resolve the dispute.

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> NATURAL GAS RATES QUALITY OF SERVICE PLAN (QSP)

# QSP PERFORMANCE BASELINE

OSP APPROVAL PERIOD: January 1, 2022 through December 31, 2024

SAFETY:

# a) Damage Prevention

Objective: Lower damages/1000 locates

Penalty: \$250,000

2022 Performance Baseline: Damages exceed 2.02 damages/1000 locates Performance Baseline (beginning January 1, 2023): Damages exceed 1.47 damages/1000 locates

# b) Emergency Response

Objective: Improve responsiveness in potential emergency situations

Penalty: \$250,000

2022 Performance Baseline: Response falls below 76.1 percent within 60

minutes

Performance Baseline (beginning January 1, 2023): Response falls

below 95 percent within 60 minutes

# RELIABILITY:

# a) Grade 2 Leak Repair Time

Objective: Decrease the amount of methane released into environment

Penalty: \$250,000

2022 Performance Baseline: Repair time exceeds 63.3 days

Performance Baseline (beginning January 1, 2023): Repair time exceeds N

52 days

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**EFFECTIVE** 

October 27, 2022

November 1, 2022

**DECISION** C22-0642 NUMBER

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### COLO. PUC No. 6 Gas

### PUBLIC SERVICE COMPANY OF COLORADO

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RULES AND REGULATIONS

NATURAL GAS SERVICE

**GENERAL** 

### DEFINITION OF TERMS

Billing Unit - A quantity of gas expressed in either volume or energy, depending on the rate class. All transportation services shall be determined in dekatherms (Dths).

"British Thermal Unit (Btu) - One (1)Thermal (International Table), which is the amount of energy equivalent to 1,055.056 Joule, as specified in Gas Processors 2145-93 ("Table of Publication Physical Constants of Hydrocarbons and other Components of Natural Gas") or subsequent amendments as may be adopted by the Company. One (1) MMBtu shall mean one million (1,000,000) Btu.

BTU Adjusted Area - The portion of Company's System where gas is meet Wobbe delivery blended with air or inert gas in order to specifications.

BTU Non-Adjusted Area - The portion of Company's System where there is no additional requirement for gas to be blended with air or inert gas in order to meet the Wobbe delivery specifications.

Business Day - All non-Holiday weekdays.

Commission - "Commission" shall mean the Public Utilities Commission of the State of Colorado.

Company - "Company" shall mean Public Service Company of Colorado.

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

Contract Year - "Contract Year" shall mean a twelve (12) month period ending April 30 of each year except as otherwise stated in the Service Agreement or contract between Customer and Company.

ADVICE LETTER ISSUE 962 NUMBER

DECISION REGIONAL VICE PRESIDENT R20-0046

February 21, 2020 DATE

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**EFFECTIVE** March 1, 2020 Rates & Regulatory Affairs DATE

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RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### **GENERAL**

### DEFINITION OF TERMS - Cont'd

### Cubic Foot of Gas (cf) -

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- a) For the purpose of gas property determination, one cubic foot of gas shall mean one "standard cubic foot" (scf) of gas, which is the volume of water-free gas occupying a space of one (1) cubic foot at standard conditions.
- b) For the purpose of gas volume determination, one "cubic foot" of gas shall mean the amount of gas which occupies a volume of one (1) cubic foot at reference conditions of either:
  - i) the actual metering pressure and temperature; or,
  - ii) standard conditions (14.73 psia, 60° F).
- c) For the purpose of gas administration (balancing, billing, reporting), suitable correction factors for each rate class shall be applied to the determined volumes.
- d) Ccf means one hundred (100) cubic feet. Mcf means one thousand (1,000) cubic feet. MMcf means one million (1,000,000) cubic feet.

<u>Curtailable Obligation</u> - "Curtailable Obligation" shall mean those interruptible gas quantities which Company has agreed to deliver to any Resale or Interruptible Customer in any Contract Year.

<u>Curtailable Requirement</u> - "Curtailable Requirement" shall mean those estimated gas quantities for interruptible use.

- (a) Resale "Resale Curtailable Requirement" shall mean those estimated gas quantity requirements of a Resale Customer for a Contract Year which are to be resold by Customer to its interruptible customers as classified in Customer's approved tariff.
- (b) Direct "Direct Curtailable Requirement" shall mean those estimated interruptible gas quantity requirements of an Interruptible Customer.

ADVICE LETTER NUMBER 962 ISSUE DATE February 21, 2020

DECISION NUMBER R20-0049 REGIONAL VICE PRESIDENT Rates & Regulatory Affairs DATE March 1, 2020

	<u>Second Revised</u>	Sheet No	R4
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#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### GENERAL

### DEFINITION OF TERMS - Cont'd

Customer - "Customer" shall mean any person or entity that uses sales or transportation services provided by Company for direct use or for N resale to others.

- (a) Resale - A "Resale Customer" (a distribution company) purchases gas for resale to its customers.
- (b) Direct - A "Direct Customer" purchases gas for its own use.
- (c) Transportation A "Transportation Customer" purchases capacity on Company's system and is responsible for procuring its own natural gas supplies.
- Day A period of 24 consecutive hours, beginning at 8:00 a.m. Mountain Standard Time, or such other consecutive 24-hour period designated by Company

Dekatherm - One "Dekatherm" (Dth) is the energy equivalent to 10 therms or 1,000,000 Btu (1 MMBtu). One "Therm" is the energy equivalent to 100,000 Btu.

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

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

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

ADVICE LETTER NUMBER	962		ISSUE DATE	February 21, 2020
DECISION NUMBER	R20-0046	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	March 1, 2020

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RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### GENERAL

### DEFINITION OF TERMS - Cont'd

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

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

<u>Firm Requirement</u> - "Firm Requirement" shall mean those estimated gas quantity requirements for firm use.

- (a) Resale "Resale Firm Requirement" shall mean those estimated gas quantity requirements of a Resale Customer for a Contract Year which are to be resold by Customer to its firm customers as classified in Customer's approved tariff and shall also include quantities which constitute Customer's lost and unaccounted for gas and gas which Customer consumes in rendering service.
- (b) Direct "Direct Firm Requirement" shall mean those estimated firm gas quantity requirements of a Direct Customer for a Contract Year.

Gas or Natural Gas - Any mixture of hydrocarbons consisting essentially of methane. These terms need not be capitalized to have this meaning.

<u>Hazardous Substance</u> - A form or component of natural gas that is hazardous to people, property, or the environment, may cause damage to pipeline facilities, or may be a limit to marketability. Hazardous substances include toxic substances, carcinogenic substances, reproductive toxins or other compounds and materials identified under hazardous materials laws and regulations.

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

Holiday - New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Frances Xavier Cabrini Day, Veterans Day, Thanksgiving Day, and Christmas Day.

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ADVICE LETTER NUMBER	1004		ISSUE DATE _	October 27, 2022
DECISION NUMBER	C22-0642	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	November 1, 2022

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RULES AND REGULATIONS

# NATURAL GAS SERVICE

#### GENERAL

### DEFINITION OF TERMS - Cont'd

Interruptible Sales Curtailment - The discontinuance of sales service M as a result of the inability of Company to provide such service due to the lack of availability of Company's interruptible gas supply.

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

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

Point of Delivery - Point where the Company's gas facilities are first connected to the gas facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice.

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

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

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

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

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

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

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DECISION NUMBER	R20-0046	REGIONAL VICE PRESIDENT	EFFECTIVE DATE	March 1. 2020

### COLO. PUC No. 6 Gas

### PUBLIC SERVICE COMPANY OF COLORADO

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

#### BENEFIT OF SERVICE

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

Where rental properties are concerned, the Company will not charge landlords or property owners for natural gas service during a period of vacancy, unless the landlord or property owner has become the Company's customer of record as described immediately below. During a period of vacancy in rental properties, the landlord or property owner may contact the Company verbally or in writing to have natural gas service transferred to his/her name. Upon application by the landlord or property owner to transfer service into his/her name, the landlord or property owner becomes the customer of record and service will be provided in the name of the landlord or property owner. The Company reserves the option to discontinue service in accordance with the Discontinuance of Service By Company section of these Rules and Regulations in the event the landlord or property owner does not elect to transfer service during a period of vacancy. event that the Company has on file a signed Billing of Vacant Rental Property Agreement for the landlord or property owner at the time of the

landlord's or property owner's request to transfer service from the prior customer of record to the landlord or property owner, the Company will not charge for the transfer of service fee as shown on the Schedule of Charges for Rendering Service.

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R20-0046

ISSUE DATE

February 21, 2020

REGIONAL VICE PRESIDENT Rates & Regulatory Affairs EFFECTIVE DATE

March 1, 2020

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 R7A

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

### CHOICE OF RATES

The Schedule of Rates is on file at the offices of the Company and available to applicant for service. Applicant shall elect under which rate schedule service shall be supplied subject to the terms and conditions of the individual rate schedule. When there are two or more rate schedules applicable to any class of service Company will, upon request of applicant, explain the conditions, character of installation or use of service governing the several rate schedules and assist in the selection of the rate schedule most suitable for applicant's requirements. Applicant, however, shall be responsible for the final selection of said rate schedule and Company assumes no liability therefore.

ADVICE LETTER NUMBER 962 ISSUE DATE February 21, 2020

DECISION NUMBER R20-0046 REGIONAL VICE PRESIDENT Rates & Regulatory Affairs DATE March 1, 2020

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#### RULES AND REGULATIONS

### NATURAL GAS 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. Changing customer's equipment due to changes in service characteristics.
- 5. Routine maintenance of Company facilities.
- 6. Relight pilots and perform other services resulting from outages on Company's system.
- 7. Provide to the Customer or a Third Party Standard Customer Data N Reports and Standard Aggregated Data Reports, as set forth in the Requests for Customer Data section of these Rules and N Regulations.

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.

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DATE March 1, 2020

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

### 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 (30) 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.

For residential, small commercial, and agricultural customers receiving T service under Schedules RG or CSG, the Company will prorate an initial or a T final bill for a period less than the scheduled monthly billing period based on therm usage and adjust for heating degree days from either an actual or estimated meter read. Regardless of the length of the shortened monthly billing period for the initial or final bill, the Company will prorate the monthly minimum charges under the applicable rate schedule for initial and final bills based on the number of days in the shortened billing period divided by thirty (30) days. Prorating will not be applicable to the monthly minimum charges for the final bill if notice to discontinue service is received by the Company within four (4) days of the end of the customer's monthly billing period. For final bills, upon notification by customer to Company of customer's desire to terminate service as set forth in Discontinuance of Service By Customer sections of the Rules and Regulations, if the Company has not read the meter for a regular meter reading within the previous thirty (30) days, the Company shall read the meter to determine the therm usage and adjust for heating degree days, for billing the final bill to a customer. If the Company has read the meter within the past thirty days, the Company will advise the customer to select one of three options to determine the final bill therm usage. The first option is to allow the Company to estimate the customers therm usage based upon the customers historic billing data. option is for the customer to read their meter on the day of termination and send or call in that information to the Company. Third option is the customer can request to have the Company read the meter and pay a nonregularly scheduled final meter read charge under the Company's Schedule of Charges for Rendering Service. The Company shall perform said meter reading within three days from the day to discontinue service. For the purpose of this special meter reading, such three calendar day shall not include Sundays or Holidays.

ADVICE LETTER NUMBER	743		ISSUE DATE _	December 23, 200
DECISION NUMBER	C08-1311	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	January 1, 2009

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RULES AND REGULATIONS

NATURAL GAS SERVICE

**GENERAL** 

MONTHLY BILLS - Cont'd

service under C commercial and industrial customers receiving Schedule CLG the Company shall prepare an initial or final bill using the metering data available. However, for an initial or a final bill for a period less than the scheduled monthly billing period the Company will prorate the applicable monthly minimum charges consistent with the prorate method described above.

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.

When Company for any reason submits a bill to a customer for utility service which contains an estimated reading or a no charge, Company will include on such bill a notice informing customer that the bill does contain an estimate or no charge. Also included on such bill will be a statement requesting customer to call Company so an accurate meter reading may be In all bills for additional charges resulting from a period of obtained. estimated or skipped billings, Company will include a written notice of customer's right to pay such additional charges in installments, where such charges were not the result of meter inaccessibility and customer's refusal to read his own meter.

If a customer gives notice at the Company's office prior to the time that payment is due that the correctness of the bill is disputed, stating reasons therefore, the Company will investigate the complaint. 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.

ADVICE LETTER ISSUE 743 December 23, 2008 NUMBER DATE DECISION REGIONAL VICE PRESIDENT **EFFECTIVE** C08-1311 January 1, 2009 NUMBER Rates & Regulatory Affairs DATE

Sixth Revised R10 Sheet No. \_ P O Box 840 Cancels Denver, CO 80201-0840 Sub. Fifth Revised R10 Sheet No. .

RULES AND REGULATIONS

NATURAL GAS SERVICE

**GENERAL** 

### CREDIT OR DEBIT CARD PAYMENT OPTION

Customers served under Residential Service, Schedule RG or, Small Commercial Service under Schedule CSG may elect, at their option, to pay their monthly utility bill with a credit or debit card. Customers electing to pay with a credit or debit card will be charged a per transaction convenience fee as set forth on the Company's Schedule of Charges for Rendering Service.

### TEMPORARY OR INTERMITTENT SERVICE

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

### POSSESSION OF GAS

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

### CUSTOMER'S INSTALLATION

Concurrently with or prior to requesting gas service the customer shall submit to Company on forms supplied by Company, written data detailing the service requested, to enable Company to determine if the type of service, quantity, capacity, and pressure desired by customer is available; to determine if extensions of, or additions to, Company's facilities will be required; and to secure definite location of the Point of Delivery, i.e., point where Company's natural gas facilities will connect to those of customer.

951 Amended NUMBER

REGIONAL VICE PRESIDENT

Rates & Regulatory Affairs

ISSUE DATE

September 27, 2019

**EFFECTIVE** October 1, 2019 DATE

ADVICE LETTER

DECISION

C19-0634

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

### CUSTOMER'S INSTALLATION - Cont'd

Before any additions to or alterations of existing installations are made S by customer which will materially affect the amount of service required, or which may require a change in the type of service or the Point of Delivery, S the Company must be notified reasonably in advance thereof as to the proposed additions or alterations in order that the Company may first S determine if the service desired is available and, if so, that the necessary changes in the Company's facilities may be arranged for and S completed.

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

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

When the Company is required by order of properly constituted authorities to move or alter its existing distribution system, thereby necessitating a change in the location of the service lead and the Point of Delivery, the Company will designate a new Point of Delivery to which the customer, at his expense, will bring the service lead.

Service will be delivered to the customer for each premises at one Point of Delivery designated by the Company.

The Company reserves the right to require the customer to reimburse the Company for any cost due to a change in meters or other apparatus or in their location made at the request of the customer.

Meters and other equipment of the Company will be removed or relocated only by employees or agents of the Company.

ADVICE LETTER NUMBER	615		ISSUE DATE	<u>September 24, 20</u> 03
DECISION NUMBER	R03-1027	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	October 1, 2003

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

### PROTECTION OF SUBSURFACE FACILITIES

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

### LIABILITY

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

The customer shall be responsible for any damage to or loss of Company's property located on customer's premises, caused by or arising out of the acts, omissions or negligence of customer or others, or the misuse or 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, breakdown of equipment, authority or orders of government, or any other causes and contingencies beyond its control.

DVICE LETTER UMBER962	 	ISSUE DATE	February 21, 2	020

DECISION REGIONAL VICE PRESIDENT NUMBER R20-0046 Regulatory Affairs

EFFECTIVE DATE

March 1, 2020

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### RULES AND REGULATIONS

### NATURAL GAS SERVICE

GENERAL

### INDEMNITY TO COMPANY

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

### PRIORITY OF SERVICE

In case of 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 under any rate schedule. Specific rules and regulations setting forth limitations on existing and new customers in the event of natural gas supply shortages are set forth elsewhere in the tariff. In general, it shall be the policy of the Company to allocate its natural gas supplies in a manner consistent with a priority system granting preference to residential use.

### DIVERSION OF NATURAL GAS

The existence of natural gas consuming devices installed ahead of the meter or any tampering or interfering with pipes, devices, or equipment connected to Company's distribution system or the damage to, alteration, or obstruction of any meter (including the breaking of meter seals) which will permit or make possible the use of natural gas without its proper registration on Company's meter shall constitute prima facie evidence of diversion of natural gas by the customer in whose name service is being rendered, or by the person benefiting from the use of such diverted natural gas. In the event that a Company check meter registers more natural gas in the same interval of time than does the meter installed at customer's premises after such meters shall have been tested and found to be registering within the limits of accuracy prescribed by the Commission, T such fact shall also constitute prima facie evidence of diversion of T natural gas.

ADVICE LETTER NUMBER	537		ISSUE DATE	June 26, 1998
DECISION NUMBER	R98-529	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 1998

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### RULES AND REGULATIONS

### NATURAL GAS SERVICE

GENERAL

### DIVERSION OF NATURAL GAS - Cont'd

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

If service has been discontinued for failure to comply with any of the Company's Rules and Regulations and a diversion of natural gas has been confirmed subsequent to discontinuance, the Company will not render service to customer, or to any other person for customer's use, until: (1) the Customer has paid or made appropriate arrangements (when applicable) with the Company for the payment of all charges relating to the diversion of natural gas and for all past due bills for service rendered at the same location; and (2) the Company confirms that the cause for the discontinuance of natural gas, if other than for non-payment, has been cured. Payment arrangements shall not be available in any case where the customer has defaulted on an installment payment arrangement.

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

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

ADVICE LETTER NUMBER	537		ISSUE DATE _	June 26, 1998
DECISION NUMBER	R98-529	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 1998

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

### GAS LIGHTS AND ATMOSPHERIC FLARES

By order of The Public Utilities Commission of the State of Colorado in Decision No. 88165, natural gas service to advertising-flares-to-atmosphere is not allowed and no new or additional service to any gas light has been allowed since April 1, 1976.

In accordance with the terms of Section 402(B) of the Powerplant and Industrial Fuel Use Act of 1978 (the Act), no natural gas will be supplied by Company under any rate schedule for use in outdoor lighting fixtures effective November 5, 1979 for Commercial and Industrial customers, and effective January 1, 1982 for Municipal customers unless continued use at each location is allowed by specific order of The Public Utilities Commission of the State of Colorado granting such continued use.

#### EASEMENTS

A contract for natural gas service, or receipt of service by customer, will be construed as an agreement granting to Company an easement for gas mains, services, meters and other equipment of Company necessary to render service to customer. If requested by Company, customer, before service is connected, will execute Company's standard form of right-of-way agreement, granting to Company, at no expense therefore, satisfactory easements for suitable location of Company's mains, services, meters and metering equipment, and other appurtenances on or across lands owned or controlled by customer, and will furnish space and shelter satisfactory to Company for all apparatus of Company located on customer's premises. In the event that customer shall divide premises by sale in such manner that one part shall be isolated from streets where Company's gas mains are accessible, customer shall grant or reserve an easement for natural gas service over part having access to gas mains for the benefit of the isolated part.

ADVICE LETTER NUMBER 537 ISSUE DATE June 26, 1998

DECISION NUMBER R98-529 Regional VICE PRESIDENT Rates & Regulatory Affairs DATE July 1, 1998

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

### ACCESS FOR COMPANY'S EMPLOYEES

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

### RESALE OF NATURAL GAS

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

#### COMPLAINTS

The Company will investigate promptly all complaints made by its customers and will keep a record of all written complaints which record will include: the name and address of the complainant, the date, the nature of the complaint, and the adjustment or disposition made thereof. This record will be kept at least three years after the date of the complaint.

ADVICE LETTER NUMBER 743 ISSUE DATE December 23, 2008

DECISION NUMBER C08-1311 Regional VICE PRESIDENT Rates & Regulatory Affairs DATE January 1, 2009

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RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### STANDARDS

### SYSTEM OPERATION AND MAINTENANCE

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

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

### PRESSURE

For service at normal delivery pressure the gas will be delivered at a pressure of six inches water column, plus or minus two inches water column. Gas may be delivered at higher pressure where operating conditions are such that the Company deems a higher pressure necessary, or where requested by customer subject to Company approval. However, Company shall not be C responsible for the selection, installation, operation or maintenance of C any and all natural gas piping and equipment on the customer's side of the C Point of Delivery utilized to take and use gas service at such higher C pressure, nor for Customer's use of gas received at pressures higher than C normal delivery pressure. Notwithstanding any other provisions in these C Rules and Regulations, the Company shall have no liability for injury or C damage to persons or property resulting from the foregoing. reserves the right to specify the pressure to be carried at the Point of The Company will maintain the gas pressure at the outlet of the meter with as little variation as practicable.

ADVICE LETTER NUMBER	962		ISSUE DATE	February 21, 2020
DECISION NUMBER	R20-0046	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVI DATE	March 1, 2020

2<sup>nd</sup> Sub. Fourth Revised Sheet No. \_ R18 Cancels

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Sub. Third Revised R18 Sheet No.

#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### STANDARDS

### MEASUREMENT OF SERVICE

### Volume Determination

Gas volume determination shall be done by metering which conforms to appropriate industry standards or practices, or for gas received, Appropriate industry standards shall include but methods as agreed upon. not be limited to the 1981 edition of AGA Report No. 7, Measurement of Fuel Gas by Turbine Meters, and the Third Edition of AGA Report No. 3 (ANSI/API 2530), Orifice Metering of Natural Gas. The Company may subsequent amendments in the exercise of its reasonable judgment.

The Company intends to adopt the Third Edition of AGA Report No. 3 for quantity determination by orifice measurement. Orifice metering equipment (to include the meter tube, orifice fitting and orifice plate) installed C prior to the date when Company has adopted the Third Edition need not C conform to the Third Edition of AGA Report No. 3, but shall comply with the C appropriate standard in effect at the time of installation.

Gas volume shall be corrected for deviation from the ideal gas law by application of appropriate compressibility factors. Company may assume compressibility factors equal to 1.0 for residential and commercial deliveries. The Company shall, determine the location for, install, own, and maintain suitable metering and other equipment necessary for measuring the natural gas supplied in accordance with Company's Gas Standards Manual. Each class of natural gas service supplied will be metered and billed C separately. All service to a customer under one applicable rate schedule shall be at a single point of delivery provide by Company and will be measured by a single meter and meter readings will not be combined for billing purposes. Adjoining properties may be combined on a single meter at the customer's expense, and served as a single customer where such properties are controlled, occupied, and used for commercial purposes by a single enterprise engaged in the pursuit of a single business. Service to the same person at different premises will be considered as service to separate customers.

### New Measurement Techniques

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

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### MEASUREMENT EQUIPMENT AND TESTING

Testing Equipment

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

Measurement Equipment

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

Accuracy and Routine Testing

Before being installed for use by a customer, every gas service meter, whether new, repaired, or removed from service for any cause shall be in  $^{
m N}$ good order and shall be adjusted to register within the limits prescribed Nin Commission Rule 4302. The Company will exercise reasonable means to Ndetermine and maintain the general accuracy of all natural gas meters in use. After installation, natural gas meters will be subject to scheduled D testing, as set forth below.

Diaphragm Type Meters a:

> All diaphragm meters shall be tested in accordance with the Gas C Meter Test Program on file or as amended and filed with The Public Utilities Commission of the State of Colorado.

ADVICE LETTER ISSUE 1025 NUMBER

DECISION R23-0610

REGIONAL VICE PRESIDENT Rates & Regulatory Affairs

December 22, 2023 DATE

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**EFFECTIVE** January 1, 2024 DATE

R20 Fifth Revised Sheet No. Cancels R20 2<sup>nd</sup> Sub. Fourth Revised Sheet No

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#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

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### MEASUREMENT EQUIPMENT AND TESTING - Cont'd Accuracy and Routine Testing - Cont'd

- Rotary Displacement Type Meters
  - (1)Meters having a rated capacity of 5,000 cubic feet or less per hour at one-half inch water column differential shall be tested at least once every five years.
  - Meters having a rated capacity of more than 5,000 cubic feet per hour at a differential pressure not to exceed two inches water column shall be tested at least once every five years.
- Orifice metering equipment shall be tested at least once each c: vear.
- All other meter types not listed shall be tested at least once C each year.

### Testing upon Customer Request

The Company, at any time, may test any of its meters. Upon written request of a customer, the Company will test the accuracy of the delivery meter installed at customer's premises free of charge if said meter has not been tested within the 12-month period just prior to such request. upon completion of the test, the disputed meter is found to be inaccurate N beyond the limits prescribed in rule 4302, it shall be deemed out of ND compliance. D

## Inaccuracy of Registration, Meter Failure and Estimation

### Measurement Errors

If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted to measure accurately. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test, or by previous recording, receipts or deliveries through such equipment shall be estimated based upon the first of the following methods which is feasible:

By using the registration of any check meter or meters, if installed and accurately registering, or, in the absence of (a);

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RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### STANDARDS

### MEASUREMENT EQUIPMENT AND TESTING - Cont'd Measurement Errors - Cont'd

correcting the error if the percentage of ascertainable by calibration, special test, or mathematical calculation, or, in the absence of (a) and (b);

By estimating the quantity of gas received or delivered based on deliveries during preceding periods under receipts or conditions when the measuring equipment was registering accurately.

### GAS BILLING

For the purpose of billing gas, the following billing units shall be used:

- Rate Classes RG, RGL, CSG, CLG and CGL. For the purpose of determining Therms for these rate classes, the metered volumes will be converted utilizing the Therm Conversion procedure set forth herein.
- Rate Classes IG, TFS, TFL and TI. For the purpose of determining Dekatherms for these rate classes, the metered volumes, adjusted for and correction factors, temperature, other shall pressure, Standard converted to Conditions and then multiplied appropriate Energy Factors as set forth herein.

### Volume Adjustments

If, upon any test, the meter is found to be in excess of the error tolerance levels allowed under Commission Rule 4302, correction of the amount inaccurately determined shall be made pursuant to the provisions Volume adjustments for transportation customers are addressed in the Transportation Terms and Conditions.

- For Schedules RG and CSG, if any meter so tested is found to be running fast, the Company shall refund to the Customer one-half of the excess charge for the period dating from the discovery of the meter error back to the the previous meter test, with such period not to exceed twenty-four (24) Months.
- b. For Schedules CLG and IG, if any meter so tested is found to be running fast, the Company shall refund to the Customer the excess charge for the period dating from the discovery of the meter error back to the the previous meter test, with such period not to exceed twenty-four (24) Months.

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**EFFECTIVE** DATE

March 1, 2020

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2<sup>nd</sup> Sub. Fifth Revised Sheet No. R22

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### NATURAL GAS SERVICE

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GAS BILLING - Cont'd

Volume Adjustments - Cont'd

- d. For Schedules CLG and IG, if any meter so tested is found to be running slow, the Company may charge for the under-billed amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed twenty-four (24) Months.
- e. If any meter is found not to register, to register intermittently, or to partially register for any period, the Company may collect for the gas service used but not registered on the meter, with such amounts estimated as provided in the Inaccuracy of Registration, Meter Failure and Estimation section above. The period for which the Company charges the estimated amount shall not exceed six (6) Months for Schedules RG and CSG, or twenty-four (24) Months for Schedules CLG and IG.
- a. Under this Volume Adjustments section:
  - i. In the event of an over-billing, the Customer may elect to receive the refund as a credit to future billings or as a one-time payment. If the Customer elects a one-time payment, the Company shall make the refund within thirty (30) days. Such over-billings shall not be subject to interest.
  - ii. In the event of under-billing, the Customer may elect to enter into a payment arrangement on the under-billed amount. The payment arrangement shall be equal in length to the time comperiod covered by the under-billed amount. Such under-billings shall not be subject to interest.
  - iii. The time period limitations for collection of under-billed amounts shall not apply in the event of energy diversion or subterfuge.

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### NATURAL GAS SERVICE

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### BILLING ERRORS

As set forth hereunder, in the event errors in billing occur, Company shall refund to Customer the amount of any overcharge having resulted therefrom and, likewise, shall have the right to collect from Customer the amount of any resulting undercharge. A Billing Error excludes meter errors resulting in Volume Adjustments as set forth in the Volume Adjustments section above, but includes other errors in billing, such as, but not limited to, an incorrect multiplier and/or an incorrect billing calculation. Billing Errors for transportation customers are addressed Transportation Terms and Conditions.

- For Billing Errors resulting in under-billings, the Company may bill and collect for the period during which the Billing Error occurred, determined from the date the Billing Error was discovered, with such period limited to (i) six (6) Months for Schedules RG, RGL, CGL, and CSG, and (ii) twenty-four (24) Months for Schedules CLG and IG.
- For Billing Errors resulting in over-billings under Schedules RG, CSG, CLG, IG, RGL, and CGL, the Company will refund for the time period during which the over-billing occurred, determined from the date the Billing Error was discovered, with such period limited to twenty-four (24) Months.
- Under this Billing Errors section: C.
  - In the event of an over-billing, the Customer may elect to receive the refund as a credit to future billings or as a onetime payment. If the Customer elects a one-time payment, the Company shall make the refund within thirty (30) days. Such over-billings shall not be subject to interest.
  - In the event of under-billing, the Customer may elect to enter ii. into a payment arrangement on the under-billed amount. The payment arrangement shall be equal in length to the time period covered by the under-billed amount. Such under-billings shall not be subject to interest.
  - The time period limitations for collection of under-billed iii. amounts shall not apply in the event of energy diversion or subterfuge.

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NATURAL GAS SERVICE

STANDARDS

### GAS PROPERTY DETERMINATION

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

### Heating Value (HV) and Specific Gravity

The HV and specific gravity may be determined by the use of an on-line T instrument, a continuous gas sampling device, a spot sample device, or for gas received onto the Company's system by any other method as agreed upon. On-line instruments include a calorimeter, gravitometer, chromatograph, and any similar device. HV and specific gravity determination by calculation T from gas composition will comply with GPA Standard 2172-2014, with physical constants per GPA Standard 2145-93.

Determination of compressibility factors for use in HV and specific T gravity calculations may be done in accordance with GPA Standard 2172-2014, T or by any other means consistent with appropriate industry standards or practices.

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

HV and specific gravity determination will be done at intervals as T found necessary in the exercise of the Company's reasonable judgment. For gas delivered, intervals shall not exceed 12 months. For gas received onto the Company's system, intervals shall not exceed 12 months and may be as otherwise agreed upon or required. The Company may apply a known HV and specific gravity as determined at some upstream or representative location in the Company's system.

For HV and specific gravity determination by on-line instrumentation T applied in conjunction with electronic volume measurement, the HV signal and specific gravity signal shall be processed by the computer.

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GAS PROPERTY DETERMINATION - cont'd Heating Value (HV) and Specific Gravity - cont'd	
For HV and specific gravity determination by continuous sample, and recording chart, the properties applied to voldetermination may be based on historical data. This pract otherwise agreed upon for gas received.  For HV and specific gravity determination by chart recin conjunction with conventional chart measurement for gas arithmetic average of HV and specific gravity recorded shall be a specific gravity recorded shall be a specific gravity recorded.	lume or energy tice may be as cording applied s volumes, the
Determination of Compressibility Factors  Compressibility factors for volume calculation shall be accordance with an industry standard or practice as consider in the Company's exercise of its reasonable judgment, or for by methods as agreed upon. Appropriate methods include AGA 1992 Edition of the AGA Transmission Measurement Committee Report The required gas composition values will be determined a found necessary in the exercise of the Company's reasonable gas delivered, intervals shall not exceed 12 months. For intervals shall not exceed 12 months and may be as otherwise required. The Company may apply known properties as determined. The Company may apply known properties as determined or representative location in the Company's system.  For compressibility factor determination by continuous sample, and recording chart, applied properties may be based data. Practice may be as otherwise agreed upon for gas received.	red appropriate gas received, NX-19 and the port No. 8. at intervals as judgment. For gas received, agreed upon or rmined at some s sample, spot on historical
Determination of Temperature  If temperature compensation is applied in conconventional chart measurement for gas volumes, the temperat shall be determined by means of a recording thermometer. average of temperatures for each day shall be used in temperature of the gas during such day.	ure of the gas The arithmetic
Determination of Atmospheric Pressure When the atmospheric pressure is required for voludetermination, it shall be determined by appropriate industry practices, or for gas received, by methods as agreed upon.	
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#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### STANDARDS

### GAS QUALITY SPECIFICATIONS

### Minimum Heating Value

The minimum monthly average heating value of natural gas delivered by the Company at standard conditions 14.73 psia and 60° Fahrenheit shall be:

- a. 950 Btu/scf in the Denver, North Metro, Boulder, Pueblo, San Luis Valley, Mountain and Sterling areas.
- b. 950 Btu/scf in the Northern (including the Northern Portion of Boulder), High Plains (except Sterling) and Rifle areas.
- c. 850 Btu/scf in the Grand Junction, Meeker, Craig, Hayden, and Steamboat areas.

### Standards for Gas Tendered to Company

The provisions set forth below shall apply to all Gas tendered to the Company's System, unless otherwise agreed in writing. The provisions below have been determined at a pressure of 14.73 psia and a temperature of 60° Fahrenheit. The Company has no obligation to accept tendered Gas of a lesser quality than that set forth below, but the Company may, in its sole judgement, agree to accept lesser quality Gas when its operations so allow.

- a. <u>Minimum Heating Value for Gas Deliveries</u> The minimum heating value of Natural Gas delivered from the Company to the Receiving Party at the Delivery Point shall be 950 BTU/scf.
- b. Maximum Heating Value for Gas Deliveries All Gas shall have a total heating value of not more than 1100 Btu/scf in the BTU Adjusted Area and 1131 Btu/scf in the BTU Non-Adjusted Area
- c. Free from Objectionable Gas Content All Gas shall be commercially free (at prevailing pressure and temperature in the Company's System) from objectionable odors, dust, hydrocarbon, liquids, water and any other substance that might become separated from the Gas in Company's facilities.
- d.  $\underline{Sulfur}$  All Gas shall not contain more than five (5) grains of total sulfur, nor more than one-fourth (1/4) of one grain of hydrogen sulfide per one-hundred (100) cubic feet.

ADVICE LETTER NUMBER	1004		ISSUE DATE _	October 27,	2022
DECISION NUMBER	C22-0642	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	November 1,	2022

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#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### STANDARDS

# GAS QUALITY SPECIFICATIONS - Cont'd Standards for Gas Tendered to Company- Cont'd

e. Oxygen - All Gas in the BTU Non-Adjusted Area shall not contain more than two-tenths of one percent (0.2%) by quantity of oxygen by volume and Customer shall make every reasonable effort to keep the Gas free of oxygen. All Gas in the BTU Adjusted Area shall not contain more than two percent (2%) by quantity of oxygen by volume.

- f.  $\underline{\text{Temperature}}$  The flowing Gas temperature of all Gas shall not exceed one hundred ten degrees Fahrenheit (110° F).
- g. Hydrocarbon Dew Point The hydrocarbon dew point shall not exceed fifteen degrees Fahrenheit ( $15^{\circ}F$ ) at any pressure between one hundred (100) psia and one thousand (1000) psia as calculated from Gas composition or as otherwise determined by dew-point apparatus in accordance with procedures and equipment selected by the Company on a reasonable basis.
- h. <u>Water Content</u> All Gas shall have been dehydrated and the Gas shall not contain more than five (5) pounds of entrained water per million cubic feet at the Standard Conditions.
- i. Total Carbon Dioxide All Gas shall not contain more than three percent (3%) by volume of carbon dioxide.
- j. Total Non-Combustible Gas Total non-combustible gases shall not exceed fourteen and three tenths percent (14.3%) by volume in BTU Adjusted Areas and five percent (5%) by volume in BTU Non- Adjusted Areas.
- k. Deleterious Substances and Objectionable Matter The Gas received by the Company at Receipt Point(s) shall be commercial and merchantable in quality and free from substances harmful to the Company's System or to the merchantability of Gas or Gas service, including but not limited to polychlorinated biphenyls, bacteria, pathogens, dust, dirt, gum-forming constituents, water and other liquid or solid matter or water and hydrocarbons in

liquid or gas form at the temperature and pressure at which the Gas is received by the Company, which might interfere with its marketability or cause harm or injury to interference with the operation of Company's System.

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#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### STANDARDS

### GAS QUALITY SPECIFICATIONS - Cont'd Standards for Gas Tendered to Company- Cont'd

- Hazardous Substances All Natural Gas tendered to Company at the Receipt Point(s) and the component parts thereof shall not contain Hazardous Substances at concentration levels, which in the normal use of the Gas, would prevent or unduly impact the merchantability of the Natural Gas, be injurious to Company's System, would present a health and/or safety hazard to employees, customers, and/or the public, or is contrary to applicable government standards.
- Hazardous Waste Landfills Gas from hazardous waste landfills m. will not be purchased, accepted or transported. For purposes of this subpart, "hazardous waste" is as defined by 40 C.F.R.  $\S$  261.3 (6 CCR  $^{
  m N}$ 1007-3  $\S$  261.3) and "landfill" is as defined by 40 C.F.R.  $\S$  260.10 (6  $^{
  m N}$ Before a biomethane gas supplier can NCCR 1007-3 § 260.10). interconnect with the Company's System, the biomethane gas supplier must demonstrate that the biomethane gas was not collected from a landfill that is or was designated a hazardous waste landfill. Biomethane gas will be accepted from all other landfills as long as it |  $^{
  m N}$ meets the Gas Quality Specifications in these Rules and Regulations  $\mid$  N and the Gas Quality for Gas Transportation Requirements in the Gas  $^{
  m N}$ Transportation Terms and Conditions.

### Gas Quality Liability

C22-0804

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Notwithstanding any other liability provisions of the Gas tariff, Company shall not be liable for any damages incurred as a result of Company's refusal to receive Gas that does not meet quality specifications. The party tendering Gas to Company's System shall indemnify, save and hold harmless Company for any injury, damage, loss or liability arising from or out of the tender to Company of nonconforming Gas.

ADVICE LETTER NUMBER	1007		ISSUE DATE	December 20,	2022
DECISION		REGIONAL VICE PRESIDENT	EFFECTIVE		

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DATE

January 1, 2023

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

### THERM CONVERSION

The following is a description of the methodology utilized by the Company for the purpose of converting metered volumes to Therm equivalents. The actual calculations used to convert metered volumes to Therms or Dekatherms will be accomplished in the Company's Customer Information System and will be based on the product of metered volumes times the Therm Multiplier as follows:

Therms (Th) Metered Volumes (Ccf) x Therm Multiplier Dekatherms (Dth) = Metered Volumes (Mcf) x Therm Multiplier

Fractional Therms will not be used. Standard rounding criteria will be applied. The Therm Multiplier is the product of three factors as follows:

Therm Multiplier =  $F_P$  x  $F_T$  x  $F_E$ 

> Where F<sub>P</sub> Altitude Factor  $F_{T}$ Temperature Factor Energy Factor

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ISSUE DATE

February 21, 2020

**EFFECTIVE** DATE

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#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### STANDARDS

### THERM CONVERSION - Cont'd

The following is a description of each factor comprising the Therm S Multiplier:

1. Altitude Factor  $(F_P)$  The Altitude Factor adjusts metered volumes to standard pressure conditions (14.73 pounds per square inch absolute (psia)), based upon the atmospheric and meter pressure at the gas delivery point. Atmospheric pressure at the gas delivery point is based on altitude, and is determined as follows: First, the altitude of each gas delivery point will be determined by the Company based upon Company records or actual measurement of the altitude by means of an altimeter or other measuring device, and second, the altitude so determined will be used to develop atmospheric pressure at the gas delivery point. While an actual altitude will be calculated and assigned to each gas delivery point, the delivery point will be placed in one of thirteen 600 foot Altitude Ranges encompassing the Company's service territory. Following is a list of the Company's Altitude Ranges and the mean altitude of each range.

### Altitude Ranges

Range	From	То	Mean Altitude(H)
1	3,301	3,900	3,600
2	3,901	4,500	4,200
3	4,501	5,100	4,800
4	5,101	5 <b>,</b> 700	5,400
5	5,701	6,300	6,000
6	6,301	6,900	6,600
7	6,901	7,500	7,200
8	7,501	8,100	7,800
9	8,101	8,700	8,400
10	8,701	9,300	9,000
11	9,301	9,900	9,600
12	9,901	10,500	10,200
13	10,501	11,100	10,800

ADVICE LETTER NUMBER	537		ISSUE DATE _	June 26, 1998
DECISION	D08-520	REGIONAL VICE PRESIDENT	EFFECTIVE	T11 1

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#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### STANDARDS

#### THERM CONVERSION - Cont'd

Second, the mean altitudes listed above will be utilized to designate the Altitude Range within which the delivery point falls in order to calculate the atmospheric pressure. Laplace's Formula Determination of Heights by the Barometer is used as the basis for the calculation of atmospheric pressure at the delivery point.

The formula is as follows:

 $P_{\text{atm}}$ 14.696 x 10 -0.0000157H

atmospheric pressure where P<sub>atm</sub>

elevation above sea level (ft)

There are 13 values of H corresponding to the above-listed mean After the atmospheric pressure at the delivery point is determined, the Altitude Factor is calculated based on the atmospheric and meter pressure using the following equation:

$$F_{P} = \frac{P_{atm} + P_{meter}}{14.73}$$

where  $P_{meter} =$ meter pressure (psig) and unless otherwise dictated by customer's metering requirements, the meter pressure will be 0.22 psig, which equates to 6 inches Water Column.

Altitude Factors corresponding to each Altitude Range and based on meter pressure of 0.22 psig are as set forth on the Schedule of Therm Conversion Factors.

Energy Factor (F<sub>E</sub>) The Energy Factor adjusts standard metered volumes to Therms based on the Heating Value of the gas in British Thermal Units (Btu) per standard cubic foot (scf) at the gas delivery point. natural gas distributed within the Company's service territory is separated into eleven Btu Zones based on the Heating Value of the natural gas T supplied. Each of these zones receives natural gas of relatively uniform composition. The Company's eleven currently effective Btu Zones are:

ADVICE LETTER ISSUE 587 December 28, 2001 NUMBER DATE DECISION **EFFECTIVE** 

C01-1328 NUMBER

Third Revised R28 Sheet No. Cancels R28 Second Revised Sheet No.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

THERM CONVERSION - Cont'd

### Btu Zones

Brush	Northern
Denver	Pueblo
Grand Junction	Rifle-Vail
Greasewood	Southern
Merino	Sterling
Mountain	

Each delivery point of the Company will be assigned to one of the above-listed Btu Zones. The Energy Factor is calculated based on the following equation:

> $F_{\rm E}$ Heating Value 1,000

The Energy Factors corresponding to each Btu Zone are as set forth on the Schedule of Therm Conversion Factors. Heating values are calculated based on an analysis of the gas composition. The Company will determine the composition of major gas supplies with on-line gas chromatographs, and monthly composite samples will be analyzed in the laboratory for the remaining supplies. Gas composition analysis is based on American Society of Testing Methods (ASTM) Standard Method D1945, Method for Analysis of Natural Gas by Gas Chromatography. The heating value is calculated from the gas composition using Gas Processors Association (GPA) 2172, Method of Calculation of Gross Heating Value, Specific Gravity and Compressibility of Natural Gas Mixtures from Composition Analysis and GPA 2145, Physical Constants for the Paraffin Hydrocarbons and Other Components of Natural Gas.

ADVICE LETTER NUMBER	587
DECISION NUMBER	C01-1328

ISSUE DATE

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**EFFECTIVE** January 1, 2002 DATE

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RULES AND REGULATIONS

NATURAL GAS SERVICE

#### STANDARDS

### THERM CONVERSION - Cont'd

 $\overline{\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ }$  The Temperature Factor adjusts metered volumes to standard temperature conditions (60° Fahrenheit) for the delivery point, based on the average daily temperature for the appropriate billing period and the Climate Zone. The Temperature Factor will be calculated utilizing the following equation:

$$F_T = \left(\frac{523.54}{adt + 460}\right)^{0.8878}$$

where  $F_T$  = Temperature Factor, and adt = the average daily temperature in the Climate Zone for the given billing period.

The value of adt for each delivery point will be determined by averaging the daily Climate Zone temperatures (in degrees Fahrenheit) over the meter reading period for that delivery point. For example, if the average daily temperature for a delivery point in a given billing period were 20°F, the factor would be 1.0801, and if the average temperature were 70°F, then the factor would be 0.9892.

For those residential and commercial customers whose meters are temperature-compensated or located indoors, the Temperature Factor will be set at 1.0000.  $^{\rm C}$ 

The Temperature Factor will be calculated to the nearest .0001.

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#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

These Rules and Regulations set forth the Service Lateral Extension and Distribution Main Extension Policy of the Company available in all territory served by the Company to Grandfathered Applicants, as defined in C the Company's Distribution Extension Policy, prior to October 1, 2019.

### GENERAL PROVISIONS

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

Where natural gas service is to be supplied by the Company from a transmission main that is not a Company-owned Transmission Main, all requests for such service are subject to the approval of the pipeline company owning the particular transmission main and to the rules of such pipeline company pertinent to the location of the transmission main, tap, etc. The Company also reserves the right to limit the location and number of or to reject applications for service requiring transmission main taps. The Company is not responsible for the continued delivery of gas to customers served therefrom should the pipeline company reroute, abandon, or otherwise discontinue use of the transmission main or should operating conditions be so changed as to make the supplying of service directly therefrom too hazardous, difficult or impractical, in opinion of the Company, to be continued.

When one or more Applicants request gas service at premises not connected to the Company's distribution system or request an increase in service to premises already connected where such increase necessitates additional investment, Company, after consideration of Applicant's gas requirements, will designate the service requested as Permanent, Indeterminate, or Temporary in accordance with the definitions hereinafter set forth under Distribution Extension Plans A, B, and C, respectively, and will construct the extension with reasonable promptness in accordance with the terms of the Distribution Extension Plan applicable.

The determination of facility type and routing will be made by Company to be consistent with the characteristics of the territory in which service is to be rendered and the nature of Company's existing facilities in the area.

ADVICE LETTER NUMBER	951		ISSUE DATE	August 26, 2019
DECISION NUMBER	C19-0634	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	October 1, 2019

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

GENERAL PROVISIONS - Cont'd

In all cases, the facilities provided will be constructed by the Company or its designated agent in accordance with the Company's construction specifications, standards and procedures, and shall be, at all times, the property of the Company to the Point of Delivery. Distribution Extension and Service Lateral Agreements will be based upon the Company's T estimate of the cost of constructing and installing the facilities necessary to adequately supply the service requested by Applicant. cost will include the cost of all materials, labor, rights-of-way, trench and backfill, environmental remediation, permitting, etc., together with C all incidental and overhead expenses connected therewith. Where special items, not incorporated in said specifications, are required to meet local construction conditions, including but not limited to frost conditions, rock conditions, etc., the cost thereof will also be included, either in C the initial estimate or at a time subsequent thereafter as conditions may C change as determined by Company.

In cases where another utility has a distribution line of adequate N capacity closer than existing Company facilities to Applicant's requested N point of service and the application of this Extension Policy including the N Uneconomic Extension section herein would result in unreasonable economic N hardship to Applicant(s), the Company may, under its sole discretion, enter N into an exception agreement with the neighboring utility to allow that N utility to temporarily provide service to Applicant until such time as N Company is able to serve customer. This temporary change to the service N territory boundary between the Company and the neighboring utility is N subject to approval by the Commission.

#### DEFINITION OF TERMS

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Individual person or persons requesting natural gas service, who own the C property requiring such service, including the legal entity, builder, developer, corporation, limited partnership or any person having legal C authority over the property.

### Compressor Station

A Compressor Station is a compression facility that is installed, owned and maintained by the Company for the purpose of compressing natural gas.

ISSUE ADVICE LETTER 856 February 12, 2014 NUMBER DATE

DECISION REGIONAL VICE PRESIDENT **EFFECTIVE** R13-1555/C14-0151 February 15, 2014 Rates & Regulatory Affairs DATE

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

### DEFINITION OF TERMS - Cont'd

### Construction Agreement

A Construction Agreement between the Company and Applicant that sets forth the Construction Allowance that the Company will apply towards the Construction Cost of a Distribution Main Extension as well as the Construction Payment net of Construction Allowance to be advanced by the Applicant. A Construction Agreement will be executed by the parties in instances where no Refunds of Construction Payments to Applicant are possible.

### Construction Allowance

That portion of necessary Construction Costs made by the Company at its expense.

# Construction Costs of Distribution Main Extension /Service Lateral <a href="Extension">Extension</a>

The Construction Cost of Distribution Main Extension shall include the Company's estimate of the combined costs of all facilities necessary to the Distribution Main Extension and/or Distribution Reinforcement, including satisfactory rights-of-way. The Construction Costs for Service Lateral Extension shall include the Company's estimated cost to install the service lateral(s). In determining an LDC Customer's share of the Distribution Main Extension, Distribution Reinforcement and/or Compressor Stations, the Company will consider the LDC Customer's least cost alternatives for service provided from the Company on a standalone basis, if applicable, and service from other resources, as well as the viability, reliability and comparability of any such service alternatives. Such service alternatives include, but are not limited to, alternative pipeline suppliers, compressed natural gas storage, liquefied natural gas storage, and propane storage/air mixing.

### Construction Payment

Amount advanced prior to construction, except as otherwise provided C herein, by Applicant to pay all Construction Costs in excess of C Construction Allowance.

ADVICE LETTER NUMBER

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DECISION NUMBER

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

DEFINITION OF TERMS - Cont'd

### Construction Payment Agreement

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

## Distribution Main Extension

Distribution or supply mains, including all appurtenant facilities, except meters, meter installations and customer regulator facilities, necessary to supply service to additional customers or load. Distribution Main Extension may include Transmission Main as determined by Company in its reasonable discretion.

### Distribution Reinforcement

That part of a Distribution Main Extension that consists of Reinforcement.

### Extension Agreement

An Extension Agreement between the Company and Applicant that sets forth the Construction Cost of a Distribution Main Extension as well as the Construction Payment required from the Applicant. The Extension Agreement shall also list the Construction Allowance that may be awarded by Company to Applicant during the Open Extension Period. An Extension Agreement will be executed by the parties in instances where Refunds of Construction Payments are possible.

### Extension Completion Date

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

#### Farm Tap

A tap and small meter station connected by the Company to a Transmission Main that serves one or more customers of a LDC Customer having a peak day flow not to exceed 250 dekatherms per day. The Company shall install, own, operate and maintain the meter for service to the Company's customers; however, a LDC Customer shall install, own, operate and maintain the meter for service to its customers.

ADVICE LETTER NUMBER

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

DEFINITION OF TERMS - Cont'd

### Incremental Service Charge

Service Charge is the revenue requirement factor Incremental expressed as an annual percentage as approved by the Commission in the latest Phase II Rate Case to cover the on-going costs for insurance, reserve for replacement, license and fees, taxes, operation and maintenance, and appropriate allocable administrative The Monthly Incremental associated with the facilities installed. Service Charge without a capital component shall be eleven percent (11%) divided by twelve. In addition, the Incremental Service Charge may also include a capital component in the event that the LDC Customer and the Company agree that the Company will advance the LDC Customer the Construction Costs in excess of the Construction Allowance. Incremental Service Charge shall be billed monthly and applied by multiplying the applicable revenue requirement factor for the type of facilities installed times the cost of the facilities divided by twelve (12).

## Local Distribution Company Customer or LDC Customer

A customer in the business of distributing and selling gas to retail customers in Colorado that operates a gas pipeline system that is interconnected with and receives gas deliveries from the Company's System.

### Meter Location

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

### Meter Piping

Pipe and fittings necessary to extend from the end of a Distribution Service Lateral to the meter location, including the pipe extending from the initial meter location to additional locations in the same building except in the case of a meter header.

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

### DEFINITION OF TERMS - Cont'd

### LDC Meter Station

An LDC Meter Station is a metering facility other than a Farm Tap that is installed, owned and maintained by either the Company or a LDC Customer for the purpose of measuring deliveries of natural gas from the Company to the LDC Customer. An LDC Meter Station shall consist of one or more meters or measurement devices and piping, and may include valves, straightening vanes, filters or strainers, instruments, control lines, pressure regulating equipment, telemetry and housing.

### Open Extension Period

A ten-year period of time, commencing on the Extension Completion Date, during which the Company shall calculate and pay Refunds of Customer T Payments according to the provisions of this Extension Policy.

### Point of Delivery

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

#### Refund of or Refundable Construction Payment

Amount of Construction Payment returned to customers or assignees by the Company, subsequent to any Construction Allowance awarded as applicable, in accordance with the Calculation of Payments and Refunds A Refund of Construction Payment is different from the award of Construction Allowance.

#### Reinforcement

An increase in size or number of existing facilities necessitated by Applicant's estimated gas requirements.

### Service Lateral Extension

The supply pipe installed by Company extending from the Distribution T Main to and including the first valve or cock on the main side of the T meter necessary to supply service to Applicant.

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RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

### DEFINITION OF TERMS - Cont'd

#### Transmission Main

Natural gas pipeline operated by the Company, located upstream of distribution areas, that may be larger in diameter and operate at higher pressures than the Company's Distribution Main.

### Uneconomic Extension

uneconomic extension shall be defined as a Distribution Main An Extension of over a half-mile distance from the Company's closest available capacity and when the Construction Allowance that may be awarded to Applicant(s) for a Distribution Extension is less than twenty eight percent (28%) of the total Estimated Construction Cost of the Distribution Main Extension.

### GAS METER AND PIPING INSTALLATIONS

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

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

#### CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS

### PLAN A - PERMANENT SERVICE

Plan A is applicable to gas Distribution Main Extensions and to Service Lateral Extensions where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is assured or as set forth in the Uneconomic Extension section C herein.

ADVICE LETTER NUMBER

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R13-1555/C14-0151

ISSUE DATE

February 12, 2014

**EFFECTIVE** DATE

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SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

NATURAL GAS SERVICE

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - Cont'd

#### PLAN A - PERMANENT SERVICE - Cont'd

For gas service of a permanent character, the Company will install necessary Distribution Main Extension and Service Lateral Extension facilities equivalent in cost to the gross embedded distribution plant C investment per customer or per estimated annual usage in therms Dekatherms

as a Construction Allowance.

The Company shall bear the expense up to the respective Construction For Commercial, set forth herein. Interruptible Transportation Services, the Distribution Main Portion of the Construction Allowance shall be the product of the Company's estimate of the Applicant's volume times the Distribution Main System Portion of Construction Allowance. The Construction Allowances for both Distribution Main Extensions and Service Lateral Extensions are as shown on the Sheet entitled Construction Allowance by Service Class for each of the various categories of service listed.

The Construction Allowances are subject to review and appropriate revision by filing of new Construction Allowances with the Commission within thirty (30) days or within such period of time as ordered by the C Commission, following a final decision in a Company cost allocation and C rate proceeding, based on the appropriate revenue and commodity amounts C included in that proceeding.

Except for service to an LDC Customer, Applicant or Applicants shall be C required as part of the Extension Agreement or Construction Agreement to pay to the Company as a Construction Payment prior to construction all estimated costs for gas Distribution Main Extension facilities necessary to serve Applicant or Applicants in excess of the Distribution Main Portion of C the Construction Allowance. The Construction Allowance for the Distribution C Main Portion will be credited only when service is physically connected and C a permanent service meter is set; however, Construction Allowances will be C awarded at the execution of the Extension Agreement or Construction C Agreement if Company estimates Permanent Service will be connected within one year from the execution date of the Extension Agreement C or Construction Agreement.

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**EFFECTIVE** DATE

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - Cont'd

#### PLAN A - PERMANENT SERVICE - Cont'd

Alternatively, for land development, Construction Allowances will be applied to the Construction Payment after the Company receives: (a) an executed Extension Agreement or Construction Agreement; and (b) the Applicant submits to the Company an approved final plat of the development or subdivision that is approved by the governmental entity having jurisdiction as applicable. Said Construction Payment under an Extension Agreement shall be Refundable in part or in its entirety during the Open Extension Period. At the end of the Open Extension Period any remaining Construction Payment becomes non-refundable.

Applicant or Applicants that request a Service Lateral be installed by Company shall be required to pay prior to construction to the Company as a non-refundable Construction Payment all estimated Construction Costs for the Service Lateral Extension in excess of the Service Lateral Portion of the Construction Allowance.

Regarding Natural Gas Vehicle (NGV) Fueling Stations, for applications made on or before December 31, 2019, Applicant or Applicants shall be required to pay to Company as a Construction Payment all estimated costs for necessary gas Distribution Main Extension and Service Lateral Extension. Regarding additional facilities necessary to serve the NGV Fueling portion of the NGV Station total annual usage, said Construction Payment may be reduced by an award of Construction Allowance in part or in its entirety for a period of five (5) years after the Extension Completion Date After said five (5) year period has expired, Construction Allowance will no longer be available. All non-fueling usage of the NGV Station shall be determined by the Company as Permanent, Indeterminate, or Temporary Service as applicable.

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

may be advanced with Company written approval, where Applicant's financial condition is determined by the Company to be satisfactory.

ADVICE LETTER NUMBER 935 ISSUE DATE October 17, 2018

DECISION REGIONAL VICE PRESIDENT Rates & Regulatory Affairs DATE November 17, 2018

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - Cont'd

#### PLAN A - PERMANENT SERVICE - Cont'd

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

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

For governmental entities, Applicant may elect to have the Company C advance the Construction Payment for the duration of the construction period C The Company shall charge the governmental Applicant interest C as follows. applied to the Construction Payment amount for the applicable construction C period at the Company's Allowance For Funds Used During Construction (AFUDC) C The Company shall bill the Applicant for the Construction Coast and C the interest within thirty (30) days after the Construction Completion Date. The Applicant shall pay the Company within ninety 900 days after the C Construction Completion date.

ADVICE LETTER NUMBER

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ISSUE DATE

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - Cont'd

#### PLAN B - INDETERMINATE SERVICE

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

For gas service of an indeterminate character, involving real estate subdivisions and development of land for sale wherein Refunds are not C possible and where Applicant and Company execute a Construction Agreement, Applicant or Applicants shall be required to pay to Company as a nonrefundable Construction Payment all estimated costs for necessary Distribution Main Extension facilities, and the Company will apply the C applicable Construction Allowance at the time a final plat of development or subdivision approved by the jurisdictional governmental C of indeterminate character C entity is submitted. For gas service an involving real estate subdivisions and development of land for sale, where C Refunds are possible and where Applicant and Company execute an Extension C Agreement, Applicant or Applicants shall be required to advance payment to C a potentially Refundable Construction Payment the entire C estimated cost for necessary overhead or underground gas Distribution Main C Extension facilities. The Company will award Construction Allowances as C meters are set within the Open Extension Period, if the gas service to the C metered property is properly reclassified as Permanent Service. addition, any remaining Construction Payment for the Distribution Main C Extension only may be Refundable in part or in its entirety during the Open C Extension Period if other customers participate in the Distribution Line C Extension after which any remaining unrefunded Construction Payment becomes C non-refundable. For all other types of gas service of an indeterminate character, Applicant or Applicants shall be required to pay to Company the entire estimated cost for necessary gas Distribution Main Extension and Service Lateral Extension facilities as a non-refundable Construction Payment.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

#### PLAN C - TEMPORARY SERVICE

Plan C is applicable to gas Distribution Main Extensions and Service Lateral Extensions where service is of a known temporary nature.

For gas service of a temporary character, Applicant or Applicants shall be required to pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessarv Distribution Main Extension and Service Lateral Extension facilities less the estimated salvage value. If temporary service is continued for more than eighteen months following the Extension Completion Date the nature of such continued service will be evaluated and, if appropriate, reclassified as Indeterminate Service.

### CALCULATION AND PAYMENT OF REFUNDS

Distribution Main Extensions requiring customer Construction Payments under an Extension Agreement are subject to Refunds during the Open C Extension Period. Such Refunds will be made in conformance with the T provisions applicable to Refunds under the appropriate plan under which the T extension is classified. No Refunds will be made after Open Extension T Period and any remaining unrefunded customer Construction Payment for Distribution Main Extension becomes permanent and no longer subject to Refund for any reason. In no case shall Refunds be made which exceed in T total the total amount of Construction Payment made by any customer. event shall any customer who has terminated service be eligible for any Refund after such termination. Construction Payments for Service Lateral T Extensions are not subject to Refund. However, the Company may close open C Distribution Main Extensions before the ten-year refund period has expired C in instances where the Company determines that no potential Refunds are C possible such that there are no potential new customers to be served by the C extension.

ADVICE LETTER NUMBER

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ISSUE DATE

February 12, 2014

DECISION R13-1555/C14-0151 REGIONAL VICE PRESIDENT Rates & Regulatory Affairs

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

### CALCULATION AND PAYMENTS OF REFUNDS

#### PLAN A - PERMANENT SERVICE

Construction Payments made under a Plan A extension shall be subject to refund without interest during the Open Extension Period as follows:

For each additional Permanent Service customer connected directly to a gas Distribution Main Extension under an Extension Agreement upon which there is unrefunded Construction Payment remaining, Company will recalculate the extension considering the additional facilities and considering anv 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 Distribution Main Extension. Construction Payments or executed Construction Payment Agreements that are required additional customer or customers must be made prior to connection service laterals. Refunds of customer Construction Payments or the reduction or elimination of the Construction Payment Agreement amounts, where appropriate, will be calculated and paid or adjusted once each year during the Refund period and at a time determined by Company. Each customer having made a a Refund Construction Payment will receive the as necessary, if any, to adjust the customer's Construction Payment to the proper level considering the additional customers served from the extension and considering the Construction Allowance effect, if any, from a subsequent extension.

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

ADVICE LETTER

NUMBER 856

ISSUE DATE

February 12, 2014

DECISION R13-1555/C14-0151 REGIONAL VICE PRESIDENT Rates & Regulatory Affairs

**EFFECTIVE** DATE

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Sheet No.

RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

CALCULATION AND PAYMENTS OF REFUNDS - Cont'd

#### PLAN A - PERMANENT SERVICE - Cont'd

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

#### PLAN B - INDETERMINATE SERVICE

Construction Payments made under a Plan B extension for real estate or land development shall be subject to Refund without interest during the Open Extension Period as follows:

At the end of each of the ten years during the Open Extension Period a Refund will be made based on the additional Construction Allowances for additional customers served from the extension after first increasing the original extension costs and customer payment requirements to reflect additional service investments.

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

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RULES AND REGULATIONS

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SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

CALCULATION AND PAYMENTS OF REFUNDS - Cont'd

#### PLAN C - TEMPORARY SERVICE

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

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

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

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ISSUE DATE

February 12, 2014

DECISION NUMBER

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February 15, 2014

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

EXTENSIONS FOR A LOCAL DISTRIBUTION COMPANY CUSTOMER

### DISTRIBUTION MAIN EXTENSIONS AND DISTRIBUTION REINFORCEMENTS

Distribution Main Extensions, Distribution Reinforcements, and Reinforcements using additional Compression Station capacity by the Company to provide new or additional transportation service to an LDC Customer may be mutually agreed to by Company and the LDC Customer under a Gas Transportation Service Agreement in instances where the revenue derived from such Gas Transportation Service Agreement provides the Company an assured and continuous stream of revenue sufficient to support the necessary investment and other ongoing costs associated therewith. The Company will not enter into an Extension Agreement for any new facilities or Reinforcement where the LDC Customer is being served pursuant to a standard Firm or Interruptible Gas Transportation Agreement which includes a one-year service term and subsequent one-year terms thereafter.

Prior to the Company's construction under a Distribution Main Extension or Reinforcement to serve an LDC Customer, the LDC Customer shall enter into a Firm or Interruptible Gas Transportation Service Agreement that has a term of at least five years, or other term as mutually agreed upon by the parties. The Agreement will also include provisions such that the LDC Customer agrees to pay to the Company, commencing as of a date specified in the Agreement and each month thereafter during the agreement term, a specified minimum monthly amount for Firm Capacity Reservation Charges or a specified minimum amount of Usage Charges, or both.

The Company shall invest the Construction Cost for a Distribution Main Extension and or Reinforcement up to a maximum of the Distribution Main Portion of the Construction Allowance applicable to the transportation service requested by the LDC Customer and provided for in the Gas Transportation Service Agreement. The level of the Distribution Main Portion of the Construction Allowance rate, as determined by the Company, shall depend upon the term of the Agreement and be in proportion to the combined level of any minimum monthly amount for Firm Capacity Reservation Charges and minimum amount of Usage Charges as set forth in the Agreement, such that, the longer the term and the higher the minimum amount of charges, the higher the Distribution Main Portion of the Construction Allowance. The amount of Distribution Main Portion of the Construction Allowance shall be the product of the minimum level of capacity and volume, if any, times the Distribution Main System Portion of the Construction Allowance.

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February 12, 2014

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EXTENSIONS FOR A LOCAL DISTRIBUTION COMPANY CUSTOMER - Cont'd

DISTRIBUTION MAIN EXTENSIONS AND DISTRIBUTION REINFORCEMENTS - Con't

that the Construction Costs the event exceed the Construction Distribution Allowance for Main Extension or Distribution Reinforcement, the Company and the LDC Customer may mutually agree that: (1) the LDC Customer shall pay all Construction Costs in excess of the Construction Allowance as a non-refundable or refundable Construction Payment and also pay an Incremental Service Charge; or (2) the Company C shall cover the Construction Payment and recover the investment at its authorized rate of return, plus the Company may recover on-going costs through an Incremental Service Charge as part of the monthly charges to the C LDC Customer; or (3) in lieu of a Construction Payment, the customer shall Tpay all or any combination of an additional minimum monthly amount for Firm Capacity Reservation Charges, a minimum amount of Usage Charges, The provisions regarding any of the above C Incremental Service Charges. Construction Payment options shall be set forth in the Firm Interruptible Gas Transportation Service Agreement between the Company and the LDC Customer.

### FARM TAPS

In the event that an LDC Customer desires a Farm Tap as a stand-alone request (separate from a Distribution Main Extension or Distribution Reinforcement) or as part of a Distribution Main Extension or Distribution Reinforcement, and the Company determines in its sole discretion that it will provide the requested Farm Tap, the Company shall install, own, operate and maintain only those facilities on the supply side of the Pointof-Delivery and cover a portion of the Construction Costs up to the maximum applicable Construction Allowance. In the event that the Construction Costs exceed the maximum applicable Construction Allowance, the Company and the LDC Customer may mutually agree that: (1) the LDC Customer shall pay all Construction Costs for the Farm Tap, including such costs in excess of the Construction Allowance, as a non-refundable or refundable Construction Payment and also pay an Incremental Service Charge; or (2) the Company shall C cover the Construction Payment and recover the investment at its authorized rate of return, plus the Company may recover on-going costs through an Incremental Service Charge as part of the monthly charges to the LDC

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EXTENSIONS FOR A LOCAL DISTRIBUTION COMPANY CUSTOMER - Cont'd

### FARM TAPS - Cont'd

Customer; or(3) in lieu of a Construction Payment, the Customer shall pay T all or any combination of an additional minimum monthly amount for Firm Capacity Reservation Charges, a minimum amount of Usage Charges and C Incremental Service Charges. The provisions regarding any of the above C Construction Payment options for Farm Taps shall be as set forth in the Firm or Interruptible Gas Transportation Service Agreement between the Company and the LDC Customer.

### LDC METER STATIONS

In the event that an LDC Customer requires either a new LDC Meter Station, increased capacity or increased pressure at an existing LDC Meter Station owned by the Company, there are two options available to the LDC Customer. The first is for the LDC Customer to install, own, operate, and maintain the LDC Meter Station. In the event that the LDC Meter Station is new, the LDC Customer shall install, at its sole expense, all facilities for the LDC Meter Station, except the metering facilities and metering installation required by the Company for the measurement of service, as well as the facilities between the LDC Meter Station and the Company's Distribution Main or Transmission Main. The Company's Construction Costs to tie the LDC Customer's pipeline system into the Company's Distribution Main shall be charged to the LDC Customer as set forth below.

The second option is for the LDC Customer to purchase from the Company the existing LDC Meter Station facilities, as well as the facilities between the LDC Meter Station and the Company's Distribution Main or Transmission Main to the extent not used to provide service to any other Company customers, the amount of which is to be as negotiated between the LDC Customer and the Company. After any such purchase by the LDC Customer, the LDC Customer shall install, at its sole expense, all facilities for the LDC Meter Station, except the metering facilities and metering installation required by the Company for the measurement of service. To the extent that the Company incurs Construction Costs to tie the LDC Customer's pipeline system into the Company's System shall be charged to the LDC Customer as set forth below.

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SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

EXTENSIONS FOR A LOCAL DISTRIBUTION COMPANY CUSTOMER - Cont'd

#### LDC METER STATIONS - Cont'd

In the event that the LDC Customer requests the Company to add either a new LDC Meter Station, increased capacity or increased pressure at an existing LDC Meter Station owned by the Company as a stand-alone request or as part of a Distribution Main Extension or Distribution Reinforcement, and the Company determines in its sole discretion that it will provide the requested LDC Meter Station, the Company shall install, own, operate and maintain the specific Distribution Main attributable to the LDC Meter Station between the existing Distribution Main and the first above ground fitting and cover a portion of the Construction Costs up to the maximum applicable Distribution Main Portion or the Service Lateral Portion of the Construction Allowance.

In the event that the Construction Costs exceed the maximum applicable Distribution Main Portion or Service Lateral Portion of the Construction Allowance, the Company and the LDC Customer may mutually agree that: (1) the LDC Customer shall pay all Construction Costs for the LDC Meter Station, including such costs in excess of the Construction Allowance, as a non-refundable Construction Payment and also pay an Incremental Service C Charge; or (2) the Company shall cover the Construction Payment and recover T the investment at its authorized rate of return, plus the Company may recover on-going costs through an Incremental Service Charge as part of the C monthly charges to the LDC Customer; or (3) in lieu of a Construction T Payment, the Customer shall pay all or any combination of an additional minimum monthly amount for Firm Capacity Reservation Charges, a minimum amount of Usage Charges and Incremental Service Charges. The provisions C regarding any of the above Construction Payment options for LDC Meter Stations shall be as set forth in the Firm or Interruptible Transportation Service Agreement between the Company and the LDC Customer.

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SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

EXTENSIONS FOR A LOCAL DISTRIBUTION COMPANY CUSTOMER - Cont'd

### CUSTOMER'S REINFORCEMENTS

Any required Reinforcement other than for an LDC Customer generally recognize the Construction Cost, Construction Allowance customer Construction Payment provisions of this Extension Policy accordance with individual agreements between Applicant and Company based upon the amount, character and permanency of the load. distribution system reinforcement is required for serving an existing customer's gas service from Company, Company shall make such Reinforcement of the distribution system as follows: for a Residential or small Commercial customer that receives service under a rate schedule for which the Distribution Portion of the Construction Allowance is not based on the Maximum Daily Quantity (MDQ), related to the customer's total load requirements, Company will make such Reinforcements at its expense. all customers that receive service under a rate schedule for which the  $^{ extsf{T}}$ Distribution Portion of the Construction Allowance is based on MDQ, such reinforcement shall be a Distribution Extension where the Construction Cost shall include the Company's cost to reinforce the system, as well as the Tcost of new distribution facilities necessary to serve the customer's total load, less the applicable Construction Allowance amount for the added load.

For purposes of this section, all reinforcement for new Residential or Commercial development shall be considered non-residential and the developer shall be responsible for Reinforcement costs. All Reinforcements for LDC Customers shall be subject to the provisions of the Extensions for Local Distribution Company Customer section of this Extension Policy.

### COMPRESSOR STATIONS

In the event that the Company determines that an LDC Customer requires  $_{\rm M}$  either a new Compressor Station owned by the Company or increased pressure at an existing Compressor Station that requires the installation of one or more additional compressor(s), such incremental Compressor Station costs attributable to the LDC Customer may be included in the Distribution Main Extension or Reinforcement.

ADVICE LETTER NUMBER 962 ISSUE DATE February 21, 2020

DECISION NUMBER R20-0046 REGIONAL VICE PRESIDENT Rates & Regulatory Affairs DATE March 1, 2020

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SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

CUSTOMER'S REINFORCEMENTS - Cont'd

COMPRESSOR STATIONS - Cont'd

the Company determines that the investment in said Compressor Station is required to serve a LDC Customer, the Company and the LDC Customer may mutually agree that: (1) the LDC Customer shall pay all Construction Costs for the Compressor Station, including such costs in excess of the Construction Allowance as a non-refundable Construction Payment and pay an Incremental Service Charge; or (2) the Company shall C cover the Construction Payment and recover the investment at its authorized rate of return, plus the Company may recover on-going costs through an Incremental Service Charge as part of the monthly charges to the LDC C Customer; or (3) in lieu of a Construction Payment, the Customer shall pay T all or any combination of an additional minimum monthly amount for Firm Capacity Reservation Charges, a minimum amount of Usage Charges and Incremental Service Charges. The provisions regarding any of the above C Construction Payment options for Compressor Stations shall be set forth in the Firm or Interruptible Gas Transportation Service Agreement between the Company and the LDC Customer.

#### EXCESS FACILITIES

In those instances where Company agrees to provide distribution facilities at Customer's request in excess of the facilities necessary to supply service to Customer, Customer shall be required to contract to pay Company for such facilities as a non-refundable contribution and to pay Company monthly an Incremental Service Charge to cover the costs for such facilities based on the non-refundable contribution amount. Excess Facilities include but are not limited to excess pressure capability over that which the Company designs to install and/or situations where the customer wants and the Company agrees to install facilities along a different route than that which the Company designs. Such Excess Facilities shall at all times be installed, owned, operated and maintained by the Company.

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NUMBER 8

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#### NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

#### EXCEPTION

In situations involving Distribution Main Extensions where both: 1) a person(s) or entity(ies) in the Company's service territory desires to convert to natural gas service from other fuel sources, and 2) the Company determines the extension is of such a length which would cause a prohibitive or unduly burdensome cost on the future gas customer(s) to convert service, the Company may provide service under the following conditions:

The Construction Payment for such a Distribution Main Extension will be based upon 1) the estimated Construction Costs of the extension and 2) the Company's determination of existing and potential customers units which may be added to the extension over a given time period not to exceed ten (10) years from the Extension Completion Date. The estimated Construction Costs for a Distribution Main Extension will include projected interest expense, at the Company's after tax weighted average cost of capital rate, for the Company carrying said Construction Costs during the conversion period.

Construction Payments made in accordance with this Exception section will be less the applicable Construction Allowance and due prior to the permanent meter set date. Construction Payments made in accordance with this Exception shall not be subject to Refund. Customer Construction Payment amounts are eligible for Construction Payment Advance Agreements as set forth herein.

The Distribution Main Extensions will remain open until either the existing and potential units are connected or the time period used to estimate the Construction Payment has elapsed, whichever is longer. The Construction Payment, and the time period used in the calculation of the Construction Payment, will be set by the Company.

The provisions under this Exception shall not include or apply to Service Lateral Extensions.

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RULES AND REGULATIONS

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SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

#### UNECONOMIC EXTENSIONS

For Uneconomic Extensions the Company shall require Applicant(s) to pay Company, in advance, all Construction Costs. With respect to Uneconomic Extensions, the Company may, under its sole discretion, investigate the possibility of allowing applicant(s) to be served by another utility as set forth in the General Provisions section of this Extension Policy.

### APPLICABILITY LIMITATION

The foregoing Extension Policy applicability is limited by the following conditions: The Company's estimated Construction Costs and Applicant's Construction Payments as calculated for each Distribution Main or Service Lateral Extension will become void following a period of one hundred and twenty (120) days from the time an extension request is received by Company or a period of sixty (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 Commission.

The Company shall provide Applicant a Construction Cost estimate within sixty (60) days after Company accepts a fully completed Application for Gas and Electric Services Form from Applicant, which includes all information necessary, as determined by Company, for the Company to estimate the The Application for Gas and Electric Services Form is Construction Cost. available on the Company's website referenced on the Title Sheet of this electric tariff. For gas service requests involving large and or complex configurations, as determined by the Company, the Company shall provide the Applicant the estimated time that it will require to provide Construction Cost estimate.

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RULES AND REGULATIONS

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SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

APPLICABILITY LIMITATION - Cont'd

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 one hundred twenty (120) days after execution of the Extension Agreement or Construction Agreement, which amount will be determined in an engineering estimate prepared by the Company at the time the written estimate is prepared and such amount will be specified in the written estimate. Any construction which is not completed in a normal manner, i.e., following accepted construction practices, within the 120-day period from the execution of the Extension Agreement will be deleted from the Agreement and Construction Payment requirements will be adjusted accordingly, unless the delay is caused by the Company, in which event the Construction Payment will become interest bearing, the Company to pay interest at the rate it currently pays on Residential security deposits, and the construction will not be deleted from the Agreement.

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### PUBLIC SERVICE COMPANY OF COLORADO

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### NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

### CONSTRUCTION ALLOWANCE BY SERVICE CLASS

Service Class and Rate Schedules	Constru	action Allowance
Se	rvice Lateral Portion	Distribution Main Portion
Residential		
Schedule RG	\$283	\$266
Commercial		
Schedule CSGSchedule CLG	\$1,121 \$1,122	\$4.52/DTH \$3.43/DTH
Interruptible		
Schedule IG	. \$1,122	\$0.87/DTH
Transportation		
Schedule TFSSchedule TFLSchedule TI	. \$1,122	\$4.52/DTH \$3.43/DTH \$0.98/DTH
*Note: The Distribution Main portion of t reduced at the same percentage that discounted.		

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#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### TEMPORARY GAS ATTACHMENT SCHEDULING

Public Service Company of Colorado is faced with a shortage of natural gas supply from its wholesale suppliers. While the Company and its suppliers have embarked on projects intended to develop the necessary additional natural gas to meet the needs of existing and future customers, existing supplies dictate the necessity of these temporary special rules and regulations. These rules and regulations contain provisions for an application and attachment system for new customers and for existing customers desiring to increase their gas loads. Acceptance of applications filed under the provisions of these special rules and regulations do not constitute a guarantee that the Company will be able to fulfill the request contained in the application.

The following temporary special rules and conditions shall supersede all pertinent rules and regulations contained in the Company's gas tariff which are applicable to service to new customers or to expanded service to existing customers.

### APPLICATIONS FOR NEW OR ADDITIONAL SERVICE

All applications for natural gas service to new customers or for significantly increased loads to existing customers at a specific location shall be in writing on forms furnished by Company. Such applications shall be placed in one of the following three categories.

Category One - All individually metered customers or applicants served or to be served under Company's Residential Service rate schedules, all customers or applicants served or to be served under Company's Commercial Service rate schedules, regardless of size where such commercial service will be for multi-unit permanent resident housing purposes, and all applicants to be served under Company's Commercial Service rate schedules with estimated loads not exceeding maximum hourly demands of 20,000 cubic feet. Category One will also include requests for maximum hourly load increases of up to 20,000 cubic feet for commercial customers who were receiving natural gas service as of March 30, 1973, and who have not received any prior increase since said date.

<u>Category Two</u> - All customers or applicants served or to be served under Company's Commercial Service rate schedules not falling into Category One.

<u>Category Three</u> - All customers or applicants permanently served or to be served under Company's Interruptible Industrial Service rate schedules.

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### TEMPORARY GAS ATTACHMENT SCHEDULING

### APPLICATIONS FOR NEW OR ADDITIONAL SERVICE - Cont'd

Applications shall be retained in chronological order, separately for each category. When Company is able to grant additional commitments for gas service, such commitments will be determined from the waiting lists in chronological order with Category One applications being committed first, followed in order by Category Two applications. Category Three applications shall be granted commitments in chronological order as annual natural gas is available in such quantities that availability will permit, without regard to Category One or Category Two waiting lists.

Applicants shall be advised in writing by Company as to the availability of gas at such future time as supplies of gas are available for such categories. Applicants or customers shall have thirty days to respond in writing to Company's written advice that gas is available. Failure to so respond or rejection of offer for new or additional gas service shall render the application void and without further position on the waiting list. A portion of the validation charge provided for herein will be retained by Company in accordance with these Rules and Regulations.

Applicants or customers shall have one year from the date Company advises that gas is available to connect and utilize gas for which the commitment is made except for cases involving individual structures constituting major construction which cannot reasonably be completed with due diligence within the time limits provided wherein an appropriate longer time period may be agreed to and granted in writing prior to commencement of construction. Applications for gas service hereunder shall expire in the event applicant fails to take gas within the stated time period from date Company advises gas is available.

In all cases mobile home developments, whether master metered or separately metered, will be treated the same as residential subdivisions.

### VALIDATION CHARGE

In order to assure the validity of all Category One applications for new or additional gas service, all such applicants, except those applicants who are tax supported governmental agencies, shall pay to the Company a refundable charge in the amount hereinafter set forth.

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### TEMPORARY GAS ATTACHMENT SCHEDULING

### VALIDATION CHARGE - Cont'd

of the Validation Charge payable pursuant to amount provisions shall be \$200 for each separately metered detached single family residential structure. The amount of the Validation Charge for other new or significantly increased gas service shall be \$100 per estimated Therm or Dth of daily gas requirements but shall not exceed \$7,500 per individual building or structure under one common roof. Such Validation Charge will be refunded in full only when construction has been completed within the stated time and Applicant takes gas service for which the application was made, when Applicant cancels application due to the use of an alternate fuel caused by the lack of availability of gas or when Applicant rejects a gas main extension proposal prepared subsequent to the date of application. If application is canceled for any other reason, ten percent of the Validation charge, but not to exceed an amount of \$200, shall be retained by Company to compensate it for administration costs of processing the application. No interest will be paid on validation charges.

### SIGNIFICANTLY INCREASED SERVICE

Increased service to existing customers shall be considered "significant" in Category One if such increased service requires Company to increase the size of any of its facilities, including meters and/or regulators, in order to render adequate service at proper pressures. Increased service to existing customers in Categories Two and Three shall be considered "significant" in all cases.

### TRANSFER OF GAS

the new location.

Applications for new gas service or existing abandoned service associated with buildings that have been demolished may be transferred from specific locations to other specific locations where peak day or annual quantities are not increased and properties are under the same ownership. In addition, applications for new service or existing abandoned service associated with buildings that have been demolished at two or more locations may be combined and transferred to a different location by written request with approval being granted in writing. A customer served under Company's Commercial Service or Interruptible Industrial Service rates may transfer from one location to another the quantity of gas to which he would otherwise be entitled for processing equipment when such actual equipment is moved from one location to another

or when equipment for similar purposes is installed at

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N.A.	TURAL GAS SERVICE	
TEMPORARY	GAS ATTACHMENT SCHEDULING	5
TRANSFER OF GAS - Cont'd  Gas associated with buildings replaced, will become available waiting list in accordance wi special rules unless said gas trading in or sale of commitment or priority in receiving sucuniform administrative procedure.	le for allocation to cus th the priority system has been previously trans hts to provide new or add h commitments, the Comp	stomers on Company's set forth in these sferred. To prevent itional gas service, any may adopt such
During periods of shorted developers or others desiring and constructed within their with Company. The special agriterms of the extension policy construction allowance purpose. The refund period during which receive refunds on his constructional loads within the developers construction deposits which are in Company's Extension Policy, the aggregate amount of time Coloads within the development.	development may do so be reement will provide for and will not recognize as until such time as gas he the Applicant for servicuotion deposit will be Company has been unable relopment.  having on deposit with a still within the refund shall have their refund	n system extended to by special agreement the extension under any revenue for free s becomes available. vice is entitled to e extended for the e to connect new or Company unrefunded period as set forth d period extended by
CONTINUATION OF SERVICE  Extension of natural gas as Rules and Regulations shall no such service in the event cur due to a shortage in the supply	ot constitute a guarantee tailment of natural gas	e of continuation of
SPECIAL CONDITIONS  The foregoing provisions of Regulations are subject to wa where application of same would application of same would result	iver in part or in tota d cause extreme personal	l in specific cases hardships, or when
ADVICE LETTER NUMBER 865 DECISION NUMBER	ISSUE DATE  REGIONAL VICE PRESIDENT EFFEC Rates & Regulatory Affairs DATE	June 27, 2014

 First Revised
 Sheet No.
 R59

 P.O. Box 840
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 Denver, CO 80201-0840
 Original
 Sheet No.
 R59

#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### EXCESS FLOW VALVE

Starting in 2009, the US Department of Transportation Pipeline and Hazardous Materials Safety Administration ("PHMSA") required installation of an excess flow valve on all new or replacement service lines in piping systems with pressures of 10 psig or greater. In April 2017, PHMSA amended this requirement to include installations of excess flow valves on all new and replaced service lines for entities with known loads of up to 1,000 standard cubic feet per hour ("SCFH"). PHMSA additionally specified that existing customers with known loads up to 1,000 SCFH be given the option to request the installation of an excess flow valve on their existing service lines.

Payment responsibility for costs associated with the installation of excess flow valves in varying operational and maintenance categories will be implemented as follows:

- New Service Installation: Cost of valve and installation will be based on the "Distribution Extension Policy" in our gas tariff.
- Installation as part of a facility replacement: Cost of valve and installation will be the responsibility of the Company.

Installation on an existing service as a result of customer request: Cost of valve and installation will be solely at the customer's expense. Upon receipt of customer request, Company will determine if an excess flow valve already exists. If no valve is present, then Company will provide customer an estimate of the total cost of work. Estimates provided to customer shall be complete for all costs, including labor for excavation, installation, materials and restoration. Eligible customers must sign an agreement to pay the full cost prior to installation. Estimates are good for 90 days from the date of issue.

ADVICE LETTER NUMBER	951 Amended		ISSUE September 27, 2019
DECISION NUMBER	C19-0634	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE October 1, 2019

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3 <sup>rd</sup>	Sub.	Original	Sheet No	R60
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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

### DISTRIBUTION EXTENSION POLICY

These Rules and Regulations set forth the Distribution Extension Policy in all territory served by the Company.

### GENERAL PROVISIONS

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

An Applicant is an individual person or persons requesting gas service on or after the effective date of this Gas Tariff, who owns the property requiring such service, including the legal entity, builder, developer, corporation, limited partnership or any person having legal authority over the property. This Distribution Extension Policy applies to Applicants that execute a Facilities Extension Agreement on or after the effective date of this Gas Tariff.

Grandfathered Applicants those Residential Applicants are Commercial Applicants who request extensions and execute a Distribution Extension and/or Construction Agreement, as defined grandfathered tariff sheets, prior to the effective date of this Gas Tariff. Unless otherwise stated in this Gas Tariff, the distribution extension a Grandfathered Applicant shall be governed by for grandfathered tariff sheets in place at the time its Distribution Main Extension and/or Construction Agreement was executed. Additional terms and conditions that apply to distribution extensions for Grandfathered Applicants are set forth in the Construction Allowance and Construction Payments section of this Gas Tariff.

Where natural gas service is to be supplied by the Company from a transmission main that is not a Company-owned Transmission Main, all requests for such service are subject to the approval of the pipeline company owning the particular transmission main and to the rules of such pipeline company pertinent to the location of the transmission main, tap, etc. The Company also reserves the right to limit the location and number of or to reject applications for service requiring transmission main taps. The Company is not responsible for the continued delivery of gas to Customers served therefrom should the pipeline company reroute, abandon, or otherwise discontinue use of the transmission main or should operating conditions be so changed as to make the supplying of service directly therefrom too hazardous, difficult or impractical, in opinion of the Company, to be continued.

ADVICE LETTER NUMBER 951		ISSUE DATE	August 26, 2019
DECISION/ PROCEEDING <u>C19-0634</u> NUMBER	REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	October 1, 2019

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#### PUBLIC SERVICE COMPANY OF COLORADO

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

### DISTRIBUTION EXTENSION POLICY

### GENERAL PROVISIONS - Cont'd

When one (1) or more Applicants request gas service at premises not connected to the Company's distribution system or request an increase or change in service to premises already connected where such increase or change necessitates additional Company investment, the Company, after consideration of Applicant's gas requirements, will designate the service requested as Permanent Service, Indeterminate Service, or Temporary Service in accordance with the definitions hereinafter set forth. The provisions of this policy are applicable to extending service to both Residential and Commercial Applicants.

The Company will provide Applicants with expected installation timeframes and will construct service extensions in accordance with this policy. The Company shall make all reasonable efforts to complete Applicant requests within such timeframes under normal circumstances and conditions. The Company shall provide periodic status updates to the Applicant throughout the construction process.

The determination of facility type and routing will be made by Company consistent with the characteristics of the territory in which service is to be rendered and the nature of Company's existing facilities in the area.

In all cases, the facilities provided will be constructed by the Company or its designated agent in accordance with the Company's construction specifications, standards, and procedures, and shall be, at all times, the property of the Company on the gas supply side of the Point of Delivery.

Agreements for service will be based upon Company's estimate of the cost of constructing and installing the facilities necessary to adequately supply the service requested by Applicant. Such cost will include the cost of all materials, labor, rights-of-way, trench and backfill, environmental remediation, permitting, etc., together with all incidental and overhead expenses connected therewith. Where special items, not incorporated in said specifications, are required to meet construction conditions, including but not limited to frost conditions, rock conditions etc., the cost thereof will also be included, either in the initial estimate or at a time subsequent thereafter as conditions may change as determined by Company.

DVICE LETTER UMBER 951	ISSUEDATE	August 26, 2019

DECISION/ PROCEEDING <u>C19-0634</u>

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

October 1, 2019

**EFFECTIVE** 

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RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

GENERAL PROVISIONS - Cont'd

In cases where another utility has a distribution main of adequate capacity closer than existing Company facilities to Applicant's requested point of service and the application of this Distribution Extension Policy, including the Uneconomic Extension section herein, would result unreasonable economic hardship to Applicant(s), the Company may, under its sole discretion, enter into an temporary agreement with the neighboring utility to allow that utility to temporarily provide service to Applicant until such time as Company is able to serve Applicant.

There are four (4) separate agreements corresponding to the type of service extension(s) requested by the Applicant. These include:

- 1) Off-Site Distribution Main Extension Agreement. responsibility of the Applicant under this Agreement will be based upon Company's estimate of the cost of constructing and installing facilities necessary to adequately supply the Distribution Main Extension requested by Applicant, less an Off-Site Distribution Main Extension Credit, if applicable. Site Distribution Main Extension Credit is not available for applications dated on or after November 1, 2023 unless terminated |TN|earlier pursuant to Commission decision.
- 2) On-Site Distribution Extension Agreement. The cost responsibility of the Applicant under this Agreement will be either 1) based upon standardized per lot costs of constructing and installing the facilities necessary to adequately supply service to single family and townhome lots requested by Applicant (average of sixty feet (60 ft.) or less frontage) and/or 2) based upon Company's estimate of the cost of constructing and installing other facilities necessary to adequately supply the On-Site Distribution Extension requested by Applicant (including but not limited to single family and townhome lots more than an average of sixty feet (60 ft.) frontage, non-standard load and construction requirements, and commercial facilities), less a Construction Allowance.

ADVICE LETTER NUMBER

PROCEEDING \_

DECISION/

NUMBER

1007

C22-0804

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

December 20, 2022

**EFFECTIVE** DATE

January 1, 2023

 First Revised
 Sheet No.
 R63

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RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### DISTRIBUTION EXTENSION POLICY

# GENERAL PROVISIONS - Cont'd

- 3) Residential Service Lateral Agreement. The cost responsibility of the Applicant under this Agreement will be based upon a standardized cost for the first one hundred feet (100 ft.) of the Residential Service Lateral and one (1) residential standardized T Meter Set and a standardized per foot cost thereafter for T extensions longer than one hundred feet (100 ft.) and additional T residential standardized Meter Sets.
- 4) Commercial Service Lateral Agreement. The cost responsibility of the Applicant under this Agreement will be based upon the Company's estimate of the cost of constructing and installing the facilities necessary and applicable standardized Meter Set costs T to adequately supply the Commercial Service Lateral requested by Applicant, less a Commercial Service Lateral Construction Allowance.

Models of each of the four (4) standard Facilities Extension Agreements, including model governmental provisions, as appropriate, of the Off-Site Distribution Main Extension Agreement, On-Site Distribution Agreement, Residential Service Lateral, and Commercial Service Lateral Agreement shall remain on file with the Commission.

# DEFINITION OF TERMS

<u>Applicant</u> - Individual person or persons requesting gas service on or after the effective date of this Gas Tariff, who own the property requiring such service, including the legal entity, builder, developer, corporation, limited partnership or any person having legal authority over the property.

Commercial Applicant - For purposes of this extension policy, a Commercial Applicant is an Applicant who requests service for themselves or on behalf of future Customers that will take service under the following Commercial and Industrial Rate Schedules: Schedules CSG, CLG, IG, TFS, TFL, and TI.

ADVICE LETTER

NUMBER 1022

DECISION/
PROCEEDING C22-0642

NUMBER

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

REGIONAL VICE PRESIDENT, DATE November 1, 2023

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RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

DEFINITION OF TERMS - Cont'd

Commercial Service Lateral Agreement - An agreement between the Company and the Applicant that sets forth the terms and conditions of providing the requested Commercial Service Lateral in addition to this Distribution Extension Policy. The cost responsibility of the Applicant under this Agreement will be based upon the Company's estimate of the cost of constructing and installing the facilities necessary to adequately supply the service requested by the Applicant, less a Commercial Service Lateral Construction Allowance.

Compressor Station - A Compressor Station is a compression facility that is installed, owned and maintained by the Company for the purpose of compressing natural gas.

Construction Allowance - The amount as listed on the sheet entitled Construction Allowance by Customer Class and Rate Schedule in this Gas Tariff. Construction Allowances apply to On-Site Distribution Extension Agreements, Residential Service Lateral Agreements, and |T|Commercial Service Lateral Agreements, and may apply to Off-Site $|^{
m D}$ Distribution Main Extension Agreements as set forth herein.

Construction Payment - Amount advanced prior to construction, except as otherwise provided herein, by Applicant to pay all Construction Costs in excess of Construction Allowance and/or Off-Site Distribution Main Extension Credit, if applicable.

Distribution Extension Facilities - The facilities associated with the Off-Site Distribution Main Extension, On-Site Distribution Extension, Residential Service Lateral Extension, Commercial Service Lateral Extension, or Distribution Reinforcement necessary for gas service at premises not connected to the Company's distribution system or for an increase in service to premises already connected where such increase necessitates additional investment, which requires an extension. Off-Site Distribution Main Extension may include a Transmission Main as determined by Company in its reasonable discretion.

ADVICE LETTER ISSUE NUMBER 1004 DATE October 27, 2022 DECISION/ REGIONAL VICE PRESIDENT, **EFFECTIVE** PROCEEDING C22-0642 Rates & Regulatory Affairs DATE November 1, 2022

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# PUBLIC SERVICE COMPANY OF COLORADO

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#### RULES AND REGULATIONS

# NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

DEFINITION OF TERMS - Cont'd

<u>Distribution Main</u> - Natural gas pipeline operated by the Company, located downstream of the transmission areas, that may be smaller in diameter and operate at lower pressures than the Company's Transmission Main.

<u>Distribution Reinforcement</u> - Increase in size of existing facilities necessitated by Applicant's estimated gas requirements associated with Distribution Extension Facilities.

Estimated Construction Costs or Construction Costs - The estimated costs of all facilities necessary to construct and install the Off-Site Distribution Main Extension, On-Site Distribution Extension, Service Lateral Extension, or Distribution Reinforcement, including satisfactory rights-of-way and shall not include or be determined with reference to provision for additional capacity, size or strength in excess of that necessary to meet the requirements of the Company's standards required to serve the load. Standardized costs may be utilized as the estimated cost for certain On-Site Distribution Extensions and Service Lateral Extensions as stated throughout this Distribution Extension Policy. Necessary costs shall be determined with the Company's standard unit construction costs.

Extension Completion Date - The date on which the construction of an Off-Site Distribution Main Extension, On-Site Distribution Extension, Service Lateral Extension, or Distribution Reinforcement is completed as shown by the Company's records.

Facilities Extension Agreement - A general term for the agreements between the Company and Applicant that set forth the terms and conditions of providing the requested extension service in addition to this Distribution Extension Policy. The Company has four (4) such agreements: 1) Off-Site Distribution Main Extension Agreement, 2) On-Site Distribution Extension Agreement, 3) Residential Service Lateral Agreement, and 4) Commercial Service Lateral Agreement.

ADVICE LETTER NUMBER951		ISSUE DATE	August 26, 2019
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# PUBLIC SERVICE COMPANY OF COLORADO

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RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

DEFINITION OF TERMS - Cont'd

<u>Farm Tap</u> - A tap and small meter station connected by the Company to a Transmission Main that serves one or more Customers of a LDC Customer having a peak day flow not to exceed 250 dekatherms per day. The Company shall install, own, operate and maintain the meter for service to the Company's Customers; however, a LDC Customer shall install, own, operate and maintain the meter for service to its Customers.

<u>Frontage</u> - The per foot length across the front or back of a lot (depending where the Company's facilities are located), from property line to property line.

Grandfathered Applicants - Residential or Commercial Applicants who requested extensions and executed a Distribution Main Extension Agreement and/or a Construction Agreement, as defined in the grandfathered tariff sheets, the Service Lateral Extension and Distribution Main Extension Policy, prior to October 1, 2019.

Incremental Service Charge - An Incremental Service Charge is the revenue requirement factor expressed as an annual percentage as approved by the Commission in the latest Phase II Rate Case to cover the on-going costs for insurance, reserve for replacement, license and fees, taxes, operation and maintenance, and appropriate allocable administrative expenses associated with the facilities installed. The monthly Incremental Service Charge without a capital component shall be eleven percent (11%) divided by twelve (12). In addition, the Incremental Service Charge may also include a capital component in the event that the LDC Customer and the Company agree that the Company will advance the LDC Customer the Construction Costs in excess of the Construction Allowance. The Incremental Service Charge shall be billed monthly and applied by multiplying the applicable revenue requirement factor for the type of facilities installed times the cost of the facilities divided by twelve (12).

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RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

DEFINITION OF TERMS - Cont'd

Indeterminate Service - Service for gas Off-Site Distribution Main Extensions, On-Site Distribution Extensions, and Service Lateral Extensions for service which is of an indefinite or indeterminate nature, as determined by the Company, such as that required by, but not limited to (a) speculative commercial development of property for sale; (b) mines, quarries, sand pits, oil wells, and other enterprises of more or less speculative characteristics; or (c) all other service neither Permanent Service nor Temporary which applicable.

Local Distribution Company Customer or LDC Customer - A Customer in the business of distributing and selling gas to retail Customers in Colorado that operates a gas pipeline system that is interconnected with and receives gas deliveries from the Company's System.

LDC Meter Station - An LDC Meter Station is a metering facility other than a Farm Tap that is installed, owned, and maintained by either the Company or a LDC Customer for the purpose of measuring deliveries of natural gas from the Company to the LDC Customer. An LDC Meter Station shall consist of one or more meters or measurement devices and piping, and may include valves, straightening vanes, filters or strainers, instruments, control lines, pressure regulating equipment, telemetry, and housing.

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

Meter Set - Gas meter, Meter Piping, meter regulator and materials N necessary to facilitate installation of gas meter from the end of a N Service Lateral Extension to Customer owned equipment as determined by N Company.

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

ADVICE LETTER ISSUE NUMBER 1022 DATE October 26, 2023

REGIONAL VICE PRESIDENT, DECISION/

PROCEEDING C22-0642 Rates & Regulatory Affairs NUMBER

**EFFECTIVE** DATE November 1, 2023

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Second Revised R68 Sheet No. Cancels First Revised R68 Sheet No.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

DEFINITION OF TERMS - Cont'd

Methodology for Calculation of Construction Allowance - The methodology the calculation of the Service Lateral portion Construction Allowance represents the allocated gross plant in-service to each customer class divided by the number of customers in each customer

The methodology used for the calculation of the On-Site Distribution portion of the Construction Allowance represents the allocated gross plant in-service to each customer class divided by the number of customers in each customer class, or per Dekatherm (Dth) demand by customer class. The methodology is subject to review and appropriate revisions by filing with the Commission new Construction Allowances in the Construction Allowances by Customer Class and Rate Schedule section of this Gas Tariff.

Off-Site Distribution Main Extension - Distribution Mains or Transmission including all appurtenant facilities, except meters, installations and Customer regulator facilities, necessary to supply Applicants and subsequent Applicants. An Off-Site Distribution Main Extension may include a Transmission Main as determined by Company in its reasonable discretion.

Off-Site Distribution Main Extension Agreement - An agreement between the Company and Applicant that sets forth the terms and conditions of providing the requested Off-Site Distribution Main Extension in addition to this Distribution Extension Policy, including but not limited to the Construction Costs of an Off-Site Distribution Main Extension, the Off-Site Distribution Main Extension Credit, as well as the Construction Payment required from the Applicant. The Off-Site Distribution Main Extension Credit is not available for applications dated on or after November 1, 2023 unless terminated earlier pursuant to Commission $\mid_{ ext{TN}}$ decision.

Off-Site Distribution Main Extension Credit - The Off-Site Distribution Main Extension Credit is a twenty-eight percent (28%) credit applied to an Applicant's Construction Costs for an Off-Site Distribution Extension. In the event that excess Construction Allowance is awarded to an Off-Site Distribution Main Extension, this credit shall be applied after the Construction Allowance has been applied. In no event shall the total amount refunded to any Customer exceed the total Construction Payment made by that Customer. The Off-Site Distribution Main Extension Credit is not available for applications dated on or after November 1, 2023 unless terminated earlier pursuant to Commission decision.

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NUMBER 1007 DECISION/

C22-0804

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE December 20, 2022

**EFFECTIVE** DATE January 1, 2023

ADVICE LETTER

PROCEEDING

NUMBER

	COLO. PUC No. 6 Gas		
PUBLIC SERVICE COMPANY OF COLORADO			- 50
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RULES AND	REGULATIONS		
NATURAL	GAS SERVICE		
DISTRIBUTION	EXTENSION POLICY		1
DEFINITION OF	TERMS - Cont'd		
On-Site Distribution Extension Mains, including all appurtent installations, and Customer regiservice to Applicant and subtractions of Residential or mixed use of Residential controls.	ant facilities, except gulator facilities, nece osequent Applicants lo	meters, essary to cated wit	meter supply hin a
On-Site Distribution Extension Company and Applicant that se providing the requested On-Site this Distribution Extension Allowance that the Company will an On-Site Distribution Extensi net of Construction Allowance to Distribution Extension Agreemen per lot cost when single famil average of sixty feet (60 ft.) upon the location of the Comp townhome lots that are greater of frontage or rear lot, or req not limited to, compaction and/ (4) inches, will be based upo constructing and installing the supply the service requested by	ts forth the terms and Distribution Extension Policy, including the apply towards the Constitute of the Applets shall be based upon by and townhome lots are of frontage or rear location as facilities. Since the the average of six puring non-standard wor or boring and/or pipe is on Company's estimate the facilities necessary.	d condition in addition in addition construction Construction Policant. On a standate limited to line depended family feet (6 k including excess on the construction in excess on the construction in additional c	ons of ion to uction sts of ayment n-Site rdized to an endent y and 0 ft.) g, but f four est of
Permanent Service - Service for On-Site Distribution Extensions the use of service is to be persupport the necessary investmen	s, and Service Lateral I rmanent and where suffic	Extensions	where

ADVICE LETTER NUMBER 951

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

August 26, 2019

EFFECTIVE DATE

October 1, 2019

DECISION/ PROCEEDING <u>C19-0634</u> NUMBER

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RULES AND REGULATIONS

NATURAL GAS SERVICE

#### DISTRIBUTION EXTENSION POLICY

# DEFINITION OF TERMS - Cont'd

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

Reinforcement - An increase in size or number of existing facilities necessitated by Applicant's estimated gas requirements.

Residential Applicant - For purposes of this Distribution Extension Policy, Residential Applicants are Applicants who request service for themselves or on behalf of future Customers which will take service under the following Rate Schedules: Schedules RG.

Residential Service Lateral Agreement - An agreement between the Company and Applicant that sets forth the terms and conditions of providing the requested Residential Service Lateral in addition to this Distribution Extension Policy, including the Construction Payment and the Construction Allowance. At the discretion of the Company, invoice for the Construction Payment for a Residential Service Lateral $|_{
m N}$ Extension may be sent to Applicant after construction has been  $|_{
m N}$ completed.

Service Lateral or Service Lateral Extension - The supply pipe installed by Company extending from the Transmission Main Distribution Main to and including the first valve or cock on the main side of the meter necessary to supply service to Applicant.

Service Lateral Agreement - Refers to either a Residential Service Lateral Agreement or a Commercial Service Lateral Agreement depending on whether the Applicant is a Residential Applicant or a Commercial Applicant.

Temporary Service - Service for On-Site Distribution Extensions, Off-Site Distribution Main Extensions, and Service Lateral Extensions

where service is known to be of a temporary nature. If Temporary Service is continued for more than eighteen (18) months following the Extension Completion Date, the nature of such continued service will be evaluated and, if appropriate, reclassified as Indeterminate Service or Permanent Service.

ADVICE LETTER ISSUE NUMBER 1004 DATE October 27, 2022 REGIONAL VICE PRESIDENT, DECISION/ **EFFECTIVE** C22-0642 November 1, 2022 PROCEEDING Rates & Regulatory Affairs DATE

# COLO. PUC No. 6 Gas

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# PUBLIC SERVICE COMPANY OF COLORADO

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RULES AND	REGULATIONS			
NATURAL	GAS SERVICE			
DISTRIBUTION	EXTENSION POLIC	Y		
DEFINITION OF	TERMS - Cont'c	l		
<u>Transmission Main</u> - Natural gas located upstream of distributio and operate at higher pressures	n areas, that m	ay be la:	rger in di	ameter
Uneconomic Extension - An Uneconoff-Site Distribution Main Extension the Company's closest available Allowance that may be awarded to Distribution Main Extension is the total Estimated Construction Main Extension.	nsion of over a capacity and w o Applicant(s) less than twent	half-milhen the (for an Office grant)	le distanc Constructi ff-Site percent (2	e from on
ADVICE LETTER NUMBER 951		ISSUE DATE <u>A</u>	ugust 26,	2019
	L VICE PRESIDENT, Regulatory Affairs	EFFECTIVE DATE	ctober 1,	2019

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 First Revised
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RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

# GAS METER AND PIPING INSTALLATIONS

Company will furnish the appropriate meter and Customer regulators to supply Applicant's requirements and install same along with associated Meter Piping defined as Meter Set. Applicant will provide all facilities necessary for proper meter and regulator installation in conformance with the Company's standards for such installation. Separate charges will be made for meter piping to additional meter locations in the same building except in the case of a meter header. Customer is responsible for fifty N percent (50%) of applicable initial standardized Meter Set costs as N Customer Payment to Service Lateral Agreement.

Title to Service Lateral Extensions, Meter Piping, meters, and regulators shall at all times vest in Company.

# CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS

# PERMANENT SERVICE

NUMBER

Permanent Service is applicable to Off-Site Distribution Main Extensions, On-Site Distribution Extensions, and Service Lateral Extensions where the use of service is to be permanent.

For gas service of a permanent character, the Company will provide a Construction Allowance for necessary On-Site Distribution Extension, Residential Service Lateral facilities based on the gross embedded distribution plant investment per Customer or per Dekatherm (Dth). The remainder of the Construction Cost shall be paid by the Applicant as a Construction Payment. The Construction Allowances and Construction Costs and Credits are listed on the sheets entitled Construction Allowance by Customer Class and Rate Schedule and Standard Construction Costs and Credits for each of the various classes of service.

For governmental entities, Applicant may elect to have the Company advance the Construction Payment for a Facilities Extension Agreement for the duration of the construction period as follows. The Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC)

The Company shall bill the governmental for the Construction Cost and Applicant within thirty after (30)days Extension Completion Date. The governmental Applicant shall pay the Company within ninety (90) days after the Extension Completion Date.

ADVICE LETTER NUMBER 1022 ISSUE DATE October 26, 2023

DECISION/ PROCEEDING C22-0642 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs PATE November 1, 2023

 First Revised
 Sheet No.
 R73

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RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - Cont'd

PERMANENT SERVICE - Cont'd

# Off-Site Distribution Main Extension

Applicant or Applicants shall be required to pay prior to construction as part of the Off-Site Distribution Main Extension Agreement a non-refundable Construction Payment for all Estimated Construction Costs for gas Distribution Extension Facilities necessary to serve Applicant or Applicants. The Construction Payment will be reduced by the Off-Site Distribution Main Extension Credit, if Tapplicable. Service Lateral Extensions shall not be considered part of T the Distribution Extension Facilities necessary to serve an Off-Site Distribution Main Extension. Should excess Construction Allowance exist on an On-Site Distribution Extension requested by the same Applicant, as part of the same project as the Off-Site Distribution Main Extension, then such excess shall also be awarded to the Off-Site Distribution Main Extension thus further reducing the Construction Payment. In the event that excess Construction Allowance is awarded to an Off-Site Distribution Main Extension, the Off-Site Distribution T Main Extension Credit, if applicable, shall be applied after the  ${\mathbb T}$ Construction Allowance has been applied. In no event shall the total amount refunded to any Customer exceed the total Construction Payment made by that Customer.

# On-Site Distribution Extension

NUMBER

Applicant or Applicants shall be required to pay prior to construction as part of the On-Site Distribution Extension Agreement a non-refundable Construction Payment for Distribution Extension Facilities necessary to serve Applicant or Applicants' On-Site Distribution Extension less the applicable Construction Allowance. Service Lateral Extensions shall not be considered part of the Distribution Extension Facilities necessary to serve an On-Site Distribution Extension. On-Site Distribution Extension Construction Costs will be based upon a standardized per lot cost based on an average of sixty feet (60 ft.) of frontage or rear lot line dependent

upon the location of the Company's facilities. Should this standardized lot size not be applicable given the nature of the On-Site Distribution Extension in the Company's sole discretion, an estimated cost of the On-Site Distribution Extension will be derived by the Company.

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CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - Cont'd

PERMANENT SERVICE - Cont'd

# On-Site Distribution Extension - Cont'd

Company shall execute an On-Site Distribution Extension Agreement after the Applicant submits to the Company an approved final plat of the subdivision that is approved by the local governmental entity with authority to approve the final plat. The standardized per lot cost is listed on the Construction Costs and Credits sheet in this Gas Tariff.

An On-Site Distribution Extension shall be separate and distinct from any Off-Site Distribution Main Extension. In the event that Applicants require both types of extensions, separation between the Off-Site Distribution Main Extension and the On-Site Distribution Extension shall be at a Point of Delivery determined by the Company.

Construction Allowance Should excess exist on Distribution Extension requested by the same Applicant, as part of the same project as the Off-Site Distribution Main Extension, then such excess shall also be awarded to the Off-Site Distribution Main Extension thus further reducing the Construction Payment.

In the event that excess Construction Allowance is awarded to an Off-Site Distribution Main Extension, the Off-Site Distribution Main Extension Credit, if applicable, shall be applied Construction Allowance has been applied. In no event shall the total amount refunded to any Customer exceed the total Construction Payment made by that Customer.

# Residential Service Lateral Extension

The cost responsibility of the Applicant for a Residential Service Lateral Extension will be based upon a standardized cost for the first 100 feet (100 ft.) of the Residential Service Lateral including 1 (one) standardized Meter Set and a standardized per foot T cost thereafter for extensions longer than one hundred feet (100 ft.) and additional standardized Meter Set. At the discretion of the

Company, an invoice for the Construction Payment for a Residential Service Lateral Extension may be sent to Applicant after construction has been completed. Both the standardized cost, per foot costs, and additional standardized per Meter Set cost are listed on the Standard Construction Costs and Credits sheet of this Gas Tariff.

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CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - Cont'd

PERMANENT SERVICE - Cont'd

# Commercial Service Lateral Extension

For Commercial Service Lateral Extensions, Commercial Applicant or Applicants that request a Service Lateral Extension be installed by Company shall be required to pay the Company prior to construction as a non-refundable Construction Payment for all estimated and standardized costs for the Commercial Service Lateral Extension in excess of the Commercial Service Lateral Construction Allowance when applicable.

# Natural Gas Vehicle Fueling Stations

For Applicants who execute a Facilities Extension Agreement after the effective date of this Gas Tariff, the Construction Payment, Construction Allowance, and/or Off-Site Distribution Main Extension Credit, if applicable, is dependent on the applicable Distribution Extension Facilities service requested (On-Site Distribution Extension, Off-Site Distribution Main Extension, or Service Lateral), as determined by the Company. The Company will determine such eligibility in the same manner as it does for other customers who receive service with a permanent character.

For Grandfathered Applicants that have a Distribution Main Extension Agreement executed for Natural Gas Vehicle (NGV) fueling stations prior to the effective date of this Gas Tariff, Grandfathered Applicant or Applicants shall be required to pay to the Company as a Construction Payment all estimated costs for necessary gas On-Site Distribution Extensions, Off-Site Distribution Main Extensions, and Service Lateral Extensions. Regarding additional facilities necessary to serve the NGV fueling portion of the NGV fueling station total annual usage, said Construction Payment may be reduced by an award of Construction Allowance in part or in its entirety for a period of five (5) years after the Extension Completion Date. After said five (5) year period has expired, Construction Allowance will no longer be

available. All non-fueling usage of the NGV fueling station shall be determined by the Company as Permanent Service, Indeterminate Service, or Temporary Service as applicable.

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DISTRIBUTION EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - Cont'd

# INDETERMINATE SERVICE

Indeterminate Service is applicable to gas On-Site Distribution Extensions, Off-Site Distribution Main Extensions, and Service Lateral Extensions for service which is of an indefinite or indeterminate nature such as that required by, but not limited to (a) speculative commercial development of property for sale; (b) mines, quarries, sand pits, oil wells, and other enterprises of more or less speculative characteristics; or (c) all other service to which neither Permanent Service nor Temporary Service is applicable.

For gas service of an indeterminate character under an On-Site Distribution Extension Agreement, Off-Site Distribution Main Extension Agreement, or Service Lateral Agreement, Applicant or Applicants shall be required to pay the Company the entire Estimated Construction Cost for necessary On-Site Distribution Extension, Off-Site Distribution Main Extension, and Service Lateral Extension facilities as a non-refundable Construction Payment less any applicable Off-Site Distribution Main Extension Credit.

# TEMPORARY SERVICE

Temporary Service is applicable to gas On-Site Distribution Extensions, Off-Site Distribution Main Extensions, and Service Lateral Extensions where service is of a known temporary nature. If Temporary Service is continued for more than eighteen (18) months following the Extension Completion Date the nature of such continued service will be evaluated and, if appropriate, reclassified as Indeterminate Service or Permanent Service.

For gas service of a temporary character, Applicant or Applicants shall be required to pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost of installing and removing all necessary gas On-Site Distribution Extension, Off-Site Distribution Main Extension, and Service Lateral Extension facilities less the estimated salvage value.

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DISTRIBUTION EXTENSION POLICY

EXTENSIONS FOR A LOCAL DISTRIBUTION COMPANY CUSTOMER

# OFF-SITE DISTRIBUTION MAIN EXTENSIONS AND DISTRIBUTION REINFORCEMENTS

Extensions, Distribution Main Reinforcements, Distribution Reinforcements using additional Compression Station capacity by the Company to provide new or additional transportation service to an LDC Customer may be mutually agreed to by Company and the LDC Customer under a Gas Transportation Service Agreement in instances where the revenue derived from such Gas Transportation Service Agreement provides the Company an assured and continuous stream of revenue sufficient to support the necessary investment and other ongoing costs associated therewith. Company will not enter into an Off-Site Distribution Main Extension Agreement for any new facilities or Reinforcement where the LDC Customer is being served pursuant to a standard Firm or Interruptible Transportation Service Agreement which includes a one-year service term and subsequent one-year terms thereafter.

Prior to the Company's construction under an Off-Site Distribution Main Extension or Reinforcement to serve an LDC Customer, the LDC Customer shall enter into a Firm or Interruptible Gas Transportation Service Agreement that has a term of at least five (5) years, or other term as mutually agreed upon by the parties. The Gas Transportation Service Agreement will also include provisions such that the LDC Customer agrees to pay to the Company, commencing as of a date specified in the Agreement and each month thereafter during the agreement term, a specified minimum monthly amount for Firm Capacity Reservation Charges or a specified minimum amount of Usage Charges, or both.

The Company shall provide the Construction Cost for an Off-Site Distribution Main Extension and/or Reinforcement up to a maximum of the Transportation Credit based on PDQ applicable to the transportation service requested by the LDC Customer and provided for in the Gas Transportation Service Agreement. The level of the Transportation Credit, as determined by the Company, shall depend upon the term of the Gas Transportation Service Agreement and be in proportion to the level of any minimum monthly amount for Firm Capacity Reservation Charges and/or minimum amount of Usage Charges as set forth in the Gas Transportation Service Agreement. The amount of the Transportation Credit per dekatherm usage is listed on the sheet entitled Standard Construction Costs and Credits in this Gas Tariff.

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EXTENSIONS FOR A LOCAL	DISTRIBUTION COMPANY CU	STOMER - Cont'd
OFF-SITE DISTRIBUTION MAIN EXT. Cont'd  In the event that the Coredit for an Off-Site Dist Reinforcement, the Company an (1) the LDC Customer shall pransportation Credit as a Payment and also pay an Increshall cover the Construction authorized rate of return, practice that the LDC Customer; or (3) in lieu or pay all or any combination of Capacity Reservation Charges. Incremental Service Charges. Construction Payment options Interruptible Gas Transportation the LDC Customer.	Construction Costs exception the LDC Customer may any all Construction Construction Construction Construction Construction Construction Construction Construction Payment and recover the Construction Payment an additional minimum may a minimum amount of the provisions regards shall be set for	eed the Transportation on or a Distribution we mutually agree that: ests in excess of the efundable Construction e; or (2) the Company the investment at its recover on-going costs monthly charges to the nt, the Customer shall nonthly amount for Firm f Usage Charges, and ding any of the above th in the Firm or
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DISTRIBUTION EXTENSION POLICY

EXTENSIONS FOR A LOCAL DISTRIBUTION COMPANY CUSTOMER - Cont'd

# FARM TAPS

In the event that an LDC Customer desires a Farm Tap as a stand-alone request (separate from an Off-Site Distribution Main Extension Distribution Reinforcement) or as part of an Off-Site Distribution Main Extension or Distribution Reinforcement, and the Company determines in its sole discretion that it will provide the requested Farm Tap, the Company shall install, own, operate, and maintain only those facilities on the supply side of the Point of Delivery and cover a portion of Construction Costs up to the maximum applicable Transportation Credit. the event that the Construction Costs exceed the maximum applicable Transportation Credit, the Company and the LDC Customer may mutually agree that: (1) the LDC Customer shall pay all Construction Costs for the Farm Tap, including such costs in excess of any applicable credits, as a nonrefundable or refundable Construction Payment and also pay an Incremental Service Charge; or (2) the Company shall cover the Construction Payment and recover the investment at its authorized rate of return, plus the Company may recover on-going costs through an Incremental Service Charge as part of the monthly charges to the LDC Customer; or (3) in lieu of a Construction Payment, the Customer shall pay all or any combination of an additional minimum monthly amount for Firm Capacity Reservation Charges, a minimum amount of Usage Charges and Incremental Service Charges. The provisions regarding any of the above Construction Payment options for Farm Taps shall be as set forth in the Firm or Interruptible Gas Transportation Service Agreement between the Company and the LDC Customer.

# LDC METER STATIONS

In the event that an LDC Customer requires either a new LDC Meter Station, increased capacity or increased pressure at an existing LDC Meter Station owned by the Company, there are two (2) options available to the LDC Customer. The first is for the LDC Customer to install, own, operate, and maintain the LDC Meter Station. In the event that the LDC Meter Station is new, the LDC Customer shall install, at its sole expense, all facilities for the LDC Meter Station, except the metering facilities and metering installation required by the Company for the measurement of service, as well as the facilities between the LDC Meter Station and the Company's Distribution Main or Transmission Main. The Company's Construction Costs to tie the LDC Customer's pipeline system into the Company's Distribution Main shall be charged to the LDC Customer as set forth below.

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DISTRIBUTION EXTENSION POLICY

EXTENSIONS FOR A LOCAL DISTRIBUTION COMPANY CUSTOMER - Cont'd

# LDC METER STATIONS - Cont'd

The second option is for the LDC Customer to purchase from the Company the existing LDC Meter Station facilities, as well as the facilities between the LDC Meter Station and the Company's Distribution Main or Transmission Main to the extent not used to provide service to any other Company Customers, the amount of which is to be as negotiated between the LDC Customer and the Company. After any such purchase by the LDC Customer, the LDC Customer shall install, at its sole expense, all facilities for the LDC Meter Station, except the metering facilities and metering installation required by the Company for the measurement of service. To the extent that the Company incurs Construction Costs to tie the LDC Customer's pipeline system into the Company's System shall be charged to the LDC Customer as set forth below.

In the event that the LDC Customer requests the Company to add either a new LDC Meter Station, increased capacity or increased pressure at an existing LDC Meter Station owned by the Company as a stand-alone request or as part of an Off-Site Distribution Main Extension or Distribution Reinforcement, and the Company determines in its sole discretion that it will provide the requested LDC Meter Station, the Company shall install, own, operate, and maintain the specific Distribution Main attributable to the LDC Meter Station between the existing Distribution Main and the first above ground fitting and cover a portion of the Construction Costs up to the maximum applicable Transportation Credit or Commercial Service Lateral Construction Allowance.

In the event that the Construction Costs exceed the maximum applicable Transportation Credit or Commercial Service Lateral Construction Allowance, the Company and the LDC Customer may mutually agree that: (1) the LDC Customer shall pay all Construction Costs for the LDC Meter Station, including such costs in excess of any applicable credits, as a nonrefundable Construction Payment and also pay an Incremental Service Charge; or (2) the Company shall cover the Construction Payment and recover the investment at its authorized rate of return, plus the Company may recover on-going costs through an Incremental Service Charge as part of the monthly charges to the LDC Customer; or (3) in lieu of a Construction Payment, the Customer shall pay all or any combination of an additional minimum monthly amount for Firm Capacity Reservation Charges, a minimum amount of Usage Charges and Incremental Service Charges. The provisions regarding

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any of the above Construction Payment options for LDC Meter Stations shall be as set forth in the Firm or Interruptible Gas Transportation Service Agreement

between the Company and the LDC Customer.

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DISTRIBUTION EXTENSION POLICY

# CUSTOMER'S REINFORCEMENTS

Any required Reinforcement other than for an LDC Customer shall generally recognize the provisions of this Distribution Extension Policy in accordance with individual agreements between Applicant and Company based upon the amount, character and permanency of the load. distribution system Reinforcement is required for serving an existing Customer's gas service from Company, Company shall make such Reinforcement of the distribution system as follows: for a Residential or small Commercial Customer that receives service under a rate schedule for which the Construction Allowance is not based on the Peak Day Quantity (PDQ), related to the Customer's total load requirements, Company will make such For all Customers that receive service Reinforcements at its expense. under a rate schedule for which the Transportation is based on PDQ, such reinforcement shall be an Off-Site Distribution Main Extension where the Construction Cost shall include the Company's cost to reinforce the system, as well as the cost of new Distribution Extension Facilities necessary to serve the Customer's total load, less the applicable Transportation Construction Allowance for the added load.

For purposes of this section, all Reinforcement for new Residential or Commercial development shall be considered non-residential and the developer shall be responsible for Reinforcement costs. In the event that the Reinforcement is only required to serve a new Residential Customer's gas service for a single lot that is not part of a proposed new Residential or Commercial development, as shown on a final plat approved by the Company, the Company may make such Reinforcement at its expense, not including any applicable Residential Service Lateral costs.

All Reinforcements for LDC Customers shall be subject to the provisions of the Extensions for Local Distribution Company Customer section of this Extension Policy.

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CUSTOMER'S REINFORCEMENTS - Cont'd

# COMPRESSOR STATIONS

In the event that the Company determines that an LDC Customer requires either a new Compressor Station owned by the Company or increased pressure at an existing Compressor Station that requires the installation of one or more additional compressor(s), such incremental Compressor Station costs attributable to the LDC Customer may be included in the Off-Site Distribution Main Extension or Reinforcement, less the Transportation Credit.

In the event that the Company determines that a Non-LDC Customer requires either a new Compressor Station or increased pressure at an existing Compressor Station that requires the installation of one or more additional compressor(s) for Permanent Service, such incremental Compressor Station costs attributable to the Non-LDC Customer may be included in the Off-Site Distribution Main Extension or Reinforcement, less the Transportation Credit.

If the Company determines that the investment in said Compressor Station is required to serve a LDC or Non-LDC Customer, the Company and the Customer may mutually agree that: (1) the Customer shall be required to pay the Company, prior to construction, as a non-refundable Construction Payment all estimated costs in excess of any applicable credits and pay an Incremental Service Charge; or (2) the Company shall cover the Construction Payment and recover the investment at its authorized rate of return, plus the Company may recover on-going costs through an Incremental Service Charge as part of the monthly charges to the Customer; or (3) in lieu of a Construction Payment, the Customer shall pay all or any combination of an additional minimum monthly amount for Firm Capacity Reservation Charges, a minimum amount of Usage Charges and Incremental Service Charges. The provisions regarding any of the above Construction Payment options for Compressor Stations shall be set forth in the Firm or Interruptible Gas Transportation Service Agreement between the Company and the Customer.

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# EXCESS FACILITIES

In those instances where Company agrees to provide Distribution Extension Facilities at Customer's request in excess of the facilities necessary to supply service to Customer, Customer shall be required to contract to pay Company for such facilities as a non-refundable contribution and to pay Company monthly an Incremental Service Charge to cover the costs for such facilities based on the non-refundable contribution amount. Excess Facilities include but are not limited to excess pressure capability over that which the Company designs to install and/or situations where the Customer wants and the Company agrees to install facilities along a different route than that which the Company designs. Such Excess Facilities shall at all times be installed, owned, operated, and maintained by the Company.

# EXCEPTION

In situations involving Distribution Main Extensions where both: 1) a person(s) or entity(ies) in the Company's service territory desires to convert to natural gas service from other fuel sources, and 2) the Company determines the extension is of such a length that would cause a prohibitive or unduly burdensome cost on the future gas Customer(s) to convert service, the Company may provide service under the following conditions:

The Construction Payment for such a Distribution Main Extension will be based upon the Company's Estimated Construction Cost of constructing and installing the facilities necessary to adequately supply the Off-Site Distribution Main Extension requested by Applicant, less an Off-Site Distribution Main Extension Credit, if Tapplicable. The Estimated Construction Costs for a Distribution Main Extension will include projected interest expense, at the Company's after tax weighted average cost of capital rate, for the Company carrying said Construction Costs during the conversion period.

Construction Payments made in accordance with this Exception section will be less any applicable Off-Site Distribution Main  $^{\rm T}$  Extension Credit and due prior to the permanent meter set date.

The provisions under this Exception shall not include or apply to Service Lateral Extensions or on site extensions.

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# UNECONOMIC EXTENSIONS

For Uneconomic Extensions, the Company, under its sole discretion, may investigate the possibility of allowing Applicant(s) to be served by another utility as set forth in the General Provisions section of this Distribution Extension Policy.

# CONSTRUCTION COST ESTIMATE

The Company shall provide Applicant a Construction Cost estimate as follows:

Preliminary Plat Estimate - If an Applicant has a preliminary plat for a subdivision, they may acquire a preliminary design and Construction Cost estimate (including documented Applicant inputs and assumptions) by submitting the preliminary plat and site drawing, anticipated service needs, anticipated timing of construction, requirements as requested by the Company. Upon receipt of the required information the Company will provide a preliminary drawing and Construction Cost estimate to the Applicant within ninety (90) days. The preliminary design and Construction Cost estimate may be subject to change based on new or different information about the subdivision than was provided by the Applicant to establish the preliminary drawing and Construction Cost estimate(s). Exceptions to the ninety (90) day requirement include master planned communities, multi-phase or multiyear developments, or other large projects and mixed use developments that may require multiple design estimates.

Final Plat Estimate - If an Applicant has a final plat for a subdivision, they may acquire a final design and Construction Cost estimate (including documented Applicant inputs and assumptions, and known system reinforcements that may be necessary to serve the subdivision at the time of application) by submitting the final plat, site drawing, estimated loads, installation dates, and other requirements as requested by the Company. Upon receipt of the required information the Company will provide a final design and Construction Cost estimate to the Applicant within sixty (60) days. The final plat drawing Construction Cost estimate mav be subject to change based on new or different information about the subdivision than was provided by the Applicant to establish the final drawing and Construction Cost Exceptions to the sixty (60) estimate(s). requirement include master planned communities, multiphase or multi-year developments, or other large

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projects and mixed use developments that may require

multiple design estimates.

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# DISTRIBUTION EXTENSION POLICY

# CONSTRUCTION COST ESTIMATE - Cont'd

The Application for Gas Service is available on the Company's website. For gas service requests involving large and or complex configurations, as determined by the Company, the Company shall provide the Applicant the estimated time that it will require to provide an estimate of Construction Costs.

# APPLICABILITY LIMITATION

The foregoing Distribution Extension Policy applicability is limited by the following conditions:

The Company's Estimated Construction Costs and Applicant's Construction Payments as calculated for each Off-Site Distribution Main, On-Site Distribution, or Service Lateral Extension will become void following a period of one hundred and twenty (120) days from the time an extension request is received by Company or a period of sixty (60) days following a written estimate being provided by Company, whichever period ends later. If an Off-Site Distribution Main Extension Agreement, On-Site Distribution Agreement, or Service Lateral Extension Agreement in writing is not fully executed within 120 days, the Company, at its sole discretion, may extend said time period.

Construction Cost estimates will not be made for any portion of an extension that cannot be completed in a normal manner, i.e., following accepted construction practices, within one hundred and twenty (120) days after execution of the Off-Site Distribution Main Extension Agreement, On-Site Distribution Agreement, or Service Lateral Agreement, which amount will be determined in an engineering estimate prepared by the Company at the time the written estimate is prepared, and such amount will be specified in the written estimate. Any portion of an extension which is not completed in a normal manner, i.e., following accepted construction practices, within the one hundred and twenty (120) day period from the execution of the Off-Site Distribution Main Extension Agreement, On-Site Distribution Agreement, or Service Lateral Extension Agreement will be struck from the Agreement and Applicant's Construction Payment will be updated accordingly, unless the delay is caused by the Company, in which event the

Construction Payment will become interest bearing, with the Company to pay interest at the rate it currently pays on residential security deposits, and the construction will not be struck from the Off-Site Distribution Main Extension Agreement, On-Site Distribution Agreement or Service Lateral Extension Agreement under such circumstances.

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# STANDARD CONSTRUCTION COSTS AND CREDITS

Construction Costs

Residential On-Site Distribution Extension Per Lot Cost \$ 1,688 Residential Service Lateral Extension < 100 Ft. Cost \$ 1,375 Residential Service Lateral >100ft. Cost Per Foot \$ 9.46

Per Meter Set Costs (customer share)
Residential Per Meter Set Cost \$ 145
CSG Per Meter Set Cost \$ 845
All Other Per Meter Set Cost \$ 3,169

Off-Site Distribution Main Extension Credit (not available for applications dated on or after November 1, 2023 unless terminated earlier pursuant to Commission decision)

Off-Site Distribution Main Extension Credit

28.00%

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The above costs and credits may be recalculated and revised from time to time as determined necessary by the Company based on the same method(s) as approved by the Commission. An additional charge may be applicable for special items, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to frost conditions and rock conditions.

The Off-Site Distribution Main Extension Credit is a twenty-eight percent (28%) credit applied to an Applicant's Construction Costs for an Off-Site Distribution Main Extension. In the event that excess Construction Allowance is awarded to an Off-Site Distribution Main Extension, this credit shall be applied after the Construction Allowance has been applied. The Off-Site Distribution Main Extension Credit is not available for applications dated on or after November 1, 2023 unless terminated earlier pursuant to Commission decision.

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# CONSTRUCTION ALLOWANCE BY CUSTOMER CLASS AND RATE SCHEDULE

Service Class and Rate Schedules	Constr	ruction Allowance
S —	Service Lateral Portion	On-Site Distribution Main Portion
Residential		
Schedule RG	\$372	\$331
Commercial		
Schedule CSGSchedule CLG		\$3.60/DTH \$2.77/DTH
nterruptible		
Schedule IG	\$1,471	\$0.82/DTH
Transportation		
Schedule TFSSchedule TFLSchedule TI	\$1,471	\$3.60/DTH \$2.77/DTH \$0.82/DTH
Note: The Distribution Main portion of reduced at the same percentage that liscounted.		

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# DISTRIBUTION EXTENSION POLICY

# ON-SITE STANDARD CONSTRUCTION COSTS AND CONSTRUCTION ALLOWANCE WORKSHEET

	Per Lot Standard Cost \$		•	Construction Allowance \$		Customer Responsibility \$		
Gas	\$	1,688	1	\$	(331)	2	\$	1,357

1 Standard Construction Costs and Credits - On-Site Distribution Extension Per Lot Cost

An additional charge may be applicable for special items, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to frost conditions and rock conditions.

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<sup>&</sup>lt;sup>2</sup> Gas Residential Construction Allowance - Distribution Main Portion

Third Revised R89 Sheet No. Cancels R89 Second Revised Sheet No. -

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

RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

# RESIDENTIAL SERVICE LATERAL CONSTRUCTION COSTS AND CONSTRUCTION ALLOWANCE WORKSHEET

	ervice ateral					
Residential Service Lateral up to 100ft.	andard ost \$		Constructio n Allowance \$		Customer ponsibility \$	
Gas	\$ 1,375	1	\$ (372)	2	\$ 1003	I

An additional charge may be applicable for special items, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to frost conditions and rock conditions.

ADVICE LETTER NUMBER

DECISION

1022

C22-0642

REGIONAL VICE PRESIDENT

Rates & Regulatory Affairs

ISSUE DATE

October 26, 2023

**EFFECTIVE** DATE

November 1, 2023

<sup>&</sup>lt;sup>1</sup> Standard Construction Costs and Credits - Service Lateral Extension < 100 ft. Cost

<sup>&</sup>lt;sup>2</sup> Gas Residential Construction Allowance - Service Lateral Portion

	COLO. PUC No. 6 Gas		
PUBLIC SERVICE COMPANY OF COLORADO			
	<u>Original</u>	Sheet No	<u>R90</u>
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No. —	
RULES A	ND REGULATIONS		
NATURA.	L GAS SERVICE		
REQUESTS FO	OR CUSTOMER DATA		
The Company will not disclose necessary to provide regulated util permitted or required by law or authorization given by the Customer the provisions set forth herein. to obtain their own data or the rig data to anyone. The Company provoptions for obtaining their own Cust	Commission rule; or in accordance with Cor Nothing herein limits aght of such Customer to vides Customers with or	mers; as ot pursuant mmission Ru a Customer' provide th	to the les and s right
DEFINITION OF TERMS			
Business Day as used in this include weekdays except for Holidays		Data sectio	n shall
Customer Consent Form a form Company to provide Customer Data t are available on the Commission's we	o a Third Party. Custo	mer Consen	t Forms
Customer Data has the meaning	as set forth in the Comm	mission's R	ules.
Third Party has the meaning as	set forth in the Commis	ssion's Rul	es.
CUSTOMER DATA AVAILABLE TO CUSTOMERS	S AND THIRD PARTIES		
Customer Consent Forms Process  A completed and executed Customers to authorize the Customer Data Report Report, as defined herein. If foregoing Reports to any Third valid Customer Consent Form the Customer Consent Form (so validation processes. Custome connection with a Whole Buildsherein.	Company to provide to or a Non-Standard Bato The Company shall not possible to the Company shall not possigned by the relevant are accepted through Consent Form(s) may a	a Third land the Custom crovide any has reconstructed the Code lso be required.	Party a er Data of the eived a s), and empany's aired in

ADVICE LETTER NUMBER ISSUE DATE 962 February 21, 2020 DECISION NUMBER REGIONAL VICE PRESIDENT Rates & Regulatory Affairs EFFECTIVE DATE R20-0046 March 1, 2020

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#### PUBLIC SERVICE COMPANY OF COLORADO

	Original	Sheet No.	R91
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No	

#### RULES AND REGULATIONS

# NATURAL GAS SERVICE

#### REQUESTS FOR CUSTOMER DATA

# CUSTOMER DATA AVAILABLE TO CUSTOMERS AND THIRD PARTIES - Cont'd

# Customer Consent Form Process - Cont'd

Completed Customer Consent Forms must be emailed to datarequest@xcelenergy.com, mailed to P.O. Box 8 Eau Claire, WI, 54702, or faxed to 866-208-8732. The Company shall reject any Customer Consent Form that is non-compliant with the Commission's Rules or that is not accepted through the Company's validation processes. The Company will require five (5) Business Days to validate a Customer Consent Form. If the Company deems the Customer Consent Form invalid, the Company will notify the requestor, in writing.

# Standard Customer Data Report

A Standard Customer Data Report is a report provided at no charge to either a Customer or a Third Party that contains Customer Data for a single Customer. The Company will provide a Standard Customer Data Report to a Third Party if a valid Customer Consent Form is on file. The available types and amounts of Customer Data included in the Standard Customer Data Report will vary and change from time to time, based upon changes in the availability of such data from the Company's electronic data systems, as well as changes in the meter type and network technology used to provide gas service and to bill a specific Customer for such service. At a minimum, a Standard Customer Data Report will contain: Customer Number, Premise Number, Service Address, Meter Number, Meter Read Date, and Total Usage.

A Customer or Third Party may request that the Company provide a Standard Customer Data Report that includes all of the applicable standard Customer Data. The request must be for a specific time period, not to exceed thirty-six (36) Months or such other time period specifically permitted by the Customer Consent Form. A Customer or Third Party may also request that the Company provide a Standard Customer Data Report on an on-going basis. Ongoing reports will be provided until such time that the Customer requests, in writing, that the reporting be terminated, or so long as the consent is valid.

# Frequency of Customer Data Updates and Transmittal The frequency of Customer Data updates and transmittal for

Standard Customer Data Reports will be when requested by the Customer or Third Party, no more frequently than Monthly.

ADVICE LETTER NUMBER	962		ISSUE DATE	February 21, 2020
DECISION NUMBER	R20-0046	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIV DATE	March 1, 2020

#### COLO. PUC No. 6 Gas

# PUBLIC SERVICE COMPANY OF COLORADO

	Original	Sheet No.	R92
P.O. Box 840		Cancels	
Denver, CO 80201-0840		Sheet No	

RULES AND REGULATIONS

NATURAL GAS SERVICE

REQUESTS FOR CUSTOMER DATA

CUSTOMER DATA AVAILABLE TO CUSTOMERS AND THIRD PARTIES - Cont'd Standard Customer Data Report - Cont'd

# Method of Transmittal

At the election of the requesting party, such reports can be provided either via: 1) a secure electronic format that ensures adequate protections for the Company's system security and the continued privacy of the Customer during transmission; 2) facsimile; or 3) paper sent through the United States Postal Service. The requestor is responsible for providing to the Company an accurate email or postal mail address.

Timeframe for Processing Request

The Company requires ten (10) Business Days to provide a Standard Customer Data Report after validating the Customer Consent Form.

# Non-Standard Batched Customer Data Report

A Non-Standard Batched Customer Data Report is a report provided to either a Customer or a Third Party that contains Customer Data for more than one Customer. The Company will provide a Non-Standard Batched Customer Data Report to a Third Party if valid Customer Consent Forms are on file for all Customers to whom the data pertains and the Customer Consent Forms are accepted through the Company's validation processes. The available types and amounts of Customer Data included in the Non-Standard Batched Customer Data Report will vary and change from time to time, based upon changes in the availability of such data from the Company's electronic data systems, as well as changes in the meter type and network technology used to provide gas service and to bill a specific Customer for such service. At a minimum, a Non-Standard Batched Customer Data Report will contain: Customer Number, Premise Number, Service Address, Meter Number, Meter Read Date, and Total Usage.

ADVICE LETTE NUMBER _	er 962		ISSUE February 21, 2020
DECISION NUMBER _	R20-0046	REGIONAL VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE March 1, 2020

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#### COLO. PUC No. 6 Gas

#### PUBLIC SERVICE COMPANY OF COLORADO

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### REQUESTS FOR CUSTOMER DATA

# CUSTOMER DATA AVAILABLE TO CUSTOMERS AND THIRD PARTIES- Cont'd

Non-Standard Batched Customer Data Report - Cont'd

A Customer or Third Party may request that the Company provide a Non-Standard Batched Customer Data Report that includes all of the applicable Customer Data for a specific group of Customers. request must be for a specific time period (not to exceed six (6) Years) as specified in the Customer Consent Form, and the same time period must be applicable to all Customers included in the Non-Standard Batched Customer Data Report. A Customer or Third Party may also request that the Company provide a Non-Standard Batched Customer Data Report on an on-going basis. Ongoing data reports will be provided until such time that the Customer or Third Party requests, in writing, that the reporting be terminated.

# Frequency of Customer Data Updates and Transmittal

The frequency of Customer Data updates and transmittal for Non-Standard Batched Customer Data Reports will be when requested by the Customer or Third Party.

# Method of Transmittal

Non-Standard Batched Customer Data Reports will be provided via a secure electronic format that ensures adequate protections for the utility's system security and the continued privacy of the Customer during transmission.

# Timeframe for Processing Requests

The Company requires ten (10) business days to provide a Non-Standard Batched Customer Data Report after validating the Customer Consent Forms.

# Charge

The Non-Standard Batched Customer Data Report is provided for a charge per report, as set forth in the Schedule of Charges for Rendering Service.

ADVICE LETTER NUMBER	962	ISSUE DATE	February 21, 2020

DECISION R20-0046

REGIONAL VICE PRESIDENT Rates & Regulatory Affairs

DATE February 21, 2020

**EFFECTIVE** March 1, 2020 DATE

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P.O. Box 840 Denver, CO 80201-0840		Cancels	
Deliver, CO 80201-0840		Sheet No. —	

RULES AND REGULATIONS

NATURAL GAS SERVICE

REQUESTS FOR CUSTOMER DATA

#### AGGREGATED DATA REPORT

An Aggregated Data Report is a report that provides Aggregated Data and that meets the 15/15 aggregation requirement under the Commission's Rules. "Aggregated Data" means Customer Data, alone or in combination with non-Customer Data, resulting from processing (e.g., average of a group of customers) and/or the compilation of Customer Data of one or more Customers from which all unique identifiers and personal information has been removed. Customer Consent Forms are not required in order to obtain an Aggregated Data Report.

# Standard Aggregated Data Reports

A Standard Aggregated Data Report contains Aggregated Data such as usage, revenue, and program participation, and can be generated by the Company using its standard reporting system, as outlined by the Company's geographical data boundaries. The available types and amounts of aggregated data included in the Standard Aggregated Data Report will vary and change from time to time, based upon changes in the availability of such aggregated data from the Company's electronic data systems, as well as changes in the meter type and network technology used to provide gas service and to bill Customers.

- Frequency of Data Collection: Limited to up to thirty-six (36) Months of data, one report annually.
- Method of Transmittal: Standard Aggregated Data Reports will be provided via a secure electronic format.
- Charge: There is no charge for a Standard Aggregated Data Report.
- Timeframe for Processing Requests. The Company requires ten (10) business days to provide a Standard Aggregated Data Report.
- Form: Standard Aggregated Data Reports can be requested by contacting the Company at the following link: <a href="https://www.xcelenergy.com/customersupport/contactusform">https://www.xcelenergy.com/customersupport/contactusform</a>. The request must include the name of the requester, requester's company name (if applicable), contact name, address, phone number, and email. The request shall also include a description of the requested Standard Aggregated Data Report which at a minimum includes the requested geographic, time, and aggregated data parameters.

ADVICE LETTER NUMBER	962		ISSUE DATE	February 21, 2020
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P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No. —	
RULES AN	D REGULATIONS		
NATURAI	L GAS SERVICE		
REQUESTS FO	DR CUSTOMER DATA		
AGGREGATED DATA REPORT - Cont'd			
Non-Standard Aggregated Data R A Non-Standard Aggregate Data in addition to that avai Report that cannot be genera reporting system; and/or (b) which subsequent ongoing Month	ed Data Report (a) con ilable under a Standard ted by the Company usi a Standard Aggregated	Aggregate ng its st Data Repo	ed Data tandard
<ul> <li>Frequency of Data Collection Months of data, no more free Method of Transmittal: Non-provided via a secure election.</li> <li>Charge. The Non-Standard A on an hourly charge per reconstruction of Timeframe for Processing Resten (10) business days to Report, and the timing is deferred to Report, and the timing is deferred to Report Rendering The Compandant of Report request must include company name (if applicable and email. The request strequested Non-Standard Aggrincludes the requested general parameters.</li> </ul>	quently than Monthly. Standard Aggregated Data ronic format. Aggregated Data Report i eport, as set forth in ce. equests: The Company rec provide a Non-Standard ependent on the nature o eted Data Reports can any at the for customer support/contact e the name of the reques e), contact name, addres hall also include a des regated Data Report whi	Reports v s compiled the Sched quires mor Aggregate f the reque be reques llowing us form. ter, reque s, phone re scription ch at a re	vill be d based lule of re than ed Data est. ted by link: The ester's number, of the minimum

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RULES AND REGULATIONS

NATURAL GAS SERVICE

REQUESTS FOR CUSTOMER DATA

# WHOLE BUILDING ENERGY USE DATA REPORT

If requested by a property owner or its authorized agent, the Company will provide a Whole Building Energy Use Data Report containing only whole building energy use data to the property owner or its authorized agent as required by rule 4034. Whole building energy use data is limited to the sum of the Monthly gas use for either all service connections at a building on a parcel of real property or all buildings on a parcel of real property, and that meets the 4/50 aggregation requirement under the Commission's The property owner and its authorized agent are not allowed to Rules. disclose the whole building energy use data except for the purposes of building benchmarking, identifying energy efficiency projects, and energy If the 4/50 aggregation requirement is met, Customer Consent management. Forms are not required for a Whole Building Energy Use Data Report. additional requirements for requesting a Whole Building Energy Use Data and associated forms can be found at the following www.xcelenergy.com/energybenchmarking.

In the event the 4/50 aggregation requirement is not met, a Whole Building Energy Use Data Report may still be obtained if valid Customer Consent Forms, which have been accepted through the Company's validation processes, are on file for all Customers to whom the data pertains.

The Company may charge a property owner or its authorized agent for the development of a Whole Building Energy Use Data Report. Such rate shall be determined in the tariff as a Non-Standard Aggregated Data Report. Alternatively, the Company need not charge if the cost to charge a property owner or its authorized agent is greater than the cost to develop a Whole Building Energy Use Data Report.

ADVICE LETTER 962

DECISION NUMBER R20-0049

REGIONAL VICE PRESIDENT Rates & Regulatory Affairs

REGIONAL VICE PRESIDENT DATE

March 1, 2020

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Fifth Revised Sheet No. S1

Fourth Revised Sheet No. S1

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

## GENERAL TERMS AND CONDITIONS

# NATURAL GAS SALES SERVICE

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ADVICE LETTER NUMBER

**DECISION** 

NUMBER

1004

C22-0642

VICE PRE

ISSUE DATE

October 27, 2022

VICE PRESIDENT, Rates & Regulatory Affairs DATE November 1, 2022

P O Box 840 Denver, CO 80201-0840

Original S2 Sheet No. \_ Colo. PUC No. 6 cancels Cancels Colo. PUC Nos. 2, 2A, 4 & 5 Sheet No.

#### GENERAL TERMS AND CONDITIONS

### NATURAL GAS SALES SERVICE

#### RESIDENTIAL

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

### DEFINITION

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

## CLASSIFICATION OF SERVICE

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

- (a) Residential Service is the use of natural gas for all general domestic purposes.
- Residential Gas Outdoor Lighting is the use of natural gas for domestic outdoor illumination.

### SPECIAL RULES

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

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

ADVICE LETTER NUMBER	500	 	ISSUE DATE	September 26,	<u>19</u> 95

DECISION C95-796

VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** October 1, 1995

Fifth Revised S3 Sheet No. \_ Cancels Sub. Fourth Revised S3

Sheet No. .

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

### RESIDENTIAL DEPOSITS AND REFUNDS

Existing residential customers shall not be required to place a deposit with the Company. For this purpose an existing customer shall include customers who change location if service is initiated at a new location within two weeks of termination of service at the old location and customer advises the Company prior to termination at the old location of intent to take service at the new location. Discontinuance of service for nonpayment of past due bills shall not change an existing customer's Applicants for residential service who are divorced or widowed and whose former spouse met the above requirements shall not have to place a deposit with the Company. Applicants for residential service who are divorced or widowed and whose former spouse had a satisfactory payment T history with the Company in accordance with (3) below shall be deemed to T have a satisfactory payment history with the Company themselves and shall T not be required to make a deposit.

Applicants for residential service, including former customers who have had a discontinuity in service greater than two weeks shall be subject to the following deposit considerations;

- Applicants whose credit record is satisfactory in accordance (1)with (3) below shall not be required to make any deposit whatsoever.
- Applicants whose credit record is not satisfactory in accordance T (2) with (3) below may be required to make a customer deposit of no C more than an estimated ninety (90) days' bill for service. Applicants may elect to pay the deposit amount in up to three consecutive monthly installments with one-half of the total deposit amount due as the first installment.
- Applicant's credit record shall be determined as satisfactory as (3) follows:

An applicant shall be considered as having a satisfactory credit record after the Company has received a credit score from Experian's TEC Connect model reflecting a minimum credit score of 530. The score sets are:

Deposit may be required  $\cap$ 529 530+ No Deposit required

The Company may require a deposit if the Credit score does not meet 530 or higher as determined by Experian's TEC Connect model.

ADVICE LETTER ISSUE NUMBER 992 DATE January 13, 2022 DECISION VICE PRESIDENT. **EFFECTIVE** C21-0675 Rates & Regulatory Affairs DATE January 19, 2022

Thirtieth Revised S4 Sheet No. Cancels Twenty-ninth Revised S4 Sheet No. .

GENERAL TERMS AND CONDITIONS

# NATURAL GAS SALES SERVICE RESIDENTIAL

### RESIDENTIAL DEPOSITS AND REFUNDS - Cont'd

The Company shall not assess a deposit from applicant if applicant has a satisfactory payment record where said previous service was provided for a continuous period of at least twelve (12) months and applicant's service was not discontinued for delinquent payment during the last twelve (12) months of said service and applicant received no more than two Notices of during the last twelve (12) months of said Discontinuance Service must have ended no earlier than 60 days prior service. to date of application of service.

- In lieu of deposits required under (2) above, an existing (4)customer of the Company who has established a satisfactory credit rating with the Company in accordance with (3) above may become a guarantor for an applicant by signing a written Signing of this agreement quarantee of payment agreement. quarantees payment of service to be rendered to the applicant up to the amount of deposit that would have been required by customer, and shall make the guarantor's service subject to bills discontinuance in event the guaranteed are satisfactorily paid.
- (5) Company shall offer customers least at one payment alternative that does not require the use of the customer's social security number.
- Deposits shall be refunded after a twelve (12) month period if (6) no more than two (2) late payments resulting in a written notification of disconnection to customer has occurred in twelve Thereafter, review will be made consecutive months. monthly or upon customer request to determine if customer is eligible for refund. Refunds will otherwise be made only at such time as service is discontinued at customer's request and all outstanding bills have been paid. Interest at the rate of 4.93 percent per annum shall be paid on customer deposits. I Interest will be paid upon refund of the deposit or annually upon request of a customer. 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
- If any required deposit remains unpaid (7) thirty (30) days following the due date of the bill on which it first appeared, the customer's service shall be subject to discontinuance on ten(10)days' notice.

effective date of the interest rate change.

ADVICE LETTER NUMBER

1023

VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

November 28, 2023

**EFFECTIVE** DATE

January 1, 2024

DECISION C23-0750

Four	th Revised	Sheet No.	S5
Sub.	Third Revis	Cancels ed Sheet No	S5

#### GENERAL TERMS AND CONDITIONS

### NATURAL GAS SALES SERVICE

#### RESIDENTIAL

### RESIDENTIAL DEPOSITS AND REFUNDS - Cont'd

- (8) The Company shall not require a deposit from an applicant for service or restoration of service who is or was within the last twelve (12) months, a participant in the Low-Income Energy Assistance Program (LEAP) or in a low-income program consistent with Rule 4412, or who received energy bill assistance from Energy Outreach Colorado within the last twelve (12) months.  $\mathbb{N}$
- An act of subterfuge shall result in the billing of a required deposit. Subterfuge includes, but is not limited to, the use of a fictitious name by applicant for service to avoid paying prior indebtedness to Company; or an application for service at a given location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.
- (10) Any residential deposit as required herein is not to be considered as advance payment or partial payment of any bill for service and shall not be transferable. The deposit is security for payment for service and is to be applied against unpaid bills only in the event service for the account on which the deposit was being held as security is no longer provided.

## DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST - RESIDENTIAL

A customer wishing to discontinue service shall give at least three days' notice to allow the Company time to render a meter reading and issue a final bill. The Company shall perform said meter reading within three days from the date to discontinue service. For the purpose of this special meter reading, such three calendar day shall not include Sundays or Holidays. The Company may prorate and estimate the final bill for a period less than the monthly billing period if the customer wants to discontinue service on a date other than the end date of his monthly billing period, as described in the Monthly Bills section of this natural gas tariff.

Where notice to discontinue service is not provided by the customer, the customer will be liable for payment of service until such time the Company is made aware of the discontinuance and can render a final reading of the meter. Notice by a customer to discontinue service will not relieve the customer from any minimum or guaranteed payment

under a contract or an applicable rate schedule.

ADVICE LETTER NUMBER	992		ISSUE DATE	
DECISION NUMBER	C21-0675	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	January 19, 2022

Second Revised S5A Sheet No. Cancels S5A First Revised Sheet No.

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

## DISCONTINUANCE OF SERVICE BY COMPANY - RESIDENTIAL

Company upon a bill becoming past due, and at least five (5) business  $|\mathbb{N}|$ days before issuing a notice of discontinuance, a utility must provide |N|notice of late payment.

Company may discontinue service upon not less than twelve (12)business days' written notice by first class mail or had delivery to customer and to any designated third party of Company's intention to discontinue service:

- If customer fails to pay, or make arrangements for payment of, (1)bills for service rendered as provided in these rules.
- If customer fails to comply with Company's rules and regulations (2) after due notice of such failure is given by Company and reasonable time is allowed for compliance.
- If customer's use of service is detrimental to the natural gas (3) service being furnished by Company to other customers in the immediate vicinity or supplied from the same 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 both to the residential customer or responsible member of customer's household and to any designated third party, or in person to the residential customer or a responsible member of customer's household. Reasonable effort shall consist of: at least two (2) attempts on separate days and at least twenty-four (24) hours prior to the proposed discontinuance to make telephone contact at such telephone numbers as the customer and any third party requiring notice may provide for such purpose to remind customer of the pending discontinuance and the terms to avoid same; or, at least two (2) attempts by a field collector on separate  $^{\mid T \mid}$ at least twenty-four (24)hours prior to the and 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 or recorded notice of the attempted contact and its purpose; or, at least one of each of the above-described attempts.

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DECISION

992

C21-0675

VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

January 13, 2022

**EFFECTIVE** DATE

January 19, 2022

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Fifth Revised Sheet No. S6

Cancels Sheet No. S6

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

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

## DISCONTINUANCE OF SERVICE BY COMPANY - RESIDENTIAL - Cont'd

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 (12) month T period, in which cases payment by cash or certified check is required to avoid termination; or, customer prior to termination pays at least onetenth 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 six months. Notwithstanding the foregoing and at the Company's discretion, a N customer may enter into an installment payment plan for a term up to N twenty-four (24) months if it is determined by the Company that this is Nwarranted due to extraordinary circumstances. As an alternative payment N arrangement, the customer may choose a modified "averaged monthly payment" arrangement, under which the remaining account balance shall be added to the preceding year's total billing to the customer's premises, modified as necessary for increases in base rates or cost adjustments, resulting total shall be divided into equal monthly installments to be billed in eleven equal monthly payments followed by a settlement billing in the twelfth month. Installment payments will be due monthly in addition to the amount of the new monthly billing by the due date of each new bill. The modified averaged monthly payment will be payable when due. Failure to make agreed installment payments may result in service being terminated upon fifteen (15) days' written notice and failure to make payment of current amounts due may result in service being terminated thirty (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 twelve (12) months from the date the original installment payment plan arrangement was entered into.

Discontinuance of service in accordance with (1) above shall also not occur if a customer is a Qualifying Customer under the <u>Gas Affordability</u> T Program section of this tariff or for an amount owed which is the subject of a pending dispute or informal complaint under Rule 4004.

ADVICE LETTER NUMBER 992 ISSUE DATE January 13, 2022

DECISION NUMBER C21-0675 Rates & Regulatory Affairs DATE January 19, 2022

Second Revised Sheet No. S7

First Revised Sheet No. S7

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

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

## DISCONTINUANCE OF SERVICE BY COMPANY - RESIDENTIAL - Cont'd

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.

Service shall not be discontinued for a period of ninety (90) days in situations where termination of service would be especially dangerous to the health or safety or a residential customer or a permanent resident of the customer's household where such medical certificate is certified by a physician licensed by the State of Colorado or a health practitioner licensed to prescribe and treat patients. Such medical certification may initially be presented to Company by phone but must be followed within ten (10) days by written confirmation by the physician or health practitioner. Nuritten confirmation includes electronic certificates and signatures and those provided electronically. Requests for delays in termination of service for health and safety purposes cannot be more frequent than once in any twelve (12) consecutive month period beginning with the date of the first medical certification.

The Company shall postpone service discontinuance to a Residential N customer on any day when the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature will be thirty-two degrees Fahrenheit (32°F) or lower, or ninety-five degrees Fahrenheit (95°F) or higher, at any time in the following twenty-four (24) N hours, or during any additional period in which utility personnel will not be available to restore utility service in accordance with Rule 4409.

Any customer having provided Company a valid medical certificate, or extension thereof, may request an installment payment plan arrangement on or before the last day covered by the medical certificate or extension thereof. Any customer who had already entered into an installment payment plan arrangement and who had not broken arrangements prior to invoking medical certification provisions may renegotiate the installment payment plan arrangement on or before the last day covered by the medical certification or extension thereof. Any customer who defaulted on said prior arrangements must pay, on or before the last day covered by the medical certification or extension thereof, all amounts that would have been paid up to that date

had arrangements not been broken, and resume the installment payment plan arrangement, in order to avoid discontinuance of service.

ADVICE LETTER NUMBER 992 ISSUE DATE January 13, 2022

DECISION NUMBER C21-0675 Rates & Regulatory Affairs DATE January 19, 2022

Third Revised S8 \_\_ Sheet No. \_ Cancels S8 Second Revised

Sheet No. -

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

GENERAL TERMS AND CONDITIONS

#### RESIDENTIAL

NATURAL GAS SALES SERVICE

## DISCONTINUANCE OF SERVICE BY COMPANY - RESIDENTIAL - Cont'd

If discontinuance of service involves individual permanent residents of multi-unit dwellings where service for the entire multi-unit dwelling is supplied through one meter and Company is aware of such condition, discontinuance of service shall occur only after Company has given thirty (30) days' notice of intent to terminate to the party responsible for payment of utility bills for the dwelling and to individual occupants of T 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. Occupants of a multi-unit dwelling may avoid termination by agreeing to pay each new bill within thirty (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 thirty (30) days of issuance.

Discontinuance of service shall not occur outside the hours of 8:00 N a.m. and 4:00 p.m.; between 12:00 Noon on Friday and 8:00 a.m. the N following Monday; between 12:00 Noon on the day prior to and 8:00 a.m. on N the day following any state or federal Holiday; or between 12:00 Noon on N the day prior to and 8:00 a.m. on the day following any day during which Nthe Company's office is not open. Company may discontinue without notice:

- (1)If the condition or installation of any part of the customers' gas piping apparatus, or appliances is found to be dangerous to life, health, or safety of any person. The Company does not assume responsibility and will not be held responsible for ascertaining such condition.
- If the customer or anyone connected with customer or anyone with (2) customer's knowledge or consent has violated any of ordinances, statutes, or other lawful regulation of properly constituted authority applicable to customer's natural gas service. The Company does not assume responsibility and will not be held responsible for ascertaining such condition.
- If service is found to have been restored by someone other than Company and the original cause for the discontinuance has not been cured.

ADVICE LETTE NUMBER	992		ISSUE DATE	January 13, 2022
DECISION NUMBER	C21-0675	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	January 19, 2022

Fifth Revised S9 \_\_ Sheet No. \_ Cancels Fourth Revised S 9 Sheet No. -

#### GENERAL TERMS AND CONDITIONS

### NATURAL GAS SALES SERVICE

#### RESIDENTIAL

### RESTORATION OF SERVICE - RESIDENTIAL

Service which has been terminated due to failure to pay or make arrangements for payment of bills for service rendered will be restored if customer pays all applicable collection or reconnection charges, enters into installment plan arrangements or modified budget billing arrangements and makes the first installment payment. This provision will not apply in cases where termination has occurred due to breached arrangements. service is terminated after breach of arrangements, service will be reinstituted only after customer has made payment in full of all amounts owed, including any collection or reconnection charges and after posting any deposit required for service.

Service also will be restored upon receipt of a valid medical certificate and will not be discontinued again until said medical certificate, or any valid extension thereof, has expired.

Where service has been discontinued or terminate as set forth in these T rules, Company shall restore such service within 24 hours (excluding weekends and holidays), or within 12 hours if the customer pays any necessary after-hours charges after elimination by customer of the cause for discontinuance, unless safety concerns or exigent circumstances prevent restoral. See Schedule of Charges for Rendering Service for after-hours C Exigent circumstances includes, but is not limited to, the T requirement that the customer or someone designated by the customer be at the premises at the time of restoral. In accordance with Rule 4409(d), the Company will resolve doubts as to whether a customer has met the  $\mid \mathbb{N}$ requirements for service restoration as explained above in favor

## AVERAGED MONTHLY PAYMENT PLAN FOR RESIDENTIAL CUSTOMERS

Customers served under Residential Service Rates who have no Notice of Discontinuance of Service pending may elect, at their option, to pay monthly bills for service on an Averaged Monthly Payment Plan beginning with any billing month. A residential customer electing the Averaged Monthly Payment Plan shall pay a monthly amount equal to the estimated total annual bill divided by twelve (12). The estimated total annual bill is calculated based on a customer's most recent twelve (12) months' consumption and the then current rates of the Company. If the customer's consumption information is available for less than twelve (12) months, the available consumption information will be annualized to denominator of 365 days. Unless a review on the subsequent fourth  $(4^{th})$ , seventh (7th) or tenth (10th) month following the initial average monthly payment month shows an annual payment surplus or deficiency that exceeds a corporate-wide annual variance threshold, the averaged monthly payment shall be paid by the customer for eleven

(11) months. The twelfth (12th) month's payment shall be a settlement amount equal to the difference between the total of the prior eleven (11) months' payments and the

actual billings for the twelve (12) month period.

ADVICE LETTER NUMBER	992		ISSUE DATE	January 13, 2022
DECISION NUMBER	C21-0675	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	January 19, 2022

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	<u>First Revised</u>	Sheet No	S9A
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### GENERAL TERMS AND CONDITIONS

#### NATURAL GAS SALES SERVICE

#### RESIDENTIAL

### AVERAGED MONTHLY PAYMENT PLAN FOR RESIDENTIAL CUSTOMERS - Cont'd

This corporate-wide annual variance threshold is subject to change by the Company and is a fixed dollar amount applicable to each residential customer for the remaining months of the Averaged Monthly Payment Plan year. Adjustments to the averaged monthly payment amount will only be made to the remaining months, either up or down, if the annual payment deficiency or surplus exceeds the corporate-wide annual variance threshold. The change in averaged monthly payment, if applicable, is the amount of annual payment surplus or deficiency divided by the remaining months of the Averaged Monthly Payment Plan year. The annual payment surplus or deficiency is the sum of 1) the difference between the amount of customer's payments and the actual payments due over the months in the review period and 2) the change in the estimated total bill for the remaining months of the customer's Averaged Monthly Payment Plan year based on a change in consumption pattern and/or current rates effective at the time of the review. The settlement month shall be the twelfth (12) month of the Averaged Monthly Payment Plan year.

Averaged Monthly Payment Plan customers with a settlement amount, if the settlement amount is a credit balance the Company will issue a check to the customer in the amount of the credit balance, or the customer may elect to have the credit applied to future billings. If the settlement amount is a debit balance owed by the customer the total balance will be due and payable on the due date shown on the bill for the settlement month, except that in the event the debit balance exceeds twenty dollars (\$20), the customer may elect to pay the debit over a two (2) month period with at least one half of the total debit balance payable in the settlement month.

The customer may continue on the Averaged Monthly Payment Plan for succeeding years, in which case the settlement month for each year will occur in twelve (12) month cycles starting with the beginning month.

If a customer electing the Averaged Monthly Payment Plan fails to pay the averaged monthly payment obligation in any month, normal collection procedures shall be applicable for the outstanding averaged monthly payment amount. Upon termination of service of a customer or upon a customer's election to discontinue billing on the Averaged Monthly Payment Plan, the customer will be removed from the plan and the entire outstanding amount of the account for actual usage shall be due and payable.

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ADVICE LETTER NUMBER 625		ISSUE April 30, 2004
DECISION NUMBER	VICE PRESIDENT, Rates & Regulatory Affairs	DATE June 1, 2004

Sub. First Revised Sheet No. S9B

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## PUBLIC SERVICE COMPANY OF COLORADO

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G:	ENERAL TERMS AND CONDITIONS	
	NATURAL GAS SALES SERVICE	
	RESIDENTIAL	
The monthly, average changes in the Company's adjustments and other c	PLAN FOR RESIDENTIAL CUSTOMERS - d monthly payment amount will so base rates, changes in general adjustments that result averaged monthly payment amount eshold.	l be adjusted for eral rate schedule in an increase or
ADVICE LETTER NUMBER 625 Amended	ISSUE DATE	May 25, 2004
DECISION NUMBER	VICE PRESIDENT, EFFECT Rates & Regulatory Affairs DATE	· · · · · · · · · · · · · · · · · · ·

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#### GENERAL TERMS AND CONDITIONS

### NATURAL GAS SALES SERVICE

## COMMERCIAL

These General Terms and Conditions apply to commercial service in all territory served by the Company. For purpose of this section, all customers receiving service under the Commercial General rate schedule are small commercial and agricultural service customers.

### DEFINITION

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

Any establishment engaged in the operation of a business, whether or not for profit, shall be considered as a commercial enterprise. Such enterprises will include but not be limited to clubs, fraternities, sororities, lodges, hotels, apartment and rooming houses, motels, mobile home parks, campgrounds, multi-family dwellings where more than one dwelling or one living unit is served through one meter, schools, municipal buildings, churches, eleemosynary institutions, greenhouses, dairies, manufacturing, agriculture, livestock production, mining, oil and gas extraction, construction, communication, transportation, etc. Such enterprises may also be supplied under an industrial rate.

### CLASSIFICATION OF SERVICE

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

- (a) <u>Commercial Service</u> is the use of natural gas for all general commercial purposes.
- (b)  $\underline{\text{Commercial Gas Outdoor Lighting}}$  is the use of natural gas for commercial outdoor illumination.

### SPECIAL RULES

## Limitation on New or Additional Loads

Applicants for new or increased service will be subject to the rules governing Temporary Gas Attachment Scheduling.

## COMMERCIAL DEPOSITS AND REFUNDS

Existing commercial customers shall not be required to place a deposit with the Company. For this purpose an existing customer shall include customers who change location if service is initiated at a new location within two weeks of termination of service at the old location and customer advises the Company prior to termination at the old location of intent to take

the old location and customer advises the Company prior to termination at the old location of intent to take service at the new location. Discontinuance of service for nonpayment of past due bills shall not change an existing customer's status.

ADVICE LETTER NUMBER	693		ISSUE DATE	December 15, 2006
DECISION NUMBER	R06-1416	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	January 1, 2007

	Third Revised	Sheet No	S11
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#### GENERAL TERMS AND CONDITIONS

### NATURAL GAS SALES SERVICE

#### COMMERCIAL

## COMMERCIAL DEPOSITS AND REFUNDS - Cont'd

Applicants for commercial service, including former customers who have had a discontinuity in service greater than two weeks shall be subject to the following deposit considerations;

- (1) Applicants whose credit record is satisfactory in accordance with (3) below shall not be required to make any deposit whatsoever.
- (2) Applicants whose credit record is not satisfactory in accordance with (3) below shall be required to make a customer deposit of an estimated sixty (60) days' bill for service. Applicants may elect to pay the deposit amount in up to three consecutive monthly installments with one-half of the total deposit amount due as the first installment.
- (3) Applicant's credit record shall be determined as satisfactory as follows:

An applicant shall be considered as having a satisfactory credit record after the Company has received a credit score from Equifax reflecting a credit score of 750 - 999 for the applicant. Equifax uses an Advanced Energy Risk Model that is utility-specific and that reflects short term obligations. This model predicts delinquency risks within a twelve (12) month window. The score sets are:

0 - 749 Deposit required 750 - 999 No Deposit required

The Company shall require a deposit if the Credit score does not meet 750 or higher as determined by the Advanced Energy Risk Model.

ADVICE LETTER ISSUE

DECISION VICE PRESIDENT,
NUMBER Rates & Regulatory Affairs

929

NUMBER

DATE May 4, 2018

EFFECTIVE
DATE June 4, 2018

Nineteenth Revised S12 Sheet No. \_ Cancels S12 Eighteenth Revised Sheet No. -

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

### COMMERCIAL DEPOSITS AND REFUNDS - Cont'd

The Company shall not assess a deposit from applicant if applicant has a satisfactory payment record where said previous service was provided for a continuous period of at least twelve (12) months and applicant's service was not discontinued for delinquent payment during the last twelve (12) months of said service and applicant received no more than two Notices of Discontinuance during the last twelve (12) months of said Service must have ended no earlier than 60 days prior to date of application of service.

- (4)In lieu of deposits required under (2) above, an existing customer of the Company who has established a satisfactory credit rating with the Company in accordance with (3) above may become a guarantor for an applicant by signing a written guarantee of payment agreement. Signing of this agreement quarantees payment of service to be rendered to the applicant up to the amount of deposit that would have been required by customer, and shall make the quarantor's service subject to discontinuance in event the guaranteed bills are satisfactorily paid.
- Deposits shall be refunded after a twelve month period if no (5) delinquency resulting in a written notification of disconnection to customer has occurred. Thereafter, review will be made monthly or upon customer request to determine if customer is eligible for refund. Refunds will otherwise be made only at such time as service is discontinued at customer's request and all outstanding bills have been paid. Interest at the rate of 4.93 percent per annum shall be paid on customer deposits. I Interest will be paid upon refund of the deposit or annually upon request of a customer. 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.
- If any required deposit remains unpaid (6) thirty (30) days following the due date of the bill on which it first appeared, the customer's service shall be subject to discontinuance on ten (10) days' notice.

ADVICE LETTER NUMBER	1023		ISSUE DATE	November 28, 2023	}
DECISION NUMBER	C23-0750	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	: January 1, 2024	

NUMBER C23-0750 Rates & Regulatory Affairs

Sub. Thirteenth Revised Sheet No. S13

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NUMBER

R06-1416

Twelfth Revised Sheet No. S13

#### GENERAL TERMS AND CONDITIONS

### NATURAL GAS SALES SERVICE

#### COMMERCIAL

### COMMERCIAL DEPOSITS AND REFUNDS - Cont'd

An act of subterfuge shall result in the billing of a required deposit. Subterfuge includes, but is not limited to, the use of a fictitious name by applicant for service to avoid paying prior indebtedness to Company; or an application for service at a given location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.

(8) Any commercial deposit as required herein is not to be considered as advance payment or partial payment of any bill for service and shall not be transferable. The deposit is security for payment for service and is to be applied against unpaid bills only in the event service for the account on which the deposit was being held as security is no longer provided.

## DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST - COMMERCIAL

A customer wishing to discontinue service shall give at least three days' notice to allow the Company time to render a meter reading and issue a final bill. The Company shall perform said meter reading within three days from the date to discontinue service. For the purpose of this special meter reading, such three calendar day shall not include Sundays or Holidays. The Company may prorate and estimate the final bill for a period less than the monthly billing period if the customer wants to discontinue service on a date other than the end date of his monthly billing period, as described in the Monthly Bills section of this natural gas tariff.

Where notice to discontinue service is not provided by the customer, the customer will be liable for payment of service until such time the Company is made aware of the discontinuance and can render a final reading of the meter. Notice by a customer to discontinue service will not relieve the customer from any minimum or guaranteed payment under a contract or an applicable rate schedule.

ADVICE LETTER NUMBER	693		ISSUE DATE	December 15, 2006
DECISION		VICE PRESIDENT	FFFFCTI	VF

Rates & Regulatory Affairs

DATE

January 1, 2007

First Revised	Sheet No.	S14
Original	Cancels Sheet No.	S14

GENERAL TERMS AND CONDITIONS

### NATURAL GAS SALES SERVICE

#### COMMERCIAL

## DISCONTINUANCE OF SERVICE BY COMPANY - COMMERCIAL

Company may discontinue service upon not less than fifteen (15) days  $^{\prime}$   $^{\circ}$  written notice to customer of Company's intention to discontinue service:

- (1) If customer fails to pay, or make arrangements for payment of, bills for service rendered as provided in these rules.
- (2) If customer fails to comply with Company's rules and regulations after due notice of such failure is given by Company and reasonable time is allowed for compliance.
- (3) If customer's use of service is detrimental to the natural gas service being furnished by Company to other customers in the immediate vicinity or supplied from the same distribution system.

Discontinuance of service in accordance with (1) above shall not occur until Company has made a reasonable effort to give notice of the proposed discontinuance by telephone to the customer. Reasonable effort shall consist of: at least two attempts on separate days and at least 24 hours prior to the proposed discontinuance to make telephone contact at such telephone numbers as the customer may provide for such purpose to remind customer of the pending discontinuance and the terms to avoid same; or, at least two attempts by a field collector on separate days, and at least 24 hours prior to the proposed discontinuance, to make personal contact at the location of service to remind customer of the pending discontinuance and the terms to avoid same, or, having tried and failed to make contact in person, leaving written notice of the attempted contact and its purpose; or, at least one of each of the above-described attempts.

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

upon fifteen days' written notice and failure to make payment of current amounts due may result in service being terminated 30 days after the due date of the current bill upon written notice of broken arrangements.

ADVICE LETTER NUMBER 676		ISSUE DATE	June 5,	2006	
DECISION NUMBER	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 6.	2006	

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 First Revised
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#### GENERAL TERMS AND CONDITIONS

### NATURAL GAS SALES SERVICE

#### COMMERCIAL

## DISCONTINUANCE OF SERVICE BY COMPANY - COMMERCIAL - Cont'd

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 fifteen (15) days of the date of such notice.

If discontinuance of service involves individual permanent residents of multiunit 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 In addition, a copy of said notice shall be posted, to the extent possible, in at least one of the common areas of the multi-unit dwelling. A copy of the notice also shall be mailed or delivered to the Public Utilities Commission together with an affidavit setting forth how the utility has delivered, mailed or posted notices or attempted to do so to the individual dwelling unit occupant. Occupants of a multi-unit dwelling may avoid termination by agreeing to pay each new bill within 30 days of issuance. Occupants so agreeing shall not be entitled to installment payments or any other payment plan and may be discontinued without further notice or attempt at personal contact for failure to pay each new bill within 30 days of issuance.

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

Company may discontinue service without notice:

- (1) If the condition or installation of any part of the customers' gas piping apparatus, or appliances is found to be dangerous to life, health, or safety of any person. The Company does not assume responsibility and will not be held responsible for ascertaining such condition.
- (2) If the customer or anyone connected with customer or anyone with customer's knowledge or consent has violated any of the ordinances, statutes, or other lawful regulation of properly constituted authority applicable to customer's natural gas service.

The Company does not assume responsibility and will not be held responsible for ascertaining such condition.

(3) If service is found to have been restored by someone other than Company and the original cause for the discontinuance has not been cured.

ADVICE LETTER NUMBER	676		ISSUE DATE	June	5,	2006
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July	6,	2006

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Fifth Revised	Sheet No.	S16
Fourth Revised	Cancels  Sheet No	S16

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

## RESTORATION OF SERVICE - COMMERCIAL

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

Where service has been discontinued as set forth in these rules, Company shall restore such service within 24 hours (excluding weekends and TN holidays), or within 12 hours if the customer pays any necessary after-hours N charges after elimination by customer of the cause for discontinuance, unless extenuating circumstances prevent restoral. See Schedule of Charges | N for Rendering Service for after-hours charges. Extenuating circumstances | N 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.

## AVERAGED MONTHLY PAYMENT PLAN FOR COMMERCIAL CUSTOMERS

Customers served under Commercial Service Rates who have no Notice of Discontinuance of Service pending may elect, at their option, to pay monthly bills for service on an Averaged Monthly Payment Plan beginning with any billing month. A commercial customer electing the Averaged Monthly Payment Plan shall pay a monthly amount equal to the estimated total annual bill divided by twelve (12). The estimated total annual bill is calculated based on a customer's most recent twelve (12) months' consumption and the then current rates of the Company. If the customer's consumption information is available for less than twelve (12) months, the available consumption information will be annualized to a common denominator of 365 days. Unless a review on the subsequent fourth  $(4^{th})$ , seventh  $(7^{th})$  or tenth (10th) month following the initial average monthly payment month shows an annual payment surplus or deficiency that exceeds a corporate-wide annual variance threshold, the averaged monthly payment shall be paid by the customer for eleven (11) months. The twelfth (12th) month's payment shall

be a settlement amount equal to the difference between the total of the prior eleven (11) months' payments and the actual billings for the twelve (12) month period.

ADVICE LETTER NUMBER	674		ISSUE DATE	May 25, 2006
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	June 25, 2006

Sub.	Third I	Revised	Sheet No.	S16A
Sub.	Second	Revised	Cancels Sheet No.	S16A

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

### AVERAGED MONTHLY PAYMENT PLAN FOR COMMERCIAL CUSTOMERS - Cont'd

This corporate-wide annual variance threshold is subject to change by the Company and is a fixed dollar amount applicable to each commercial customer for the remaining months of the Averaged Monthly Payment Plan year. Adjustments to the averaged monthly payment amount will only be made to the remaining months, either up or down, if the annual payment deficiency or surplus exceeds the corporate-wide annual variance threshold. The change in averaged monthly payment, if applicable, is the amount of annual payment surplus or deficiency divided by the remaining months of the Averaged Monthly Payment Plan year. The annual payment surplus or deficiency is the sum of 1) the difference between the amount of customer's payments and the actual payments due over the months in the review period and 2) the change in the estimated total bill for the remaining months of the customer's Averaged Monthly Payment Plan year based on a change in consumption pattern and/or current rates effective at the time of the review. The settlement month shall be the twelfth (12) month of the Averaged Monthly Payment Plan year.

Averaged Monthly Payment Plan customers with a settlement amount, if the settlement amount is a credit balance the Company will issue a check to the customer in the amount of the credit balance, or the customer may elect to have the credit applied to future billings. If the settlement amount is a debit balance owed by the customer the total balance will be due and payable on the due date shown on the bill for the settlement month, except that in the event the debit balance exceeds twenty dollars (\$20), the customer may elect to pay the debit over a two (2) month period with at least one half of the total debit balance payable in the settlement month.

The customer may continue on the Averaged Monthly Payment Plan for succeeding years, in which case the settlement month for each year will occur in twelve (12) month cycles starting with the beginning month.

If a customer electing the Averaged Monthly Payment Plan fails to pay the averaged monthly payment obligation in any month, normal collection procedures shall be applicable for the outstanding averaged monthly payment amount. Upon termination of service of a customer or upon a customer's election to discontinue billing on the Averaged Monthly Payment Plan, the customer will be removed from the plan and the entire outstanding amount of the account for actual usage shall be due and payable.

The monthly, averaged monthly payment amount will be adjusted for changes in the Company's base rates, changes in general rate schedule adjustments and other cost adjustments that result in an increase or decrease in the customers averaged monthly payment amount above or below the corporate-wide annual threshold.

ADVICE LETTER
NUMBER 625 Amended ISSUE
DATE May 25, 2004

DECISION
NUMBER Rates & Regulatory Affairs DATE June 1, 2004

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		First Revised		Sheet No	S16B
P.O. Box 840 Denver, CO 80201-0840		Original		Cancels Sheet No. —	S16B
	RESERVED FOF	R FUTURE FILING			
ADVICE LETTER NUMBER 625			ISSUE DATE	April 30,	2004
DECISION NUMBER	VICE Rates &	E PRESIDENT, Regulatory Affairs	EFFECTIVE DATE	June 1, 2	2004

		<u>First Revised</u>		Sheet No	S16C
P.O. Box 840 Denver, CO 80201-0840		Original		Cancels Sheet No. —	S16C
	RESERVED FOR	R FUTURE FILING			
ADVICE LETTER NUMBER 625			ISSUE DATE _	April 30,	2004
DECISION NUMBER	VICE Rates &	EPRESIDENT, Regulatory Affairs	EFFECTIVE DATE _	June 1, 2	2004

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Second Revised S17 \_\_ Sheet No. \_\_ Cancels Sub. First Revised S17 Sheet No. \_

GENERAL TERMS AND CONDITIONS

#### NATURAL GAS SALES SERVICE

#### INTERRUPTIBLE INDUSTRIAL

These General Terms and Conditions apply to Interruptible Industrial Service in all territory supplied by the Company.

#### DEFINITION

Interruptible Industrial Service is the furnishing of natural gas service under the applicable Interruptible Industrial schedule commercial and industrial manufacturing or processing uses or spaceheating purposes which service is subject to immediate interruption by discontinuance of gas service to customer by Company with or without notice. Interruptible Industrial Service is subject to the prior rights to available gas of all Residential and Commercial customers.

## CLASSIFICATION OF SERVICE

For purpose of designation, Service is classified by type and priority of use as:

> (a) Interruptible Industrial is the use of natural commercial, industrial, manufacturing or processing uses.

## SPECIAL RULES

## General Statement

The availability of natural gas for service under Interruptible Industrial schedule is contingent at all times upon the requirements of customers receiving a higher priority service. The Company reserves the right to limit at any time the number of customers served and/or the quantities of natural gas supplied under Interruptible Industrial schedules; to render such service only where it has adequate capacity and C where emergency circumstances are not present that would otherwise warrant C interruption, and the general operating conditions of both customer and  $^{ extsf{C}}$ Company are such that service shall be supplied under the Interruptible Industrial schedule. Customer shall not only be responsible for complying  $^{\rm N}$ with curtailment orders, but is also responsible for demonstrating the  $\frac{1}{12}$ ability to comply with curtailment orders, including through curtailment demonstration tests requested by the Company. The Company may use its sole discretion in prioritizing interruptions when disruption of a customer taking Interruptible Industrial Service would cause a public safety concern or affect critical infrastructure.

ADVICE LETTER NUMBER	1004		ISSUE DATE _	October 27,	2022
DECISION NUMBER	C22-0642	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	November 1,	2022

	Original	Sheet NoS17A_
P.O. Box 840 Denver, CO 80201-0840		Cancels  Sheet No.
GENERAL TERMS	AND CONDITIONS	
NATURAL GAS	SALES SERVICE	
INTERRUPTIB:	LE INDUSTRIAL	
SPECIAL RULES - Cont'd		
Contact List Customer is required to maintain we current contact person(s)' phone number address(es) for that party. In additional and/or update such information within request by Company. This list all notices to and facilitate direct communeeded.	ber(s), email address( ition, Customer is req n thirty (30) calendar lows the Company to	es), and mailing uired to confirm days of any such provide periodic
Curtailment Demonstration Test The Company may order customers t to curtail their interruptible load of test. Customer(s) must demonstrate curtailment orders as part of this te	as part of a curtailme e that they are able	nt demonstration
Prior Rights  1. Residential and Commercial gas available natural gas service of	_	_
Combined Service Where the total load of a custo cannot be combined under one classi restrictions in the applicable scheping so that each class of service under the applicable schedule.	fication for billing edule, customer shall	purposes due to so arrange his
ADVICE LETTER NUMBER 1004	ISSUE DATE	October 27, 2022

VICE PRESIDENT, C22-0642 Rates & Regulatory Affairs

EFFECTIVE DATE November 1, 2022

DECISION NUMBER

	<u>First Revised</u>	Sheet No	S18
P.O. Box 840 Denver, CO 80201-0840	Original	Cancels Sheet No	S18

#### GENERAL TERMS AND CONDITIONS

## NATURAL GAS SALES SERVICE

#### INTERRUPTIBLE INDUSTRIAL

### SPECIAL RULES - Cont'd

## Pressure and Temperature Correction

Where it becomes necessary, the volume of natural gas as registered on the meter shall be adjusted to a volume based on sixty degrees Fahrenheit and a pressure of four ounces above average atmospheric pressure for purposes of calculating the bill for service.

## Limitation on Availability

Interruptible Industrial Service is available only under the rules governing the Temporary Gas Attachment Scheduling.

## Conversion to Commercial Service

customer receiving natural gas service under an Interruptible Industrial Schedule desiring to convert part or all of such service at a specific location to Commercial Service may request Commercial Service by application as a new customer under the Temporary Gas Attachment Scheduling program.

Any customer, once having changed from Interruptible Industrial Service to Commercial Service and wishing to convert back to Interruptible Industrial Service shall be construed as a new customer, subject to the terms of the Temporary Gas Attachment Scheduling program.

In addition to other available remedies, the Company, in its sole  $|_{\mathbb{N}}$ discretion, may upon thirty (30) days' prior notice, move a customer from  $\mid$   $_{
m N}$ Interruptible Industrial Service to Commercial Service when the customer:

- interruptible load 1) fails to curtail in compliance with curtailment order from the Company;
- comply with the fails to Company's requested curtailment | N demonstration test;
- fails to maintain or provide the Company with current contact information;
- fails to respond to the Company's communications;
- fails to make the Company's equipment accessible for ingress or 5)
- fails to comply with any provisions of Interruptible Industrial Service.

ADVICE LETTER NUMBER1004	 ISSUE DATE	October 27, 2022

DECISION C22-0642

VICE PRESIDENT, Rates & Regulatory Affairs

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**EFFECTIVE** November 1, 2022

	Original	Sheet No	S18A
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No. —	

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

SPECIAL RULES - Cont'd

Conversion to Commercial Service - Cont'd

Customers must comply with the Company's Distribution Extension Policy N (if applicable) when moving to Commercial Service. If the Company N exercises this option, the customer is not eligible for any interruptible N service for at least one (1) year after termination of Interruptible N Industrial Service. Upon the expiration of such one (1) year period, the N customer may request to return to interruptible service. Approval will be N at the Company's sole discretion.

## INDUSTRIAL DEPOSITS AND REFUNDS

Any first-time applicant for industrial service shall be required to make a deposit of an estimated ninety days' bill. Any applicant who is a former customer of the Company but who did not have industrial service for at least twenty-four months within the last three years shall be considered a first-time applicant. A former industrial customer of the Company whose previous service was provided for at least twenty-four months within the last three years and whose payment history was satisfactory, shall not be required to make a deposit. Any applicant for or industrial service at additional locations will be required to make a customer deposit of an estimated ninety days' bill at the new location unless said applicant has maintained a satisfactory payment record on all other industrial service accounts. Any time a customer changes location, payment history will be reviewed and if not satisfactory, the Company will request a deposit or an additional deposit; total deposit not to exceed an estimated ninety days' bill at the new location.

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DECISION NUMBER	C22-0642	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	November 1.	2022	

P.O. Box 840 Denver, CO 80201-0840 Original Sheet No. S19
Colo. PUC No. 6 cancels
Colo. PUC Nos. 2, 2A, 4 & 5 Sheet No.

GENERAL TERMS AND CONDITIONS

## NATURAL GAS SALES SERVICE

#### INTERRUPTIBLE INDUSTRIAL

## INDUSTRIAL DEPOSITS AND REFUNDS - Cont'd

Satisfactory payment history shall consist of no discontinuance of service for nonpayment, and not more that two Notices of Discontinuance being incurred on any account during the most recent twelve months' period of which none were mailed within the most recent six months.

The above deposit requirements are subject to the following considerations:

- 1. A surety bond or an irrevocable letter of credit from a financial institution will be accepted in lieu of a deposit but must be issued for an amount equal to the required deposit and be issued for a two year period. In the event a customer has not maintained a satisfactory payment record as described in the deposit refund provisions below, a surety bond or letter of credit will be required beyond two years and until such time as a satisfactory payment record is maintained.
- 2. An applicant for industrial service may have the option of having a commercial credit report obtained by the Company from a commercial credit reporting agency acceptable to the Company. The report must be requested in the exact name to appear on the account. If such report indicates that all bills equal to or greater than the total monthly estimated gas/electric bills are paid within sixty days of receipt, the deposit will not be required. This option is not available when the applicant has other commercial account(s) with the Company on which satisfactory payment history has not been established.

An existing industrial customer whose service is terminated for nonpayment will be required to make a deposit or an additional deposit prior to restoration of service, but the total deposit shall not exceed an estimated ninety days' bill. At any time an existing customer receives a fourth Notice of Discontinuance within the most recent six months' period, the customer will be subject to the deposit requirements as described herein. Customer deposits will be required in cases involving subterfuge.

All industrial customers adjudicated bankrupt or under reorganization by Court order will be required to make a deposit in accordance with these rules or as may be ordered by the Court.

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

as security is discontinued.

ADVICE LETTER NUMBER 500 SSUE DATE September 26, 1995

DECISION NUMBER C95-796 Rates & Regulatory Affairs DATE October 1, 1995

P.O. Box 840 Denver, CO 80201-0840 Thirtieth Revised Sheet No. S20

Twenty-ninth Revised Sheet No. S20

GENERAL TERMS AND CONDITIONS

INTERRUPTIBLE INDUSTRIAL

NATURAL GAS SALES SERVICE

## INDUSTRIAL DEPOSITS AND REFUNDS - Cont'd

Customer deposits for industrial accounts will be retained by the Company for a minimum period of two years or until service is discontinued, if sooner than two years.

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

Interest at the rate of 4.93 percent per annum shall be paid on customer deposits, either in cash or by a credit to the customer's account. Interest will be paid upon refund of the deposit or annually upon request of a customer. The interest rate is subject to change January 1 each year in accordance with the rules of The Public Utilities Commission of the State of Colorado. Whenever the interest rate is changed, deposits held by the Company shall earn interest at the new rate for the portion of time the deposit is held beyond the effective date of the interest rate change.

## DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST - INDUSTRIAL

A customer wishing to discontinue service shall give at least three days' notice to allow the Company time to render a meter reading and issue a final bill. The Company shall perform said meter reading within three days from the date to discontinue service. For the purpose of this special meter reading, such three calendar day shall not include Sundays or Holidays. The Company may prorate and estimate the final bill for a period less than the monthly billing period if the customer wants to discontinue service on a date other than the end date of his monthly billing period, as described in the Monthly Bills section of this natural gas tariff.

Where notice to discontinue service is not provided by the customer, the customer will be liable for payment of service until such time the Company is made aware of the discontinuance and can render a final reading of the meter. Notice by a customer to discontinue service will not relieve the customer from any minimum or guaranteed payment under a contract or an applicable rate schedule.

ADVICE LETTER NUMBER	1023		ISSUE DATE	November 28, 2023
DECISION	C23-0750	VICE PRESIDENT,	EFFECTIV	E January 1 2024

	Second Revised	Sheet No.	S21
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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

## DISCONTINUANCE OF SERVICE BY COMPANY - INDUSTRIAL

Company may discontinue service upon not less than fifteen (15) days' C written notice to customer of Company's intention to discontinue service:

- (1) If customer fails to pay, or make arrangements for payment of, bills for service rendered as provided in these rules.
- (2) If customer fails to comply with Company's rules and regulations after due notice of such failure is given by Company and reasonable time is allowed for compliance.
- (3) If customer's use of service is detrimental to the natural gas service being furnished by Company to other customers in the immediate vicinity or supplied from the same distribution system.

Discontinuance of service in accordance with (1) above shall not occur until Company has made a reasonable effort to give notice of the proposed discontinuance by telephone to the customer. Reasonable effort shall consist of: at least two attempts on separate days and at least 24 hours prior to the proposed discontinuance to make telephone contact at such telephone numbers as the customer may provide for such purpose to remind customer of the pending discontinuance and the terms to avoid same; or, at least two attempts by a field collector on separate days, and at least 24 hours prior to the proposed discontinuance, to make personal contact at the location of service to remind customer of the pending discontinuance and the terms to avoid same, or, having tried and failed to make contact in person, leaving written notice of the attempted contact and its purpose; or, at least one of each of the above-described attempts.

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

Failure to make agreed installment payments may result in service being terminated upon fifteen days' written notice and failure to make payment of current amounts due may result in service being terminated 30 days after the due date of the current bill upon

С

written notice of broken arrangements.

ADVICE LETTER NUMBER	676		ISSUE DATE _	June 5, 200	) 6
DECISION NUMBER		VICE PRESIDENT, Policy Development	EFFECTIVE DATE _	July 6, 200	06

	Second Revised	Sheet No	S22
P.O. Box 840 Denver, CO 80201-0840	First Revised	Cancels Sheet No	S22

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

### DISCONTINUANCE OF SERVICE BY COMPANY - INDUSTRIAL - Cont'd

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 fifteen (15) days of the date of such notice. C

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

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

Company may discontinue service without notice:

- (1) If the condition or installation of any part of the customers' gas piping apparatus, or appliances is found to be dangerous to life, health, or safety of any person. The Company does not assume responsibility and will not be held responsible for ascertaining such condition.
- (2) If the customer or anyone connected with customer or anyone with customer's knowledge or consent has violated any of the ordinances, statutes, or other lawful regulation of properly constituted authority applicable to customer's natural gas service. The Company does not assume responsibility and will not be held

responsible for ascertaining such condition.

(3) If service is found to have been restored by someone other than Company and the original cause for the discontinuance has not been cured.

ADVICE LETTER NUMBER 676		ISSUE DATE	June 5, 2006	_
DECISION NUMBER	VICE PRESIDENT, Policy Development	EFFECTIVE DATE	Julv 6, 2006	

Fourth Revised S23 Sheet No.

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

Cancels S23 Third Revised Sheet No.

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

### RESTORATION OF SERVICE - 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, applicable collection or reconnection charges, enters installment payment plan arrangement to pay the remaining account balance in equal monthly installments over a period of time not to exceed three 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 24 hours (excluding weekends and TN holidays), or within 12 hours if the customer pays any necessary after-hours | N charges after elimination by customer of the cause for discontinuance, unless extenuating circumstances prevent restoral. See Schedule of Charges | N for Rendering Service for after-hours charges. Extenuating circumstances N 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.

### AVERAGED MONTHLY PAYMENT PLAN

Customers served under Industrial service rates who have no Notice of Discontinuance of Service pending may elect, at their option, to pay monthly bills for service on an Averaged Monthly Payment Plan beginning with any billing month. Customers served under rate Schedules TF and TI are not eligible for service on an Averaged Monthly Payment Plan.

An industrial customer electing the Averaged Monthly Payment Plan shall pay a monthly amount equal to the estimated total annual bill divided by twelve (12). The estimated total annual bill is calculated based on a customer's most recent twelve (12) months' consumption and the then current rates of the Company. If the customer's consumption information is available for less than twelve (12) months, the available consumption information will be annualized to a common denominator of 365 days. Unless a review on the subsequent fourth  $(4^{th})$ , seventh  $(7^{th})$  or tenth  $(10^{th})$  month following the initial averaged monthly payment month shows an annual payment surplus or deficiency that exceeds a corporate-wide annual variance

threshold, the averaged monthly payment shall be paid by the customer for eleven (11) months. The twelfth  $(12^{th})$ month's payment shall be a settlement amount equal to the difference between the total of the prior eleven (11) months' payments and the actual billings for the twelve (12) month period.

ADVICE LETTER ISSUE 674 May 25, 2006 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** June 25, 2006 Policy Development DATE

P.O. Box 840 Denver, CO 80201-0840 Sub. Second Revised S23A Sheet No. Cancels Sub. First Revised S23A Sheet No. -

GENERAL TERMS AND CONDITIONS

INTERRUPTIBLE INDUSTRIAL

NATURAL GAS SALES SERVICE

## AVERAGED MONTHLY PAYMENT PLAN - Cont'd

This corporate-wide annual variance threshold is subject to change by the Company and is a fixed dollar amount applicable to each industrial customer for the remaining months of the Averaged Monthly Payment Plan year. Adjustments to the averaged monthly payment amount will only be made to the remaining months, either up or down, if the annual payment deficiency or surplus exceeds the corporate-wide annual variance threshold. The change in averaged monthly payment, if applicable, is the amount of annual payment surplus or deficiency divided by the remaining months of the Averaged Monthly Payment Plan year. The annual payment surplus or deficiency is the sum of 1) the difference between the amount of customer's payments and the actual payments due over the months in the review period and 2) the change in the estimated total bill for the remaining months of the customer's Averaged Monthly Payment Plan year based on a change in consumption pattern and/or current rates effective at the time of the review. The settlement month shall be the twelfth (12) month of the Averaged Monthly Payment Plan vear.

Averaged Monthly Payment Plan customers with a settlement amount, if the settlement amount is a credit balance the Company will issue a check to the customer in the amount of the credit balance, or the customer may elect to have the credit applied to future billings. If the settlement amount is a debit balance owed by the customer the total balance will be due and payable on the due date shown on the bill for the settlement month, except that in the event the debit balance exceeds twenty dollars (\$20), the customer may elect to pay the debit over a two (2) month period with at least one half of the total debit balance payable in the settlement month.

The customer may continue on the Averaged Monthly Payment Plan for succeeding years, in which case the settlement month for each year will occur in twelve (12) month cycles starting with the beginning month.

If a customer electing the Averaged Monthly Payment Plan fails to pay the averaged monthly payment obligation in any month, normal collection procedures shall be applicable for the outstanding averaged monthly payment Upon termination of service of a customer or upon a customer's election to discontinue billing on the Averaged Monthly Payment Plan, the customer will be removed from the plan and the entire outstanding amount of the account for actual usage shall be due and payable.

The monthly, averaged monthly payment amount will be adjusted for changes in the Company's base rates, changes in general rate schedule adjustments and other cost adjustments that result in an increase or decrease in the customers averaged monthly payment amount above or below the corporate-wide annual threshold.

ADVICE LETTI NUMBER _	ER 625 Amended		ISSUE DATE	May 25, 2004
DECISION NUMBER		VICE PRESIDENT, Policy Development	EFFECTIVI DATE	June 1, 2004

	<u>S</u>	ub. First Revised	Sheet NoS24-S25
P.O. Box 840 Denver, CO 80201-0840	<u>0</u>	riginal	Cancels Sheet No. S24-S25
	RESERVED FOR FU	JTURE FILING	
ADVICE LETTER NUMBER 567		ISSUE DATE	July 31, 2000
DECISION NUMBER C00-801	VICE PRE		

				Sub. S	Second R	evised	Sheet No.	S26
P.O. Box 840 Denver, CO 80201	-0840			First	Revised		Cancels Sheet No.	S26
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		RESERVED	FOR	FUTURE	FILING			
ADVICE LETTER NUMBER	567					ISSUE DATE	July 31,	2000
DECISION NUMBER	C00-801		VICE	PRESIDENT, Development		EFFECTIV DATE		

Sub. First Revised Sheet No. S27-S33

## PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840 Denver, CO 8020	1-0840		Original		Cancels Sheet No	s27-s33
		RESERVED F	OR FUTURE FILING			
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NUMBER	567		VICE PRESIDENT, Policy Development	ISSUE DATE EFFECTIVE DATE	July 31,	
NUMBER	C00-801		Policy Development	DATE	August 1	<u>,</u> 2000

P.O. Box 840 Denver, CO 80201-0840 Eighth Revised Sheet No. T1

Sub. Seventh Revised Sheet No. T1

## GAS TRANSPORTATION TERMS AND CONDITIONS

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NUMBER

C22-0642

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs ISSUE October 27, 2022

DATE November 1, 2022

			Sub. Third R	evised	Sheet No	T1A
P.O. Box 840 Denver, CO 8020	1-0840		Sub. Second	Revised	Cancels Sheet No	T1A
		RESERVED FOR	R FUTURE FILING			
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DECISION NUMBER	R20-0046	REGIONA Rates 8	AL VICE PRESIDENT, & Regulatory Affairs	EFFECTIVE DATE	March 1,	2020

P.O. Box 840 Denver. CO 80201-0840 Sixth Revised Sheet No. T2

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ADVICE LETTER NUMBER 1004 ISSUE DATE October 27, 2022

DECISION NUMBER C22-0642 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs DATE November 1, 2022

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P.O. Box 840 Denver, CO 80201-0840 Sub. Sixth Revised Sheet No. T4

Sub. Fifth Revised Sheet No. T4

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### GENERAL STATEMENT

Gas Transportation Service is subject to the rates, charges, terms, and conditions of Transporter's Gas tariff on file and in effect with the Public Utilities Commission of the State of Colorado (Commission), including these Gas Transportation Terms and Conditions, all of which are subject to termination, change, or modification, in whole or in part, at any time as provided by the rules of the Commission. The following Gas Transportation Terms and Conditions, filed with the Commission as part of Public Service Company of Colorado's (Transporter's) Gas tariff, set forth the terms and conditions under which Gas Transportation Service is provided and govern all classes of such service, and the related transportation rate schedules, in all territory served by Transporter. Gas Transportation Service furnished by Transporter is also subject to the Commission's Rules Regulating Gas Utilities and Pipeline Operators and other applicable provisions of Transporter's Gas tariff.

Capitalized terms other than proper names not defined in these Gas Transportation Terms and Conditions shall have the definition set forth in the Rules and Regulations Applicable to All Natural Gas Services section of the Company's Gas tariff. In the event conflict exists between these Gas Transportation Terms and Conditions and the Rules and Regulations Applicable to All Natural Gas Services, the Gas Transportation Terms and Conditions shall control for purposes of Gas Transportation Service.

These Gas Transportation Terms and Conditions are applicable to all existing and new Shippers and Receiving Parties taking delivery from Transporter of Gas Transportation Service.

Any waiver at any time of Transporter's rights or privileges under these Gas Transportation Terms and Conditions or under any individual Service Agreement entered into pursuant to this tariff shall not be deemed a waiver as to any right or privilege in any other circumstance or matter.

ADVICE LETTER NUMBER 962 ISSUE DATE February 21, 2020

DECISION NUMBER R20-0046 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs DATE March 1, 2020

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

Seve	nth Rev	vised	Sheet No.	Т5
Sub.	Sixth	Revised	Cancels Sheet No	Т5

#### GAS TRANSPORTATION TERMS AND CONDITIONS

### SHIPPER, RECEIVING PARTY AND AGENT ACKNOWLEDGEMENTS

All parties taking Gas Transportation Service from Transporter, including Shipper, Receiving Party and Agent, acknowledge and agree to the foregoing General Statement, as well as the following:

- 1) All Gas Transportation Service provided to Shipper and the Receiving Party by Transporter is for the benefit of the Receiving Party, and in the event that timely payment is not made for any service, or any rule or regulation of Transporter or the Commission is violated by Shipper, Receiving Party or Agent, all service provided shall be subject to suspension or termination in accordance with Transporter's Gas tariff;
- 2) Shipper is responsible for obtaining Shipper's Gas for tender to Transporter at the Receipt Points, making payment of all costs of such gas from sources other than Transporter, nominating quantities at Receipt Points and Delivery Points, managing Imbalances of Gas, and otherwise complying with its Service Agreement and Transporter's Gas tariff. If Shipper fails to comply with the terms of its Service Agreement, these Gas Transportation Terms and Conditions, and other Gas tariff obligations or agreements with Transporter, Transporter shall not be required to provide Transportation Service.
- 3) Shipper, Agent and/or Receiving Party agree to cooperate with the Company's reasonable requests for information or assistance.

ADVICE LETTER NUMBER 1004 ISSUE DATE October 27, 2022

DECISION REGIONAL VICE PRESIDENT. EFFECTIVE

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### DEFINITION OF TERMS

 $\underline{\text{Agent}}$  - A third party who has the authority under a duly executed Agency Agreement to exercise certain or all rights and/or perform certain or all obligations set forth in the Service Agreement for the benefit of the Shipper(s) and/or for the benefit of the Receiving Party(ies). The Agent and the Shipper may be one and the same.

Agency Agreement - An agreement between a Shipper and its Agent and/or between a Receiving Party and its Agent.

 $\frac{\text{Allocation(s)}}{\text{(s)}}$  - The determination of gas quantities at Receipt Point(s) and Delivery Point(s).

Backup Reservation Quantity - The maximum daily quantity of Backup Sales Service Natural Gas that a Shipper, with a Firm Gas Transportation Service Agreement, may purchase from Transporter. The applicable maximum quantities will be set forth in Shipper's Service Agreement or amendments thereto.

Balancing - Shipper's obligation, whether or not delegated to an Agent, to match physical quantities of Shipper's Gas with the Scheduled Quantities at the Receipt Point(s) and Delivery Point(s) and to balance (or make equal) monthly and daily receipt and delivery quantities, as required under this tariff.

<u>Capacity Interruption or Interruption</u> - The discontinuance of Transportation Service due to Transporter's inability to provide such service due to capacity constraints on Transporter's System or other operational reasons.

<u>Category One Receipt Point List</u> - A designation contained on the Master Point List (found in Transporter's EBB) indicating those point(s) available for Shippers to tender Gas to Transporter on an interruptible basis.

Category Two Receipt Point List - A designation contained on the Master Point List (found in Transporter's EBB) indicating those unique point(s) available for Shippers to tender gas to Transporter on an interruptible basis that may be available from time-to-time. These points may require Transporter to provide Transportation Service by displacement and, therefore, must be approved in advance by Transporter.

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DECISION NUMBER	R20-0046	REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	March 1, 2020

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### DEFINITION OF TERMS - Cont'd

 $\underline{\text{Central Clock Time or CCT}}$  - Central Standard Time except for that period when daylight savings time is in effect. During this daylight savings time period, CCT shall mean Central Daylight Time.

CIG TF Transportation Rate - The maximum transportation commodity rate (per Dth), including applicable charges for fuel, lost and unaccounted for gas, and all other applicable surcharges and fees in effect from time to time for firm transportation service under Rate Schedule TF-1, or successor rate schedule, of Colorado Interstate Gas Company's (CIG) Federal Energy Regulatory Commission gas tariff.

CIG TI Transportation Rate - The maximum transportation commodity rate (per Dth), including applicable charges for fuel, lost and unaccounted for gas, and all other applicable surcharges and fees in effect from time to time for firm transportation service under Rate Schedule TI-1, or successor rate schedule, of Colorado Interstate Gas Company's (CIG) Federal Energy Regulatory Commission gas tariff.

Confirmed Quantity(ies) - The quantity of gas that has been nominated by a Shipper and, in whole or in part, been approved by the Interconnecting Party or Transporter for transportation on Transporter's System for a specific Gas Day.

 $\frac{\text{Contract Year}}{30\text{, or such other period as specified by Transporter in the Service Agreement.}$ 

 $\underline{\text{Default Imbalance}}$  - An unresolved cumulative under-delivery Imbalance for the current Month that exceeds 50% of the current Month deliveries as of any Gas Day after the tenth Day of the Month.

 $\underline{\text{Delivery}}$  - Transporter's action of delivering Gas from Transporter's System to the Shipper and/or the Receiving Party at the Interconnect between Transporter's System and the facilities of the Shipper and/or the Receiving Party.

 $\underline{\text{Delivery Point}(s)}$  - The point(s) where Transporter delivers Gas to the Receiving Party for Shipper's account.

ADVICE LETTER NUMBER	962		ISSUE DATE	February 21, 2	2020

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### GAS TRANSPORTATION TERMS AND CONDITIONS

### DEFINITION OF TERMS - Cont'd

<u>Electronic Bulletin Board or EBB</u> - Transporter's Electronic Bulletin Board available on Transporter's designated interactive internet website that contains data and informational elements, including those as described in these Gas Transportation Terms and Conditions.

Fuel, Lost and Unaccounted-For Gas or FL&U - A quantity of gas equal to that lost and unaccounted for in Transporter's System, stated in terms of a percentage of the quantities received into Transporter's System, computed and adjusted annually for each calendar year as set forth in the applicable Transportation Rate Schedule.

 $\underline{\text{FL\&U Percentage}}$  - Transporter's total system fuel and loss quantities adjusted for Transporter-owned storage, plant fuel, and gas shrinkage for the twelve (12) months ending June 30.

Gas or Natural Gas - Any mixture of hydrocarbons consisting essentially of methane. These terms need not be capitalized to have this meaning.

Gas Day - A period of twenty-four (24) consecutive-hours beginning and ending at 9:00 a.m. CCT. The reference date for any Gas Day shall be the date at the beginning of such 24-hour period.

Gas Transportation Service or Transportation Service - Any services related to the transportation of gas provided by Transporter to a Shipper or Receiving Party pursuant to Transporter's Gas tariff and the applicable Service Agreement.

Imbalance - The difference between the quantity of Shipper's Gas tendered by Shipper at the Receipt Point(s) (less FL&U) and the quantity of Shipper's Gas delivered by Transporter at the Delivery Point(s) to Shipper or for Shipper's account to the Receiving Party.

 $\underline{\text{Imbalance Resolution Gas}} \ - \ \text{The quantity of Gas necessary to correct a current Month Imbalance between Shipper and Transporter.}$ 

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DATE <u>February 21, 202</u>

EFFECTIVE March 1, 2020

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### DEFINITION OF TERMS - Cont'd

Index Price One - A gas commodity market index price equal to the highest reported "Weekly Weighted Average Price" for CIG Rocky Mountains, as published by Platts Gas Daily on the first Business Day of each week of a four-week period, where the first applicable "Weekly Weighted Average Price" for each such four-week period includes the fourth (4th) calendar day of the Month. Should Platts Gas Daily become unavailable, Transporter shall determine the highest weekly average index price based on information posted in a similar publication.

Index Price Two - A gas commodity market index price equal to the lowest reported "Weekly Weighted Average Price" for CIG Rocky Mountains, as published by Platts Gas Daily on the first Business Day of each week of a four-week period, where the first applicable "Weekly Weighted Average Price" for each such four-week period includes the fourth (4th) calendar day of the Month. Should Platts Gas Daily become unavailable, Transporter shall determine the lowest weekly average index price based on information posted in a similar publication.

<u>Interconnect</u> - A point at which any non-Transporter owned facility, including, but not limited to, third-party-owned pipelines, plants, and gathering systems, connects with Transporter's System.

 $\frac{\text{Interconnection Agreement}}{\text{party that contemplates construction, payment for construction,}} \text{ ongoing operation and maintenance, and other obligations between the parties at an Interconnect.}$ 

<u>Interconnecting Party(ies)</u> - The Operator of the non-Transporter owned facilities at the Interconnect.

Local Distribution Company or LDC Customer - Any Shipper that is interconnected with and receives gas deliveries from Transporter, other than an interstate pipeline or an intrastate transmission pipeline, and is engaged in the sale and distribution of Gas for end-user consumption. An LDC may also perform transportation services for its end use customers, and/or for another LDC and/or its end use customers, as authorized under its effective Colorado jurisdictional tariffs.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Maximum Daily Quantity or MDQ - The maximum daily quantity of Gas that Transporter agrees to deliver at each Delivery Point as agreed by the parties. The Maximum Daily Quantity shall be established at a level intended to represent no less than the Receiving Party's actual daily usage requirements at each Delivery Point. This term is used interchangeably with Peak Day Quantity, or PDQ, as well as Maximum Daily Transportation Quantity, or MDTQ.

<u>Master Point List</u> - A listing of all currently available Receipt Points as provided on Transporter's EBB.

Measurement Error - An error caused by a defect or malfunction in gas measurement communication instrumentation or an unintentional human error in the retrieval, entry, processing, calculation, posting or transcribing of volumetric data, resulting in the posting/billing by Transporter of an incorrect quantity of gas delivered to a Shipper.

 $\underline{\text{Month}}$  - The period beginning at 8:00 a.m. Mountain Clock Time (9:00 AM CCT) on the first day of a calendar month and ending at 7:59 a.m. Mountain Clock Time (8:59 AM CCT) on the same day of the following calendar month.

 $\underline{\text{NAESB}}$  Standards or NAESB WGQ Standards – The business practices and electronic communication practices, protocols and processes promulgated by the North American Energy Standards Board (also known as the Wholesale Gas Quadrant or the Gas Industry Standards Board).

 $\underline{\text{Nominations}}$  - The physical quantity of gas that a Shipper requests to transport on Transporter's System for a specific Gas Day. Nominations are to be adjusted to include FL&U and shall be made on a Dekatherm basis.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### DEFINITION OF TERMS - Cont'd

OFO Tolerance Level - The quantity or percentage of the total transportation quantity specified in an Operational Flow Order that can be under- or over-delivered to an Operational Area by a Shipper during the period of an Operational Flow Order without incurring additional charges.

On Peak Demand Quantity - The maximum daily firm capacity that a Shipper with an Interruptible Gas Transportation Service Agreement may purchase from Transporter, with the applicable maximum quantity set forth in Shipper's Service Agreement or amendments thereto.

Operational Area - Regional areas of Transporter's System consisting of pipeline facilities that receive and deliver Gas that is regularly commingled and interchanged with other gas supplies received and delivered in that Operational Area. Operational Areas are posted on Transporter's EBB. Receiving Parties under a Service Agreement shall be grouped under a specific Operational Area based on their location. The location of Delivery Points shall determine the Operational Area under which the Service Agreement shall be grouped.

Operational Balancing Agreement or OBA - The contract between Transporter and the Interconnecting Party at a Receipt Point or Delivery Point that specifies the balancing procedures to manage Receipt Point and/or Delivery Point variances at an Interconnect.

Operational Flow Order or OFO - An order issued by Transporter as allowed by this tariff to alleviate conditions that threaten or could threaten the safe operation or integrity of Transporter's System or to maintain operations required to provide efficient and reliable firm gas service, which is issued for all or a specific portion of a Gas Day(s) and covering either a designated Operational Area, or a designated Shipper or group of Shippers within an Operational Area that Transporter reasonably believes are causing the condition necessitating the OFO.

Operator - The party that controls the movement of gas through an Interconnect.

Primary Receipt Point(s) - Receipt Point(s) specified in the Service D Agreement or amendments thereto as Primary Receipt Point(s) where Receiving Party D is entitled to firm gas on Transporter's System under either Firm Gas Transportation Service or the On-Peak Demand Quantity Option under Interruptible Gas Transportation Service.

ISSUE December 20, 2022 1007 NUMBER DATE DECISION REGIONAL VICE PRESIDENT, **EFFECTIVE** C22-0804 January 1, 2023 Rates & Regulatory Affairs DATE

ADVICE LETTER

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### DEFINITION OF TERMS - Cont'd

<u>Prior Period Adjustment</u> - A retroactive correction of the Gas quantities received, transported, delivered and/or used as initially accounted-for and reported by Transporter, necessitating a correction of Transporter's transportation service billing for a period of at least one (1) Month, but not to exceed twenty-four (24) Months.

Receipt Point(s) - The Interconnect wherein Transporter receives Gas tendered by or for the account of Shipper for transportation on Transporter's System. Receipt Points are specified in the Service Agreement or amendments thereto and/or in the Master Point List on Transporter's EBB.

Receiving Party(ies) - The party or parties that take delivery of Natural Gas from Transporter at the Delivery Point(s). The Receiving Party(ies)/end-use customer and the Shipper may be one and the same.

Scheduled Quantity(ies) - The quantity of Natural Gas (plus FL&U) that the Shipper nominates, the Operator confirms for Transporter, and Transporter verifies with upstream and downstream parties for Shipper to receive at the Receipt Point(s), and/or the quantity of Natural Gas that Transporter delivers to Shipper (or for Shipper's account) at the Delivery Point(s) for a specific Gas Day.

 $\underline{\text{Secondary Delivery Point(s)}} \ - \ \text{Authorized Delivery Point(s)} \ \ \text{that is} \\ \text{not considered as a Primary Delivery Point(s).}$ 

 $\frac{\text{Secondary Receipt Point(s)}}{\text{Primary Receipt Point(s).}} - \text{Authorized Receipt Point(s) that are not}$ 

 $\underline{Service\ Agreement}\ -\ The\ agreement\ entered\ into\ between\ Transporter$  and the Shipper providing for firm or interruptible transportation of Gas from the Receipt Point(s) through Transporter's System to the Delivery Point(s).

ADVICE LETTER NUMBER 1004 ISSUE DATE October 27, 2022

DECISION NUMBER C22-0642 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs DATE November 1, 2022

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#### PUBLIC SERVICE COMPANY OF COLORADO

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### DEFINITION OF TERMS - Cont'd

Shipper - A party who takes Gas Transportation Service on Transporter's System, on either a firm or interruptible basis. In addition, an Agent, Shipper, and/or Receiving Party may be one and the same.

Shipper's Gas - Gas for which title is held by the Shipper or the Receiving Party.

<u>System</u> - The pipelines, compressor stations, regulator stations, meters, gas processing facilities and other related facilities owned by Transporter utilized in providing Transportation Services.

<u>Transporter</u> - Public Service Company of Colorado, also sometimes referred to as the Company.

Unauthorized Overrun Penalty - An amount charged (i) to a Shipper in T the event a Shipper's deliveries exceed an OFO Tolerance Level; (ii) to a Shipper receiving Firm Transportation Service or the On Peak Demand Quantity Option under Interruptible Transportation Service that fails to comply with an order by Transporter directing the Shipper to a Primary Receipt Point and such Shipper continues to use Secondary Receipt Point(s); N or (iii) to an Interruptible Transportation Shipper transporting Gas above its On Peak Demand Quantity in the event of an Interruption. Transporter N will provide Shipper notice of the applicable Unauthorized Overrun Penalty.

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Sub. Sixth Revised

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

#### TRANSPORTATION SERVICE OPTIONS

#### Firm Transportation Service

Firm Transportation Service consists of the reservation of firm capacity on Transporter's System and the transportation of Shipper's Gas on Transporter's System from a Shipper's Receipt Point(s) Delivery Point(s) on a firm basis. The terms of Firm Transportation Service provided to a Shipper, as well as any Backup Sales Service provided to Shipper, shall be as set forth in the Shipper's Firm Gas Transportation Service Agreement or amendments thereto and Transporter's Gas tariff.

All applications, agreements, and amendments for Firm Transportation  $\mid$  N Service must contain Primary Receipt Point(s). In addition to all other remedies available under the Gas tariff, Transporter may direct Shipper to such Primary Receipt Point(s) when system conditions warrant and charge Shipper an Unauthorized Overrun Penalty per Dth used at Secondary Receipt Point(s) for failure to comply. An Unauthorized Overrun Penalty may also be imposed under the additional circumstances provided in the definition of Unauthorized Overrun Penalty in the Gas Transportation Terms and Conditions.

### Backup Sales Service Option (no longer available for new Service Agreements or Amendments to Service Agreements as of November 1, 2022)

The Backup Sales Service option, if selected by Shipper approved by Transporter, allows a Shipper taking Transporter's Firm Transportation Service to pay a reservation charge giving Shipper rights to purchase sales gas up to Shipper's Backup Reservation Quantity. Backup Sales Service option shall be made available to Shipper for and on behalf of the Receiving Party only.

A Shipper requesting to enter into or revise a Service Agreement to add the Backup Sales Service option shall submit either a Request for Transportation Service or a Request to Amend/Change Transportation Service Agreement, specifying the requested Backup Reservation Quantity. The Backup Reservation Quantity shall not be greater than the MDQ requested by the Shipper and approved by Transporter for Transportation Service.

In general, it is preferable that requests for the Backup Sales Service option be submitted with sufficient time to begin such service on May 1. Transporter will review Requests for the Backup Sales Service option on a first-come, first-served basis, based upon the date of receipt of the request. Requests for the Backup Sales Service option, and the associated requested Backup Reservation Quantity, shall be

approved or denied by Transporter in writing, at its sole discretion, within sixty (60) days of Transporter approval will specify receipt thereof. the form of security required, if any, consistent with the Security for Gas Transportation section of these Gas Transportation Terms and Conditions.

ADVICE LETTER

1004

REGIONAL VICE PRESIDENT, C22-0642

ISSUE DATE

October 27, 2022

**EFFECTIVE** DATE

November 1, 2022

NUMBER

DECISION

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### TRANSPORTATION SERVICE OPTIONS - Cont'd

### Backup Sales Service Option - Cont'd

The agreed Backup Reservation Quantity shall be set forth in Shipper's Firm Gas Transportation Service Agreement or amendments thereto. Transporter will commence the Backup Sales Service option after it determines that sufficient supplies are available, but no earlier than the first Gas Day of the following Month.

In order to purchase Natural Gas from Transporter under the Backup Sales Service option, Shipper must nominate requested quantities for the Month in accordance with Transporter's Nomination procedures. Shippers may only nominate Backup Sales Service gas quantities up to Shipper's Backup Reservation Quantity.

By approving a request for the Backup Sales Service option, Transporter will not be obligated to stand ready to provide Backup Sales Service at a level above the Backup Reservation Quantity reserved. The availability of the Backup Sales Service option to any Shipper, including LDC Customers, shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Transporter and the Shipper or any amendment thereto, and otherwise may be denied by Transporter in its sole discretion.

### Interruptible Transportation Service

Interruptible Transportation Service consists of the transportation of gas on Transporter's System from a Shipper's Receipt Point(s) to its Delivery Point(s) on an interruptible basis. Interruptible Transportation Service is subject to availability of System capacity in Transporter's System. Should Transporter, in its sole judgment, determine that adequate System capacity is unavailable or that emergency circumstances otherwise warrant, then Shipper and Receiving Party are subject to immediate Interruption of Transportation Service. The terms of Interruptible Transportation Service provided to a Shipper and Receiving Party, as well as any On Peak Demand Quantity provided to Shipper and Receiving Party, shall be as set forth in the Shipper's Interruptible Gas Transportation Service Agreement or amendments thereto and Transporter's Gas tariff.

Transportation service under this schedule is interruptible and is subject to immediate discontinuance to Shipper and Receiving Party by Transporter in accordance with the Service Agreement. Whenever circumstances reasonably permit, Transporter will endeavor to give Shipper and Receiving Party advance notice of Interruption of

Transportation Service, and Shipper shall ensure that each Receiving Party shall immediately discontinue the use of Gas as directed by Transporter. Transporter may use its sole discretion in prioritizing interruptions when disruption of a particular Receiving Party(ies) Interruptible Transportation Service would cause a public safety concern or affect critical infrastructure.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### TRANSPORTATION SERVICE OPTIONS - Cont'd

### Interruptible Transportation Service - Cont'd

In addition to the Shipper, the Receiving Party (to the extent not also the Shipper) shall not only be responsible for complying with |N|curtailment orders, but is also responsible for demonstrating the N ability to comply with curtailment orders, including through curtailment demonstration tests requested by the Transporter.

If the Receiving Party fails to discontinue the use of Gas as provided herein, Transporter may discontinue service to the Receiving Party by physically shutting off the gas supply. In addition, during an Interruption a Shipper and/or Receiving Party transporting Gas above its On Peak Demand Quantity shall be subject to Unauthorized Overrun Penalties. An Unauthorized Overrun Penalty may also be imposed under the additional circumstances provided in the definition of Unauthorized  $\mid$  N Overrun Penalty in the Gas Transportation Terms and Conditions. Authorized representatives of Transporter shall have at all times the |N|right of ingress and egress to Receiving Party's premises. determination by Transporter that the necessity for Interruption has ceased, Gas Transportation Service shall be resumed.

In addition to other available remedies, Transporter, in its sole discretion, may upon thirty (30) days' prior notice, move Receiving Party from Interruptible Transportation Service to firm service if the Receiving Party:

- 1) fails to curtail interruptible load in compliance with a curtailment order from the Transporter;
- 2) fails to comply with a Transporter requested curtailment demonstration test;
- 3) fails to maintain or provide Transporter with current contact information as required by these Gas Transportation Terms and Conditions;
- 4) fails to respond to Transporter's communications;
- 5) fails to make Transporter's equipment accessible for ingress or egress; or
- 6) fails to comply with any provisions of Interruptible Transportation Service.

Receiving Party must comply with Transporter's Distribution Extension Policy (if applicable) when moving to firm, If Transporter exercises this option, Receiving Party is not eligible for any interruptible service for at least one (1) year after termination of Interruptible Transportation Service. Upon the expiration of such one (1) year period, the Receiving Party may request to return to interruptible service. Approval will be at Transporter's sole discretion.

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GAS TRANSPORTATION TERMS AND CONDITIONS

### TRANSPORTATION SERVICE OPTIONS - Cont'd

### Curtailment Demonstration Test

Transporter may order Receiving Party(ies) taking Interruptible Transportation Service to curtail their interruptible load as part of a curtailment demonstration test. Receiving Party(ies) must demonstrate that they are able to comply with curtailment orders as part of this test.

### On Peak Demand Quantity

Shippers receiving Interruptible Transportation Service have the option to contract, on behalf of a Receiving Party, for firm capacity that is not subject to Interruption. Shippers entering into or amending Interruptible Gas Transportation Service Agreements may request an On Peak Demand Quantity. Commitments for an On Peak Demand Quantity shall be at the option of Transporter, dependent upon the sufficiency of pipeline and System capacity with respect to the requirements Transporter's other firm gas sales Customers and firm Shippers. Such quantities shall be requested and approved in accordance with the Initiating and Amending Gas Transportation Service section of these Gas Transportation Terms and Conditions. The maximum daily On Peak Demand Quantity to be supplied to each Receiving Party for any Delivery Point shall be as specified in the Service Agreement or amendments thereto. The minimum duration of a Receiving Party's commitment for the On Peak | NDemand Quantity Option shall be twelve (12) months. If a Receiving Party |N|ends its On Peak Demand Quantity Option, Receiving Party(ies) will not be allowed back on the Option for twelve (12) months.

Upon approval of the On Peak Demand Quantity, Shipper may nominate firm capacity up to the On Peak Demand Quantity specified in Shipper's Service Agreement or amendments thereto. Such Nominations shall be made in accordance with Transporter's Nomination procedures.

All applications, agreements, and amendments for the On Peak Demand  $\mid \mathbb{N}$ Quantity Option must contain Primary Receipt Point(s). In addition to all other remedies available under the Gas tariff, Transporter may direct Shipper to such Primary Receipt Point(s) when system conditions |  $\mathbb N$ warrant and charge Shipper an Unauthorized Overrun Penalty per Dth used  $\mid \mathbb{N}$ at Secondary Receipt Point(s) for failure to comply. An Unauthorized Overrun Penalty may also be imposed under the additional circumstances provided in the definition of Unauthorized Overrun Penalty in the Gas  $\mid \mathbb{N}$ Transportation Terms and Conditions.

Transporter may accept or reject Nominations in excess of the On Peak Demand Quantity at its discretion. Accepted Nominations in excess of the On Peak Demand Quantity shall be made available interruptible basis.

### INITIATING AND AMENDING GAS TRANSPORTATION SERVICE

Initiating or amending Gas Transportation Service with Transporter shall be subject to all of following requirements:

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

### Request for Transportation Service

Shipper shall submit to Transporter a fully completed (i) Request for Gas Transportation Service in the form attached to these Gas Transportation Terms and Conditions and (ii) Gas Transportation Credit Application found on Transporter's EBB.

To determine whether capacity is available on Transporter's System to provide the requested Gas Transportation Service, Transporter will consider the existing and proposed methods of delivering and receiving gas through its System, the requirements of Rule 4206 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, and the overall needs of existing customers on Transporter's System.

The request will either be approved or denied by Transporter in writing within thirty (30) days of the receipt thereof and of all required documents and information from Shipper in the timeframes set forth herein. If, however, Shipper is requesting the Backup Sales Service option, the request will either be approved or denied by Transporter in writing within sixty (60) days of the receipt thereof.

Transporter approval will also specify the form of security required, consistent with the Security for Gas Transportation section of these Gas Transportation Terms and Conditions.

If Transporter provides notice that additional facilities to provide service to Shipper are required as a condition for approval, Transporter will provide the information specified in the New or Additional Facilities section of these Gas Transportation Terms and Conditions. Where not otherwise governed by an agreement under Transporter's Distribution Extension Policy (Gas), the Shipper's or Receiving Party's terms of construction will be set forth in the Service Agreement, Interconnect Agreement, or other written agreement with Transporter.

Upon Transporter approval of a Request for Gas Transportation Service, Transporter shall tender to Shipper or Receiving Party an executable Service Agreement. A Service Agreement can only cover the Transporter Balancing Option or the Shipper Daily Balancing Option, but not both. Unless otherwise agreed, Gas Transportation Service is only available for a minimum period of one (1) year commencing on an effective date set forth in the applicable Service Agreement, and continuing from year to year thereafter, until canceled in accordance the Service Agreement, the applicable rate schedule and Transporter's Gas tariff, including these Gas Transportation Terms and Conditions.

Within thirty (30) days of Shipper's receipt of an executable Service Agreement from Transporter, Shipper shall execute and deliver to Transporter such Service Agreement. Shipper must also, within that same timeframe, establish and maintain sufficient security as set forth in the Security for Gas

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Sub. Sixth Revised Sheet No. T18

#### GAS TRANSPORTATION TERMS AND CONDITIONS

### INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

#### Request for Transportation Service - Cont'd

Transportation Service section of these Gas Transportation Terms and Conditions. If Transporter has not received an executed Service Agreement within the required time, Transporter has the right to withdraw or reject the Service Agreement.

Transporter shall endeavor to establish and provide service within the time specified in the Request for Gas Transportation Service, but shall not be obligated to do so.

If a Request for Gas Transportation Service is denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the Request for Gas Transportation Service acceptable. Transporter will retain records of the rejection notice for two (2) years.

If a party tenders Gas onto the System without a corresponding Service Agreement, and the Gas meets Gas Quality specifications in Transporter's Gas tariff, such party is subject to Transporter's Gas tariff then in effect upon Transporter's receipt of such Gas. All such Gas received onto Transporter's System shall become the property of Transporter immediately.

### Amending Transportation Service

To amend its Transportation Service, Shipper shall submit to Transporter a fully completed Request for Amendment/Change Notification to Gas Transportation Service Agreement in the form attached to these Gas Transportation Terms and Conditions and available on Transporter's EBB. The request will either be approved or denied by Transporter in writing within thirty (30) days of the receipt thereof and of all required documents and information from Shipper in the timeframes set forth herein, except where Shipper is requesting the Backup Sales Service option as set forth in the Backup Sales Service Option section of these Gas Transportation Terms and Conditions. Transporter approval will also specify the form of security required, consistent with the Security for Gas Transportation section of these Gas Transportation Terms and Conditions.

If Transporter provides notice that additional facilities to provide service to Shipper are required as a condition for approval, Transporter will provide the information specified in the New or Additional Facilities section of these Gas Transportation Terms and Conditions. Where not otherwise governed by an agreement under Transporter's Distribution Extension Policy (Gas), the Shipper's or

Receiving Party's terms of construction will be set forth in the Service Agreement, Interconnect Agreement, or other written agreement with Transporter.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

### Amending Transportation Service - Cont'd

Upon Transporter's approval of an amendment, and receipt of any additional required Security, the changes requested by the amendment will be reflected on the EBB and will be considered to be part of the Service Agreement. Transporter shall endeavor to establish and provide service within the requested timeframe, but shall not be obligated to do

If a requested amendment is denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the requested amendment acceptable. Transporter will retain records of the rejection notice for two (2) years.

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ADVICE LETTER NUMBER

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Sub. Fifth Revised Sheet No. T19

#### GAS TRANSPORTATION TERMS AND CONDITIONS

### SECURITY FOR GAS TRANSPORTATION SERVICE

Except to the extent Transporter agrees to accept unsecured credit, any Shipper requesting or receiving Gas Transportation Service shall be required to post security as a condition of service in an amount and form that is acceptable to Transporter.

Eligible security may include cash deposits, an irrevocable standby letter of credit, or parental guaranty in a form and from an issuing entity acceptable to Transporter, or other security acceptable to Transporter. Any unsecured credit offered to Shipper will be based on Transporter's review of Shipper's financial statements, senior unsecured long-term debt (un-enhanced by third party support), any third party credit ratings (e.g., Moody's, Standard & Poor's/S&P, or Fitch), recent payment history, and/or other information relating to Shipper's creditworthiness.

Consistent with this provision, Transporter may review an existing N Shipper's financial condition and information relating to an existing N Shipper's creditworthiness periodically at Transporter's sole discretion. N Shipper shall provide information requested by Transporter for the purpose of such a review within thirty (30) calendar days of Transporter's request. N Additional security may be required as a result of such review.

Shipper grants to Transporter a first priority, continuing security interest in, lien on and right of set-off against all security provided hereunder. Any security required hereunder shall not be considered as advance payment or partial payment of any bill for service, but as a prerequisite for service, or continued service, and shall not be transferable to another Shipper. Transporter may apply the security against unpaid Shipper bills for service received on or after sixty (60) days N following the due date of such unpaid Shipper bill(s) and, in addition to other remedies under these Gas Transportation Terms and Conditions, N Transporter may require that Shipper replenish security in the amount of N the security applied by Transporter.

The amount of security required as a condition of service shall not exceed the sum of the applicable Gas Transportation charges for the highest three (3) months of estimated or historical usage. However, in C instances where such service requires the development of new facilities or expansion of the system, Transporter may require additional credit assurance based on the projected cost of such new facilities or expansion capacity.

Shipper may, in writing, request a reevaluation of security N requirements upon a reasonable showing of a material reduction in N Shipper's risk to Transporter. N

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### SECURITY FOR GAS TRANSPORTATION SERVICE - Cont'd

In cases of Receiving Parties that execute their own Service Agreement with Transporter, if such Receiving Party has maintained a satisfactory payment history with Transporter for a continuous period of at least twelve (12) months, Transporter may waive the Shipper's requirement to provide security under these Terms and Conditions at Transporter's sole discretion.

Transporter shall refund any cash deposit or return security to Shippers when (i) service ends and all outstanding bills have been paid; or (ii) Shipper establishes an alternate form of security in a form and amount acceptable to Transporter, whichever is earlier.

Interest will be paid on cash deposits at a rate equal to the effective customer deposit interest rate established by the Commission. 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. Interest will be paid either upon refund of the cash deposits or once annually as requested in writing by the Shipper.

### NEW OR ADDITIONAL FACILITIES

The parties must mutually agree to install any new or additional facilities that may be required to accomplish Gas Transportation Service hereunder. Transporter will install necessary extension facilities and provide cost information and associated extension facility agreement(s) in accordance with the Gas Distribution Extension Policy set forth in the Gas tariff's Rules and Regulations Applicable to All Natural Gas Services.

Where additional facilities are needed beyond those addressed in the Distribution Extension Policy (Gas), Transporter will inform Shipper of the full installation cost to be borne by the Shipper, security required consistent with the Security for Gas Transportation Service section of these Gas Transportation Terms and Conditions, and any related monthly specific charges or other miscellaneous charges associated with said facilities.

Shipper shall have sixty (60) days from the date of said notification in which to approve the expenditure for such facilities in writing. Should Shipper decide not to approve the installation of said new or additional facilities, Transporter shall have the right to withdraw or terminate the Service Agreement or Interconnection Agreement, or requested amendment, as applicable.

If Shipper approves the installation of new or additional facilities in writing, Shipper shall compensate Transporter as agreed. All facilities installed by Transporter shall continue to be owned, operated, and maintained by Transporter unless otherwise agreed in writing between the parties.

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Sub. Fourth Revised Sheet No. T21

#### GAS TRANSPORTATION TERMS AND CONDITIONS

### COMMUNICATION LINE INSTALLATION AND MAINTENANCE

Except as otherwise provided below, Shipper shall be responsible for installation and maintenance costs associated with communication equipment with Transporter's communication equipment required Transporter for electronic reporting of measurement data. Shipper shall provide such communication equipment prior to initiation of Transportation Service by Transporter. Shipper shall coordinate installation of the communication equipment with Transporter. Communication equipment will not be required for deliveries through meters owned by an LDC Customer for subsequent distribution within the LDC Customer's service area, except in situations where Transporter requires that the LDC Customer install communication equipment. Transporter shall be responsible for installation and maintenance costs associated with gas measurement communication instrumentation required for operational and billing purposes.

Shipper will provide and maintain a communication line to the meter via conduit that is compatible with Transporter's electronic instruments, suitable underground cable, or properly mounted outdoor grade wire of sufficient length to extend to the meter index, plus an additional five (5) feet for wiring of the instruments prior to initiation of service by Transporter.

For Firm Gas Transportation Services, the gas measurement communication instrumentation must be able to dial out to Transporter when in alarm condition without any potential of interruption from internal customer non-transportation communications equipment, such as fax machines, shared switching devices, digital packets, voice mail, or computer modems.

For Interruptible Gas Transportation Service, Shipper shall provide a dedicated communication line to the meter. The gas measurement communication instrumentation must allow dial in/out to Transporter when in alarm condition without any potential of interruption from internal customer non-transportation communications equipment, such as fax machines, shared switching devices, digital packets, voice mail, or computer modems.

Communication wire installation will be subject to National Electric Safety Code requirements. Shipper will maintain the communication equipment in good working order and Shipper shall cause any interruption in service over the communication line to be repaired as soon as possible. Shipper will notify Transporter in advance of any planned outages.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### COMMUNICATION LINE INSTALLATION AND MAINTENANCE - Cont'd

In the event the communication line is out of service for a period of more than five (5) days, and Transporter determines that such out-ofresult of a communication line service condition is the failure, notify shall Shipper that the communication line Transporter inoperative and Shipper shall take the necessary measures to ensure the communication line is reactivated and operational within a thirty (30) day correction period identified by Transporter in its notification. The grant of the thirty (30) day correction period does not affect the Shipper's requirement to comply with an OFO. During the period from the date when the communication line became inoperative to the end of the thirty (30) day correction period specified in Transporter's notification to Shipper, Shipper shall continue to be responsible for making transportation in accordance with Transporter's Nomination procedures, Nominations managing the Imbalance of gas, and otherwise complying with its Service Agreement and the Gas tariff.

Shipper will be charged Trip Charges and other related charges that may be applicable as provided under the Schedule of Charges for Rendering Service for each site trip by Transporter relating to a communication line failure, unless otherwise agreed in writing by Transporter. Consumption during the period of the communication line failure will be prorated on a daily basis. If the communication line is not made operative within the period designated in Transporter's notification, then Transporter shall treat all Gas delivered subsequent to the thirty (30) day correction period specified in Transporter's notification as sales Gas subject to the Interruptible TI Sales Charge for Interruptible Transportation Service, and to the Interruptible TFS or TFL Sales Charge for Firm Transportation Service, in addition to all other applicable charges under the Gas tariff. Such treatment shall end on the date Customer's communication line is For the time period Shipper is on the Interruptible TI Sales operative. Charge or the Interruptible TFL or TFS Sales Charge, Transporter will not accept transportation Nominations for the affected Receiving Party.

#### **AGENTS**

A Receiving Party or Shipper may enter into an Agency Agreement by which a designated Agent will manage Gas Transportation Service on behalf of and for the benefit of the Receiving Party and/or Shipper, consistent with the requirements of these Gas Transportation Terms and Conditions and the Agency Agreement.

ADVICE LETTER NUMBER	1007	 ISSUE DATE	

DECISION C22-0804

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** January 1, 2023 DATE

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Sub. Fourth Revised Sheet No. T23

Sub. Third Revised Sheet No. T23

#### GAS TRANSPORTATION TERMS AND CONDITIONS

AGENTS - Cont'd

### Agent Where Receiving Party Has Signed Service Agreement

Where a Receiving Party has executed its own Service Agreement with Transporter, and therefore becomes a Shipper, said Shipper may delegate to a third party, the Agent, authority to exercise certain or all rights and/or perform certain or all obligations of Receiving Party as related to Gas Transportation Service by providing an executed Agency Agreement to Transporter. Such agency shall be effectuated by providing an executed Agency Agreement to Transporter in the form provided herein "for use when Receiving Party has executed Service Agreement."

#### Agent Where Receiving Party Delegates Signing of Service Agreement

A Receiving Party may delegate to a third party, the Agent, authority to exercise all rights and to perform all obligations of Receiving Party as related to Gas Transportation Service by providing an executed Agency Agreement to Transporter. Such agency shall be effectuated by providing an executed Agency Agreement to Transporter in the form provided herein "for use when Agent has executed Service Agreement." The Receiving Party's Agent may enter into the Service Agreement, thereby becoming the Shipper for purposes of these Gas Transportation Terms and Conditions. Receiving Party shall be bound by the terms and conditions of the Service Agreement as if Receiving Party had signed said agreement directly.

#### Agent for Multiple Receiving Parties

A Shipper may simultaneously act as Agent for multiple Receiving Parties. However, a Receiving Party may not delegate to more than one (1) Agent the same rights and/or obligations at the same time for the same Delivery Points.

### Term of Agency and Change in Agent

The first time a Receiving Party delegates to an Agent under a Service Agreement:

- (a) Where the Receiving Party has signed the Service Agreement, any designation of an Agent via an Agency Agreement shall be for a minimum term of one (1) calendar month and must start on the first day of a calendar month and, when terminated, must end on the last day of a calendar month.
- (b) Where the Agent has signed the Service Agreement as authorized by the Receiving Party, the designation of an Agent via an Agency Agreement shall be for a minimum term of one (1) calendar month and can start on any day of a calendar month and, when terminated, must end on the last day of a calendar month.

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GAS TRANSPORTATION TERMS AND CONDITIONS

AGENTS - Cont'd

### Term of Agency and Change in Agent - Cont'd

Transporter will assume such Agency Agreement remains in effect until it has been notified that the Agency Agreement is terminated or until the Agency Agreement is otherwise terminated or revoked in accordance with these Gas Transportation Terms and Conditions.

Unless otherwise agreed by Transporter, a Receiving Party may switch its agent with four (4) business days' advance notice, with any change taking place on the first day of the next calendar month, at which time the prior Agency Agreement will be deemed terminated by Transporter. Where Receiving Party wishes to terminate an Agency Agreement in order to transition to holding its own Service Agreement or to transfer to sales service, Shipper or Receiving Party shall provide Transporter no less than fifteen (15) days' advance written notice, with such termination to be effective upon the first day of the calendar Month immediately following such fifteen (15) day notice period, unless otherwise agreed by Transporter. Receiving Party's Agent, if any, is required to notify the Receiving Party of the change. The Shipper or Receiving Party shall provide Transporter with responsible party information, if known.

#### Responsibilities of Agent

Agent shall act on Receiving Party's or Shipper's behalf in obtaining and managing Transporter's Gas Transportation Services, and all rights and obligations of Receiving Party are delegated to Agent unless otherwise specified in the Agency Agreement. Transporter may make available to Agent, without further notice to Receiving Party, the Receiving Party's daily transportation quantities, historical Natural Gas utilization information, and other Transportation Service-related information of Receiving Party, unless otherwise specified in the Agency Agreement. Agent shall continue to act for Receiving Party in obtaining and managing Gas Transportation Services as allowed by the Agency Agreement for so long as the Agency Agreement remains in effect.

### Agent Communications and Actions

Transporter shall have the right to rely on communications and actions of the Agent. All communications and actions by Agent shall be deemed communications with or actions by the Shipper and/or Receiving Party.

#### Agency Liability

Notwithstanding any other liability provisions of the Gas tariff, Shipper and/or Receiving Party shall indemnify and hold Transporter harmless from suits, actions, costs, losses and expenses (including attorney fees) arising from claims associated with Transporter's reliance on communications and actions of Agent.

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GAS TRANSPORTATION TERMS AND CONDITIONS

AGENTS - Cont'd

#### Receiving Party Contact List

Each party holding a Service Agreement is required to maintain with C Transporter a current list identifying all current contact person(s) phone number(s), email address(es), and mailing address(es) for that party and for each Receiving Party for whom the holder of the Service Agreement is an Agent under that Service Agreement. In addition, each party holding a Service Agreement is required to confirm and/or update such information within thirty (30) calendar days of any such request by Transporter. This list allows Transporter to provide periodic notices to and facilitate direct communications by Transporter with Shippers and Receiving Parties as needed.

#### Failure to Act

Should the Agent fail to act and/or fulfill the obligations of the Shipper and/or Receiving Party under the Service Agreement as required by the Agency Agreement, these Gas Transportation Terms and Conditions or other provisions of the Gas tariff, the Shipper and/or Receiving Party, as applicable, shall remain responsible for all their obligations under the Service Agreement, these Gas Transportation Terms and Conditions, and other Gas tariff obligations or agreements with Transporter.

### Transporter Right to Revoke Agency Agreement

An Agency Agreement may be revoked by Transporter in the event of Agent's suspension or termination for cause as set forth in these Gas Transportation Terms and Conditions.

### Survival

All obligations of Shipper and Receiving Party to Transporter with respect to Gas Transportation Service provided by Transporter under an ongoing Service Agreement shall survive suspension, termination or revocation of a related Agency Agreement.

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DECISION NUMBER C22-0642 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs DATE November 1, 2022

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### ELECTRONIC BULLETIN BOARD

Transporter has established an EBB interactive internet website to provide information concerning its Gas Transportation Service, tariff, rates, Service Agreements and Imbalance measurement. Transporter's EBB is available for use by the public, if the user has compatible equipment for electronic transmission of data. Certain data accessible through Transporter's EBB for Shipper use may be secured, confidential data that is not generally available for public use. Transporter's EBB shall contain at a minimum the following information:

- a) The Master Point List including certain data related thereto.
- b) Any Open Season information for expansion projects.
- c) Critical operational notices, including required OFO actions.
- d) Imbalance trade information, when available.
- f) Access, limited by Shipper, to Transporter's nomination and scheduling system.
- g) Other informational postings.

### Accuracy of EBB Information

Transporter shall use reasonable efforts to ensure the accuracy of the information presented on the EBB. However, Transporter makes no representation or warranty of any kind to any person concerning the use of the EBB including, without limitation, the accuracy of any posted information and, notwithstanding any other liability provision of the Gas tariff, shall not be liable to any person for damages including, without limitation, any special incidental, or consequential damages which may arise in connection with Transporter's or any third-party's posting of information on the EBB or as a result of any person's use, abuse or misuse of Transporter's EBB. Transporter will correct its own data errors upon receipt of notice and confirmation of such errors.

### Confidential Information

Certain information contained on Transporter's EBB may be confidential. Any person accessing the EBB shall not reproduce, disclose or otherwise make available to any individual, Transporter, corporation, partnership or other third party confidential information relating to any other person, unless authorized. Transporter makes no representation or warranty of any kind in the event a user of the EBB discloses such confidential information, and has no liability for any such disclosure.

#### Continued availability of EBB

Transporter reserves the right to add, modify or terminate the EBB website functions at any time.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### TRANSPORTATION OPERATING CONDITIONS INCLUDING PRESSURE

Transporter shall only be responsible for the maintenance and operation of its System and shall not be responsible for the maintenance and operation of any other third party-owned equipment, properties, or facilities that are connected to Transporter's System.

### Pressure at Receipt Point(s)

Shipper shall tender or cause Gas to be tendered to Transporter at the Receipt Point(s) at a pressure sufficient to allow the Gas to enter Transporter's System. Transporter may, at its election, publish segment or point MAOP on the EBB.

#### Pressure at Delivery Point(s)

Unless otherwise agreed in writing, Transporter shall cause the Gas to be delivered at each Delivery Point(s) at such pressure as may prevail from time to time in Transporter's System. If mutually agreed in writing, Transporter may, but is not required to, commit to a minimum and/or maximum delivery pressure.

### Hourly Receipt and Delivery Quantities

Shipper shall cause Gas to be tendered to Transporter by the Interconnecting Party(ies) at the Receipt Point(s) at a constant hourly rate throughout the day equal to a flow rate of 1/24 of the daily Scheduled Quantity. If Gas is tendered to Transporter at the Receipt Point(s) by the Interconnecting Party(ies) at an inconsistent, variable rate and Transporter's operations are negatively affected, Transporter shall have the authority to restrict Shipper's receipt quantities and/or adjust and/or restrict the Confirmed and Scheduled Delivery Quantities at the Delivery Point for the Shipper's account to a daily amount equal to the rate of gas tendered at the Receipt Point(s) by the Interconnecting Party.

Upon request of Transporter, Shipper may be required to provide estimates of hourly, daily, Monthly and annual quantities of Gas to be transported, including peak hour and peak day expected requirements.

#### Open Season

At its election, Transporter may undertake construction activities to expand its System. Transporter may, but is not required to, hold an Open Season to support such System expansion. If Transporter elects to hold an Open Season, Transporter will solicit bids (binding or non-binding). Bids accepted under an Open Season must adhere to Transporter's minimum bid criteria, which will be provided during the Open Season process. Bids will be awarded to a bidder who offers the highest economic value and who has established sufficient creditworthiness.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### GAS QUALITY FOR GAS TRANSPORTATION SERVICE

### Prior Approval of Gas Quality Facilities

Transporter may request to approve the design and construction of any facilities to be installed by any party, in order to comply with the Gas quality specifications in the Natural Gas Standards section of the Rules and Regulations Applicable to All Natural Gas Services portion of the Gas tariff, prior to such facilities being placed into service. Such approvals shall not be unreasonably withheld.

### Gas Quality Testing

Tests to confirm pipeline quality Gas and to determine the heating value, specific gravity, sulfur, hydrogen sulfide, oxygen, carbon dioxide, water, nitrogen and the content of other constituents in the Gas shall be made using standard and reasonable methods in general use in the Gas pipeline industry.

#### Processing and Blending

Transporter may, at its reasonable judgment, extract or permit extraction of moisture, inerts, natural gasoline, butane, propane or other hydrocarbons (excluding methane) from said Natural Gas and may retain any substance extracted from it. Transporter, in order to conserve and utilize other available gases, may blend such gases with said Natural Gas. Transporter may subject or permit the subjection of said Natural Gas to compression, liquids removal, dehydration, air blending or other process to such an extent as may be required in its transportation from the Interconnecting Party(ies) to the Delivery Point. Transporter may, at its reasonable discretion, require that some or all of the Gas transported be processed to remove liquid and liquefiable hydrocarbons prior to tender to Transporter at the Receipt Point(s) or may require evidence that satisfactory arrangements have been made for the removal of liquid and liquefiable hydrocarbons at a separation and dehydration and/or processing facility on Transporter's System. In the event of separation, dehydration and processing, Transporter and the Shipper shall determine a mutually agreeable charge for the transportation of liquefiable hydrocarbons. Transporter may, at its election, accept Gas that contains liquids and liquefiable hydrocarbons if such Gas can be blended to meet Transporter's operational requirements.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### GAS QUALITY FOR GAS TRANSPORTATION SERVICE - Cont'd

### Waiver of Quality Specifications

Transporter may waive one or more of its gas quality specifications at any Receipt Point to accept Gas that does not conform to the required Gas quality specifications, if Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of Transporter's System; (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others; and (3) ensure that such Gas does not adversely affect Transporter's ability to tender Gas for delivery to a downstream pipeline or end user.

### Failure to Meet Quality Specifications

In the event that Gas tendered hereunder fails to meet the specifications in this section and Transporter has not agreed to accept Gas, the measuring party shall notify the other party of such failure. Transporter may refuse to accept such Gas. Notwithstanding any other liability provisions of the Gas tariff, the Interconnecting Party that is delivering such gas hereunder shall indemnify Transporter for any injury, damage, loss, or liability caused by such Gas, except to the extent Transporter knowingly and willingly accepts such Gas.

#### Gas Interchangeability

Gas received by Transporter must be interchangeable from a gas deliverability, merchantability and a gas utilization basis with other gas supplies on Transporter's System. Gas tendered to Transporter at the Receipt Point(s) by the Shipper or for Shipper's account transportation shall comply with the gas quality provisions of the Gas tariff, including these Gas Transportation General Terms and Conditions and the Rules and Regulations Applicable to All Natural Gas Services, and shall also comply with any additional blending as required by the BTU requirements applicable to the location of the interconnection (i.e., BTU Adjusted or BTU Non-Adjusted Areas). These BTU requirements will be detailed in the Interconnection or other written agreement that relates to the Receipt of Gas into Transporter's System. Because the Gas composition must be known to determine if a gas supply is interchangeable, Transporter reserves the right in all instances to evaluate the composition of Shipper's Gas to determine compatibility and interchangeability with Transporter's System and to have the information necessary to take the action to refuse any Gas which is unacceptable.

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GAS TRANSPORTATION TERMS AND CONDITIONS

GAS QUALITY FOR GAS TRANSPORTATION SERVICE - Cont'd

### Odorization

Transporter odorizes Natural Gas on its System to the requirements of the Department of Transportation, (DOT), as stated in the Transportation of Natural and Other Gas by Pipeline, Minimum Safety 192.625. Transporter assumes Standards, 49 C.F.R. Section responsibility for odorization of the Natural Gas after delivery to the Shipper or for Shipper's account. If Shipper or Receiving Party itself has a requirement or obligation to odorize Natural Gas, such Shipper or Receiving Party shall not rely on Transporter's odorization of the Natural Gas to meet any such requirement or obligation.

### Gas Quality Liability

Notwithstanding any other liability provisions of the Gas tariff, Transporter shall not be liable to Shipper or a third-party for any damages incurred as a result of Transporter's refusal to receive Gas that does not meet quality specifications. The Shipper tendering Gas to Transporter's System shall indemnify, save and hold harmless Transporter for any injury, damage, loss or liability arising from or out of Shipper's tender to Transporter of non-conforming Gas.

#### NOMINATION AND CONFIRMATIONS

This Section sets forth the procedures for nomination and scheduling of receipts and deliveries, and allocation of pipeline system capacity or any portion thereof, among Shippers receiving Gas Transportation Service from Transporter under executed Service Agreements pursuant to this Tariff and transportation arrangements included in Transporter's Gas tariff. These procedures apply regardless of which daily Imbalance management option is chosen by the Shipper.

Subject to prior approval of Transporter, Shipper may request to shift Firm capacity from Primary Receipt Point(s) to Secondary Receipt Point(s) for the period of time designated by Transporter. Shipper forfeits the equal amount of capacity at the Primary Receipt Point(s) that was shifted to the Secondary Receipt Point(s) for the period of time designated by Transporter.

All Nominations must include Shipper-defined begin and end dates, receipt and delivery location, if applicable, quantity adjusted for FL&U, transaction type, and other mandatory data elements included in the NAESB Standards, as well as other business-conditional or mutually agreed-upon data elements. Additionally, the upstream and/or downstream contract

information and ranking must be provided for a Nomination to be valid. Transporter shall support a seven-day-a-week, 5-cycle a day Nomination process. Transporter's EBB shall contain documentation about the Nomination process.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

#### NOMINATION AND CONFIRMATIONS - Cont'd

Shipper shall make all necessary arrangements with Interconnect Operators and other parties to allow gas receipt into Transporter's System and gas delivery from Transporter's System. Such arrangements shall be compatible with Transporter's System operations.

### Nominations and Priority of Service

- a) All nominating Shippers and parties, and confirming Shippers and parties, are responsible for maintaining electronic equipment sufficient to communicate with the nomination and scheduling business processes contained on Transporter's EBB to nominate and schedule Transportation Service and to make other transactions as needed.
- b) Shipper shall nominate to Transporter daily requirements requested to be transported through Transporter's These Nominations shall be in accordance Transporter's nomination and scheduling business processes and procedures on Transporter's EBB, and shall include tendered identification of quantities from the Receipt Point(s) to Transporter by the Interconnecting Party that are requested for delivery to each Operational Area under the Service Agreement.
- c) Daily Nominations will be accepted, confirmed, and scheduled in the following order:
  - Firm Transportation from Primary Receipt Point(s) to Primary Delivery Point(s)
  - 2.) Firm Transportation from Secondary Receipt Point(s) to Primary Delivery Point(s)
  - 3.) Firm Transportation from Primary Receipt Point(s) to Secondary Delivery Point(s)
  - 4.) Firm Transportation from Secondary Receipt Point(s) to Secondary Delivery Point(s)
  - 5.) Backup Sales Service and On Peak Demand Quantity
  - 6.) Interruptible Transportation Service
  - 7.) Imbalance Resolution Gas for the current Month

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### NOMINATION AND CONFIRMATIONS - Cont'd

### Nominations and Priority of Service - Cont'd

- Nominations are subject to approval of Transporter within the nomination and scheduling business processes of Transporter's EBB.
- Nominations for Firm Transportation e) Service at Receipt Point(s) shall be made in accordance with the nomination and scheduling business processes on Transporter's EBB. Secondary Point use for Firm Transportation Service is considered available on a best efforts basis confirmed, shall be transported as firm. In no event shall Shipper be entitled to more Firm Transportation Service than is provided for under the Service Agreement.
- f) All nominated receipt quantities will be expressed in Dekatherms per day, and shall include FL&U.
- Shipper will designate in writing their authorized personnel g) and alternates and their respective contact information to make and accept Nominations, and will notify Transporter in writing of any future changes of such designation. shall also provide to Transporter the contact name, email address, and telephone number for each Receiving Party listed in the Service Agreement.
- h) Transporter is not responsible for ensuring that the nominated quantities are actually tendered at the Receipt Point(s).
- i) Nominations will be accepted by Transporter by means Transporter's EBB. In the event that the Nominations business model accessed through the EBB is unavailable for use in the Nominations procedures, the Nominations will be tendered in a separate writing to Transporter.

### Nominations and Scheduling Procedures of Receipts and Deliveries

- All Nominations and confirmations are for daily quantities.
- b) Except as provided below for certain Nominations, Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles. Such nomination, confirmation, and scheduling timeline governs the first Gas Day of the Month activity.
- All Shipper Nominations requiring Transporter to coordinate C) across multiple pipelines shall be submitted in accordance with NAESB WGQ Standard 1.3.2. deadlines as may be modified or superseded.

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# PUBLIC SERVICE COMPANY OF COLORADO

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GAS TRANSPORTATION TERM	TO AND CONDITION	טו
IRMATIONS - Cont'd		
Confirmation Deadline:	<u>S</u>	
	MCT	CCT
Nomination Deadline Confirmation	12:00 PM	1:00 PM
Deadline	3:30 PM	4:30 PM
Scheduled Quantities	4:00 PM 8:00 AM	5:00 PM 9:00 AM
Start of Gas Flow		next day
	<u>-</u>	<u>-</u>
Nomination Deadline Confirmation	5:00 PM	6:00 PM
Deadline	7:30 PM	8:30 PM
Scheduled Quantities	8:00 PM	9:00 PM
~	8:00 AM	9:00 AM
Start of Gas Flow	next day	next day
Nomination Deadline Confirmation	9:00 AM	10:00 AM
Deadline	11:30 AM	12:30 PM
Scheduled Quantities	12:00 PM	1:00 PM
Start of Gas Flow	1:00 PM	2:00 PM
Nomination Deadline Confirmation	1:30 PM	2:30 PM
Deadline	4:00 PM	5:00 PM
Scheduled Quantities	4:30 PM	5:30 PM
Start of Gas Flow	5:00 PM	6:00 PM
Nomination Deadline Confirmation	6:00 PM	7:00 PM
Deadline	8:30 PM	9:30 PM
Scheduled Quantities	9:00 PM	10:00 PM
Start of Gas Flow	9:00 PM	10:00 PM
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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# NOMINATION AND CONFIRMATIONS - Cont'd

# Capacity Allocation Procedure

If, on any Gas Day, Transporter determines that the capacity of its System, or any portion of such System, is insufficient to serve all requests for transportation for that nomination cycle, then Transporter will schedule transportation in accordance with the following sequencing procedures until all available capacity at the constrained location is allocated.

All firm requirements (including On-Peak Demand Quantity under the Interruptible Transportation Service) shall be served first. Point rights for firm requirements will be allocated and scheduled in the following order:

- 1) Primary Receipt to Primary Delivery
- 2) Secondary Receipt to Primary Delivery
- 3) Primary Receipt to Secondary Delivery
- 4) Secondary Receipt to Secondary Delivery

After allocation of firm requirements, Point rights will be allocated and scheduled in the following order:

- 1) Interruptible Capacity;
- 2) Imbalance Resolution Gas.

If Transporter determines that its available capacity is reduced due to Force Majeure or required maintenance, Transporter shall allocate all available capacity as follows: Firm Gas Transportation Services shall use MDQ for pro-rata allocations and, if there is available capacity remaining, then Interruptible Gas Transportation Services shall use Confirmed Quantities for pro-rata allocations.

Determination of Quantities Transported and Related Allocations at Points Quantity determinations shall be done in accordance with OBAs, where an Interconnect, and in accordance with applicable, at Transportation Terms and Conditions, and quantities will be apportioned in Gas Day increments. Subject to a bona fide dispute in writing, Shipper agrees to accept the accounting by Transporter of daily quantities of Shipper's Gas received by Transporter.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# NOMINATION AND CONFIRMATIONS - Cont'd

# Determination of Quantities Transported and Related Allocations at Points - Cont'd

Unless otherwise agreed in writing, including through an allocation to the Shipper's account of the total Gas quantities at the Receipt Point(s), after reduction for FL&U, will be based on the lower of (a) Nominations to Transporter; (b) confirmed Nominations; or (c) identified allocated quantities by Shipper provided by the Interconnecting Party.

For each Gas Day where Transporter receives gas and/or delivers gas to multiple Shippers at a Receipt and/or Delivery Point and where the total quantities received and/or delivered exceed or fall short of the sum of all affected Shippers' Scheduled Quantities for such Gas Day, Shippers whose quantities are comingled at such Delivery or Receipt Point(s), where the point is not subject to an OBA, have the obligation to accept the pre-determined allocation method in effect for each allocation period for which the Shipper has scheduled deliveries and/or receipts. Transporter shall allocate quantities in accordance with OBAs with the operator of the Receipt Point(s) or Delivery Point(s) to the extent the OBAs are in effect at such points.

Imbalance determinations will be made in accordance with these Gas Transportation Terms and Conditions.

#### Capacity Interruption and Priority of Service

Transporter shall have the right to interrupt or to decline to schedule the transportation of Gas for Shipper, when necessary, Transporter's sole discretion, due to lack of capacity, or to test, alter, modify, enlarge, or repair any facility or property comprising a part of its System, otherwise related to the operation thereof, or as emergency circumstances may warrant. Unless conditions otherwise warrant, Firm Gas Transportation Service shall have priority over Interruptible Gas Transportation Service. However, if Transporter determines that its available capacity is reduced due to Force Majeure, Firm Gas Transportation Services shall use MDQ for pro rata allocations. Nothing in this section shall limit Transporter's right to interrupt service as necessary in order to ensure System integrity or to reflect the operational characteristics of Transporter's System.

Except in cases of emergency, Transporter shall endeavor to give notice to Shipper of its intention to interrupt transportation of Gas, or to limit the quantity of Gas that may be scheduled, stating in the Notice on the Transporter's <u>EBB or as</u>

otherwise provided to Shipper the anticipated timing and magnitude of such Capacity Interruption Except as set forth above, capacity restriction. Transporter shall have no other responsibilities to for anv such Capacity Interruption capacity restriction.

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## GAS TRANSPORTATION TERMS AND CONDITIONS

# NOMINATION AND CONFIRMATIONS - Cont'd

# Capacity Interruption and Priority of Service - Cont'd

The Capacity Interruption or capacity restriction of gas deliveries in whole or in part under this tariff shall not be the basis for claims for damages sustained by Shipper or Receiving Party and Transporter shall have no liability for any losses or damages whatsoever occasioned by Shipper as a result thereof.

In the event capacity use at a point(s) or at a mainline segment must be interrupted or curtailed, all requirements at that point(s) or through that segment shall be interrupted in the following order:

- 1) Imbalance Resolution Gas
- 2) Interruptible
- 3) Firm Transportation Service

customers taking Firm Transportation Service customers taking Interruptible Transportation Service, it is within Transporter's reasonable discretion to prioritize curtailments.

# Confirmation

All confirmation information will be provided to the Shipper. respect to the Timely Nomination and confirmation process at a Receipt or Delivery Point, in the absence of agreement to the contrary, the lesser of the nominated or confirmed quantities will be the Confirmed Quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the lesser of the Confirmed Quantity or the Scheduled Quantity for the Timely Nomination Cycle (Cycle 1) of the previous Gas Day will be the Confirmed Quantity. Firm Intraday Nominations are entitled to bump scheduled Interruptible service only during Evening, Intraday 1 and Intraday 2 Nomination Cycles.

With respect to the processing of requests for increases during the Intraday Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new Confirmed Quantity. If is no response to a request there confirmation or an unsolicited confirmation response, the Scheduled Quantity for the previous Intraday Nomination Cycle will be the new Confirmed Quantity.

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## GAS TRANSPORTATION TERMS AND CONDITIONS

# NOMINATION AND CONFIRMATIONS - Cont'd

# Confirmation - Cont'd

With respect to the processing of requests for decreases during the Intraday Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new Confirmed Quantity, but in no event, no less than the elapsed-prorated-scheduled-quantity as defined in this section of the Gas Transportation Terms and Conditions. If there is no response to a request for confirmation or an unsolicited confirmation response, the greater of the Confirmed Quantity or the elapsed-prorated-scheduled-quantity will be the new Confirmed Quantity.

If there is no response to a request for confirmation or if there is an unsolicited confirmation response, Transporter shall provide the Shipper with one or more of the following explanations as to why the Nomination failed:

- a) The Transporter did not conduct the confirmation.
- b) The upstream confirming party did not conduct the confirmation.
- c) The upstream service requester did not have the Gas or submit the Nomination.
- d) The downstream confirming party did not conduct the confirmation.
- e) The downstream service provider/requester did not have the market or submit the Nomination.
- f) Other.

# Adjustments to Confirmations due to Receipt Point or Delivery Point Underperformance

If, on any Gas Day, Transporter determines in its reasonable discretion that under-delivery of Natural Gas from a Receipt Point into Transporter's System (receipt underperformance) or undertakes of Natural Gas at a Delivery Point on Transporter's System (delivery underperformance), if allowed to continue, could adversely affect system integrity, Transporter shall have the right, after providing advance notice if feasible, to make adjustments at such point to Operators' confirmations to reflect more accurately such Operators' previous actual flows into or out of Transporter's System. Such adjustments shall apply either until the underperformance is eliminated or until the threat to System integrity no longer exists. Transporter may also elect to issue an OFO.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Adjustments to Confirmations due to Receipt Point or Delivery Point Underperformance - Cont'd

Transporter shall identify potential threats to System integrity by utilizing criteria such as: weather forecast for the market area production conditions, including area; system maintenance, equipment availability, and linepack; overall projected pressures and system loads at various locations and meters; and other conditions.

When underperformance and the source of occurs such underperformance is immediately identifiable, Transporter shall make adjustments to that Operator's Confirmed Quantities. Those quantities that are independently verifiable by Transporter and that match the Operator's confirmation shall not be subject to the provisions of this Section. When the source of underperformance is not immediately identifiable, the smallest affected area shall be identified and these procedures will apply only to that portion of the system.

The following procedures shall be used to adjust an Operator's Confirmed Quantities of Natural Gas in the event of underperformance.

- Interconnects shall be monitored by Transporter on a daily basis where real time data is available.
  - receipts (A) When actual are less than Quantities and the shortfall in receipts threatens the integrity of Transporter's System, Transporter shall notify the Operator and request the Operator to increase deliveries or reduce Confirmed Quantities prospectively.
  - (B) When actual takes at a Delivery Point are less than Confirmed Ouantities and such action threatens the integrity of Transporter's System, Transporter shall notify the Operator and request the Operator to increase takes or decrease Confirmed Quantities.
- ii) the event an Operator fails to make adjustments, Transporter shall limit, on a pro rata basis, prospective Confirmed Ouantities to actual flow on the Gas Day in confirmations allowed question. Higher shall be prospectively only when the Operator increases quantities of Gas into or out of Transporter's System to correct the applicable underperformance.

Should multiple simultaneous events occur requiring Transporter allocate available capacity, Transporter will schedule all available capacity to first resolve the most

constrained point (defined as the largest difference between confirmed Nominations available operational capacity). Ιf further necessary, Transporter are continue to resolve the most constrained point until all constraints are resolved.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# OPERATIONAL BALANCING AGREEMENTS (OBAS)

Transporter will make reasonable efforts to operate its System in a manner that will discourage and limit any instances in which the actions of one (1) or more Shippers result in degraded service or adverse operational conditions for other Shippers (e.g. excess or deficient tenders of Gas at Receipt Points, excess or deficient usage of Gas at Delivery Points or similarly disruptive imbalances for Gas that is nominated, confirmed, scheduled and transported for Shipper's account(s)). Transporter will attempt to mitigate adverse operating conditions by entering into an OBA at one (1) or more Interconnects with mutually agreeable third-parties that will aggregate the receipt or delivery quantities for two or more Shippers. Such OBAs shall specify the custody transfer procedures to be followed at the Interconnect by Transporter and the OBA party.

Transporter shall have the option, but shall have no obligation, to enter into an OBA with any party that (a) does not have a twenty-four (24) hour per day, seven (7) day a week gas control center; (b) does not have electronic gas measurement providing real-time information about the interconnection activity; (c) requires additional flow control; and/or (d) does not commit to timely and final determination of Imbalance activity.

Transporter shall maintain records of quantities and amounts paid or received pursuant to the OBAs in effect for Transporter's System. Such records shall be available for review by the OBA party and/or by impacted Shippers.

#### IMBALANCE MANAGEMENT

At no time shall Transporter be required to receive quantities at the Receipt Point(s) for Shipper's account in excess of the quantities Shipper will accept at the Delivery Point(s) on a concurrent basis. At no time shall Transporter be required to deliver quantities at the Delivery Point(s) for Shipper's account in excess of the quantities Shipper causes to be received by Transporter at the Receipt Point(s) on a concurrent basis, less adjustments for FL&U and Backup Sales Service gas to be provided to Shipper. If Shipper fails to modify Nominations as directed by Transporter to reduce an operational Imbalance, Transporter may, among other remedies, suspend or terminate service.

Transporter offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. A Service Agreement may only specify one (1) of these options. Unless otherwise selected, a Shipper will be subject to the Transporter Balancing Option. The availability of Shipper Daily Balancing shall be subject to Transporter approval and mutual designation in the applicable Service Agreement. Availability may further depend on the terms of the agreement between

Shipper and Transporter. Shipper shall specify in the Nomination when Shipper is nominating gas for the purpose of reducing an operational Imbalance.

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## IMBALANCE MANAGEMENT - Cont'd

A Shipper must remain under the selected option for a minimum of one (1) Month, and may only switch to another option effective at the beginning of the first Gas Day of a Month. Each option is subject to Transporter's Monthly Imbalance Cashout requirements, as set forth in these Gas Transportation Terms and Conditions.

Transporter may enter into separate Imbalance management agreements with Shippers that take into consideration special unique circumstances.

# Transporter Balancing Option

Shippers selecting the Transporter Balancing Option are not required to balance their load on a daily basis and all Shipper's Gas volumes transported by the Company are subject to the Gas Cost Adjustment Transportation charge in accordance with the applicable rate schedule.

# Shipper Daily Balancing Option

Shippers selecting the Shipper Daily Balancing Option are required to match physical quantities of Shipper's Gas with the Scheduled Quantities at the Receipt Point(s), after adjusting for C fuel reimbursement, and Delivery Point(s) on a daily basis. In accordance with the applicable rate schedule, and in addition to all other applicable charges, Shippers are subject to a Daily Imbalance Charge if the actual daily gas volume used deviates from the daily Nominations by more than five (5) percent. The daily imbalance percentage will be calculated by dividing the daily variance by the amount of gas delivered. Any disputes regarding the accuracy of the daily Imbalance quantity shall not be sufficient reason for delaying correction of the Imbalance or withholding payment of the Daily Imbalance Charge.

In order to reduce cumulative Imbalance quantities incurred within the current Month, Shipper may nominate daily Imbalance Resolution Gas (makeup or payback) on an interruptible basis as part of the Nomination procedures. Transporter shall not be obligated on any Gas Day to receive or deliver such Imbalance Resolution Gas, which will have the lowest scheduling priority of service.

Shippers selecting the Daily Balancing Option are not subject to the Gas Cost Adjustment Transportation charge, but are subject to the Daily Imbalance Charge.

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# GAS TRANSPORTATION TERMS AND CONDITIONS

# IMBALANCE MANAGEMENT - Cont'd

# Daily Imbalance Charges Under Shipper Daily Balancing Option

Transporter shall determine and make available to the Shipper, in the scheduling business system on Transporter's EBB, the daily Imbalance quantity and the cumulative Imbalance quantity applicable to each Operational Area under a Service Agreement. Under the Shipper Daily Balancing Option, daily Imbalance quantities shall be subject to a Daily Imbalance Charge in accordance with the Tolerance Levels in the table below. Transporter will include Daily Imbalance Charges on Shipper's bill for the Month in which the Daily Imbalances occurred.

# Absolute\* Daily Balance Quantity Tolerance Levels

Tolerance Ranges	Daily
Applied to Scheduled	Imbalance
Daily Quantities	Charge/Dth
0% - 5%	No Charge
>5% - 15%	\$0.084
>15%	\$0.42

<sup>\*</sup>Absolute includes both positive and negative daily Imbalance quantities.

If an OFO has issued, Daily Imbalance Charges are still applicable, in addition to any charges associated with the OFO.

# Shipper Daily Balancing Option Imbalance Report

As part of the Monthly billing and invoice process, an Imbalance Report will be included on the Shipper portal of Transporter's EBB.

## Monthly Imbalance Resolution and Corrective Action

Transporter shall determine and make available to the Shipper, in the scheduling business system on Transporter's EBB, the cumulative daily Imbalance quantity applicable to each Service Agreement through the last day of the Month to identify the end-of-Month Imbalance quantity on each Service Agreement. Any disputes regarding the accuracy of the end-of-Month Imbalance quantity shall not be sufficient reason for delaying correction of the Imbalance or withholding payment of the Monthly Cashout charges.

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GAS TRANSPORTATION TERMS AND CONDITIONS

IMBALANCE MANAGEMENT - Cont'd

Monthly Imbalance Resolution and Corrective Action - Cont'd

Shipper may resolve or mitigate an end-of-Month Imbalance within Month by nominating Imbalance Resolution Gas, the Any such Imbalance Resolution Gas so confirmation and scheduling. scheduled shall deducted from the current Month be Imbalance quantities to determine the Monthly Cashout requirements.

Shipper may resolve or mitigate an end-of Month Imbalance, no later than the fifth Business Day of the following Month, by agreeing to Imbalance trades among Shippers in the same Operational Area as agreed to in writing by both trading Shippers and by the Transporter. The trading of Imbalances will be subject to approval by Transporter. Transporter shall not be responsible for any liabilities incurred by Shipper(s) as a result of the Transporter performing the trade in accordance with the written notice of the involved Shippers. fact, including but not limited to Prior change of Period Adjustments, which affect the beginning Imbalance quantity before the trade shall not rescind or otherwise modify any trade arrangement that the Shippers have asked the Transporter to perform.

# Aggregate Balancing.

Imbalances attributable to Service Agreements held by Shipper and for which Shipper has been authorized through an Agency Agreement (in either of the two (2) Agency forms provided herein) to aggregate Imbalances on behalf of other Receiving Parties automatically combined and netted among all such Service Agreements for each Operational Area for purposes of determining Monthly Imbalances and Monthly Cashout. Aggregate Balancing does not apply to the Shipper Daily Balancing Option. In addition, discounted Service Agreements are not eligible for Aggregate Balancing.

In the event an Agency Agreement is revoked or terminated and Imbalance incurred pursuant the hereof to terms outstanding and Shipper's Agent fails to resolve such Imbalance, such outstanding Imbalance shall be allocated on a pro rata basis to all Service Agreements for which Shipper's Agent was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities under such Service Agreement during the period in which such Imbalance occurred. In the event any invoiced amounts due by Shipper's Agent for charges, cashouts or penalties incurred as a

result of Shipper's Agent responsibilities hereunder remain unpaid, such outstanding charges shall be penalties allocated among such Service Agreements on the same pro rata basis as provided herein for allocating Imbalance quantities.

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## GAS TRANSPORTATION TERMS AND CONDITIONS

IMBALANCE MANAGEMENT - Cont'd

# Monthly Imbalances and Monthly Cashout

Shipper shall make every effort to manage daily receipts of Shipper's Gas and deliveries to the Receiving Party(s) so that the Imbalance(s) at the end of each Month, including any Imbalance(s) carried forward from the previous Month, are as close to zero as practicable. Determination such Imbalance(s) will be made after adjusting Reimbursement. Unless another means of resolution of the remaining endof-Month cumulative daily Imbalance quantities has been agreed in writing, all remaining end-of-Month cumulative daily Imbalance quantities shall be subject to the following Monthly Cashout procedures.

If at the end of any Month the cumulative Imbalance is in excess of | D five percent (5%) (inclusive of any amounts carried over from prior Months), except to the extent such excess was caused by a Measurement Error, then the Imbalance will be cashed out effective on the last day of such Month to zero percent (0%) when the Shipper is billed by the Company for the Month in which such Imbalance occurred. Shippers exceeding the five percent (5%) Imbalance threshold are prohibited from decreasing the amount of the Imbalance by trading Imbalances or M nominating Imbalance Resolution Gas during the succeeding Month. M Shippers having Imbalances which are five percent (5%) or less at the |M|end of any Month shall endeavor to bring such Imbalance to zero percent (0%) of actual usage within the subsequent billing period. Any Imbalance remaining at the end of a Month that has not been cashed out shall be M carried forward into the following Month. If a Monthly Cashout is M required pursuant to these provisions, then Shipper shall be subject to the Monthly Cashout provisions below. Company may enter into separate Imbalance Agreement(s) with Shipper that take into consideration special unique circumstances.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## IMBALANCE MANAGEMENT - Cont'd

Monthly Cashout of Over- and Under- Deliveries of Shipper's Gas In the event of Imbalances greater than five percent (5%) at the end of any Month, then Company will correct the Imbalance to zero percent (0%) by purchasing from or selling to the Shipper, as applicable, the amount of gas necessary to bring the Imbalance to These purchases and sales shall be made at the zero percent (0%). rates below:

Monthly Cashout Price					
Under-delivery - SHORT 125% of Index Price One plus					
CIG TI Transportation Rate					
Over-delivery - LONG	75% of Index Price Two				

These purchases or sales will be applied as a credit or debit, as applicable, on the Shipper's succeeding monthly statement. Notwithstanding the Monthly Cashout provisions contained in this "Monthly Imbalances and Monthly Cashout" section of the tariff, these sales or purchases shall not be required to be made by the Company if the Imbalance quantities aggregated for each Operational Area under the Service Agreement(s) held by Shipper, or controlled by Shipper through an Agency Agreement, as permitted by this tariff, are five (5) Dth or less. An Imbalance created by a Prior Period Adjustment shall be cashed out immediately pursuant to the section entitled Imbalance Due to Prior Period Adjustment. As part of the Monthly billing and invoice process, an Imbalance Report will be included in the Shipper portal of Transporter's EBB.

ISSUE ADVICE LETTER NUMBER 1004 DATE October 27, 2022 DECISION REGIONAL VICE PRESIDENT, **EFFECTIVE** C22-0642 Rates & Regulatory Affairs DATE November 1, 2022

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GAS TRANSPORTATION TERMS AND CONDITIONS

IMBALANCE MANAGEMENT - Cont'd

# Imbalance Due to Prior Period Adjustment

An Imbalance created by a Prior Period Adjustment shall be cashed out immediately pursuant to this section.

An Imbalance created by a Prior Period Adjustment that reflects an over-delivery of Shipper's Gas shall be purchased or sold by Transporter, as applicable, at an amount equal to the difference between the quantities upon which Transporter's previous billings were based and the corrected quantities for each Month affected by the Measurement Error, not to exceed twenty four (24) months, multiplied by a rate equal to the Colorado Interstate Gas Company Rocky Mountain spot gas price index as reported in the table titled "Prices of Spot Gas Delivered to Pipelines," in the first Monthly issue of Inside F.E.R.C.'s Gas Market Report published by Platts, for the applicable months in which the corresponding Imbalance was created.

An Imbalance created by a Prior Period Adjustment that reflects an under-delivery of Shipper's Gas shall be purchased or sold by Transporter, as applicable, at an amount equal to the difference between the quantities upon which Transporter's previous billings were based and the corrected quantities for each month affected by the Measurement Error, not to exceed twenty four (24) months, multiplied by a rate equal to the Colorado Interstate Gas Company Rocky Mountain spot gas price index as reported in the table titled "Prices of Spot Gas Delivered to Pipelines," in the first Monthly issue of <a href="Inside F.E.R.C.'s Gas Market Report">Inside F.E.R.C.'s Gas Market Report</a> published by Platts plus the CIG TF Transportation Rate for the applicable months in which the corresponding Imbalance was created.

Prior Period Adjustments shall be calculated by Transporter for the entire period during which the Measurement Error occurred, but not more than twenty-four (24) months. If the Prior Period Adjustment results in an amount due Shipper by Transporter, Transporter shall credit the full amount of such Prior Period Adjustment on Shipper's next Monthly bill. If the Prior Period Adjustment results in an amount due Transporter by Shipper, Transporter shall include such additional amount on Shipper's next Monthly bill. Transporter will allow Shipper an amount of time equal to the period during which the Measurement Error occurred to remit the Prior Period Adjustment amount, but in no event shall this period be longer than six (6) Months. Transporter and Shipper may, at Shipper's option, enter into an installment plan arrangement.

ADVICE LETTER
NUMBER 962 ISSUE
DATE February 21, 2020

DECISION REGIONAL VICE PRESIDENT, EFFECTIVE NUMBER R20-0046 Rates & Regulatory Affairs DATE March 1, 2020

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# OPERATIONAL FLOW ORDER (OFO)

Transporter shall have the right to issue OFOs that require Shipper action to alleviate conditions that threaten or could threaten the safe operation or integrity of Transporter's System. Transporter may call an OFO at any time during the Gas Day, if the OFO is directed at a Shipper or limited number of Shippers within an Operational Area.

In the event a condition is developing that may require the implementation of an OFO, or circumstances are present that significantly increase the likelihood that such conditions will develop, Transporter will undertake reasonable efforts to post an advance advisory on its EBB of the developing condition or circumstances to provide Shippers with time and opportunity to take steps to help address the condition. Transporter will post notice of such OFO on its EBB as soon as possible during the Gas Day once it has made the decision to call the OFO.

Notice of an OFO shall specify the OFO Tolerance Level of over- or under-deliveries for an Operational Area under the Service Agreement(s) held or controlled by Shipper that is permitted for the Gas Day under the OFO, as well as any charge that will be imposed for non-compliance, up to the Unauthorized Overrun Penalty Maximum Rate. Transporter may establish any such charges at a different level according to the severity of circumstances for which the specific OFO was issued; provided, however, that any such charge shall be applied to all affected Shippers. charges and OFO Tolerance Levels to be imposed during any OFO will be identified as conditions of the OFO when such notice is posted on the Transporter's EBB. Transporter may waive any OFO Unauthorized Overrun Penalty in writing if Transporter decides, in its own judgment, that the waiver of penalties is appropriate given the Shipper's actions and System conditions.

# BILLING AND PAYMENT

# Statements

Statements under the appropriate transportation service Rate Schedule shall be reported on a Dekatherm basis by Transporter to Shipper each Month.

#### Monthly Billing

Bills for transportation services provided shall be for a Monthly period beginning on the first Gas Day of each Month.

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DATE February 21, 2020

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# BILLING AND PAYMENT - Cont'd

# Payment and Late Payment Charge

Bills for Gas Transportation Service are due and payable within fourteen (14) Business Days from the date of the bill. If the customer fails to receive a bill, Transporter, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the customer from payment for service rendered.

Unless otherwise agreed in writing or unless otherwise waived by EBB posting, any amounts in excess of fifty dollars (\$50.00) not paid on or before the due date of the bill may be subject to a late payment charge D of 1.5 percent per Month.

If Shipper gives notice to Transporter's office prior to the time payment is due that the correctness of the bill is disputed, stating reasons therefore, Transporter will investigate the dispute. However, such notice disputing the correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect by Transporter, and in the event of an overpayment, Transporter will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

# Verification of Statements

Shipper and Transporter shall have the right to examine, for a period of two (2) years, books, records and charts of the other to the extent necessary to verify the accuracy of the statement, charge, computation made under the provisions of this tariff.

# Volume Adjustments

If, upon any test, the meter is found to be in excess of the error tolerance levels allowed under Commission Rule 4302, correction of the amount inaccurately determined shall be made pursuant to the provisions herein.

- If any meter so tested is found to be running fast, Transporter shall refund to the Shipper the excess charge for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed twenty-four
- b. If any meter so tested is found to be running slow, Transporter may charge for the under-billed amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed twenty-four (24) Months.

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GAS TRANSPORTATION TERMS AND CONDITIONS

# BILLING AND PAYMENT - Cont'd

# Volume Adjustments - Cont'd

- found not to register, to register C. Ιf any meter is intermittently, or to partially register for any period, Transporter may collect for the Transportation Service used, but not registered on the meter, for a period not to exceed twentyfour (24) Months.
- Under this Volume Adjustments section: d.
  - In the event of an over-billing, Shipper may elect to receive the refund as a credit to future billings or as a one-time If the Shipper elects a one-time payment, Transporter shall make the refund within thirty (30) days. Such over-billings shall not be subject to interest.
  - In the event of under-billing, Shipper shall be eligible and ii. may elect to enter into a payment arrangement on the underbilled amount. The payment arrangement shall be equal in length to the length of time during which the under-billing occurred, not to exceed six (6) months. Such under-billings shall not be subject to interest.
  - The time period limitation for collection of under-billed amounts shall not apply in the event of energy diversion or subterfuge.

#### Billing Errors

As set forth hereunder, in the event errors in billing occur other than resulting from Measurement Errors, which are addressed in the Volume Adjustments section above, Transporter shall refund to Shipper the amount of any overcharge having resulted therefrom and, likewise, shall have the right to collect from Shipper the amount of any resulting undercharge. A Billing Error excludes Measurement Errors, but includes other errors in billing, such as, but not limited to, an incorrect multiplier and/or an incorrect billing calculation. For all Gas Transportation Service, the period of time for billing and collection of undercharges or refund of overcharges shall be limited to the time period during which the Billing Error occurred, determined from the date the Billing Error was discovered, with such period limited to twentyfour (24) Months.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# BILLING AND PAYMENT - Cont'd

# Billing Errors - Cont'd

Under this Billing Errors section:

- i. In the event of an over-billing, Shipper may elect to receive the refund as a credit to future billings or as a one-time payment. If the Shipper elects a one-time payment, Transporter shall make the refund within thirty (30) days. Such over-billings shall not be subject to interest.
- ii. In the event of under-billing, Shipper shall be eligible and may elect to enter into a payment arrangement on the under-billed amount. The payment arrangement shall be equal in length to the length of time during which the under-billing occurred, not to exceed six (6) months. Such under-billings shall not be subject to interest.
  - iii. The time period limitations for collection of under-billed amounts shall not apply in the event of energy diversion or subterfuge.

# SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE

Apart from the conclusion of a specified term of Gas Transportation Service set forth in a Service Agreement, termination of Gas Transportation Service may be initiated as set forth in Transporter's Gas tariff, including these Gas Transportation Terms and Conditions, with charges billed to Shipper in accordance with Transporter's Gas tariff, including the applicable rate schedule. A Service Agreement termination shall not eliminate the Shipper's or Transporter's obligations to make payment for service activities prior to termination.

# Termination of Service

Unless otherwise provided in these Gas Transportation Terms and Conditions, a rate schedule, or written agreement between Transporter and Shipper, Shipper or Transporter may cancel a Service Agreement effective the first of a future Month upon at least thirty (30) days' written notice, subject to any applicable termination charges or other applicable requirements.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

# Cause for Suspension, Termination, or Revocation

of the following circumstances constituting default Shipper, and in addition to other remedies available to Transporter under the Gas tariff, Transporter may discontinue Gas Transportation Service by suspending service under Shipper's Service Agreement, by revoking Shipper's authority to act as Agent on behalf of other Shippers or Receiving Parties, or by terminating Shipper's Service Agreement:

- Shipper failed to remit to Transporter full and timely payment for services invoiced by Transporter;
- Shipper has failed to provide Transporter sufficient quantities b) of Shipper's Gas to meet the daily load requirements under the Service Agreement, constituting a Default Imbalance, and Shipper further has failed to take the necessary steps to remedy such Default Imbalance as required in writing by Transporter;
- Shipper has failed to provide or maintain sufficient security C) for Gas Transportation Service as required by Transporter within thirty (30) calendar days of a request by Transporter;
- d) Transporter provides notice of expenditures for new oradditional expenditures necessary to provide Shipper with Gas Transportation Service, and Shipper does not approve, expressly declines, said expenditures within sixty (60) days from the date of said notification;
- Shipper fails to modify nominations as directed by Transporter e) to reduce an operational Imbalance;
- f) Shipper has failed to comply with Transporter's order directing the Shipper to a Primary Receipt Point; or
- i) Shipper, otherwise, has failed to conform to the material requirements of Transporter's Gas tariff.

Before any such suspension of service, revocation of agency, or termination of Service Agreement, Transporter shall provide at least two (2) Business Days' written notice to Shipper and/or Agent of the circumstances constituting default by Shipper and of Transporter's intention to suspend service, revoke agency, or terminate the Service Agreement in the event such default is not remedied within the period specified by Transporter therein. In the event the default is not remedied within the period specified by Transporter in its notice to suspension of service, revocation of such agency or termination of Service Agreement shall become effective upon the date set forth in Transporter's notice, but in no event <u>less than two (2)</u>

Days following Transporter's notice provided in accordance with the Notice section of these Gas Transportation Terms and Conditions.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

Effect of Agency Agreement on Termination, Suspension, Revocation the event a suspension or termination of service revocation of agency involves a Service Agreement in which the defaulting Shipper was authorized as Agent for one (1) Receiving Party(ies), then Transporter shall notify each Receiving Party(ies) of such suspension, revocation, or termination at least two (2) Business Days before the effective date thereof. If such suspension or termination of service is as a result of Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Shipper, until Transporter receives full and complete Agent, Shipper and Receiving Party shall be jointly and severally liable for all payments due and owing Transporter for all services provided.

Subject to the foregoing and provided the Receiving Party continues to make timely payments, said Receiving Parties shall be entitled to continue receiving Gas Transportation Service under the suspended or terminated Service Agreement under the Transporter Balancing Option and to purchase Imbalance gas supplies provided by Transporter for an interim period of up to three (3) full consecutive calendar months following such suspension, revocation or termination, pending Receiving Party obtaining alternative arrangements.

During such interim period, Transporter shall not interrupt firm Gas Transportation Service to the Receiving Party or assess penalties for gas use during an OFO or other system emergency, provided that Transporter has adequate resources to provide such continued service during such periods. Transporter shall invoice said Receiving Parties directly for such interim gas transportation service and associated Imbalance gas supplies. The Imbalance gas supplies sold to Receiving Parties during such interim period shall be at a price equal to Index Price One plus the CIG TI Transportation Rate.

ADVICE LETTER ISSUE 1004 October 27, 2022 NUMBER DATE DECISION REGIONAL VICE PRESIDENT, **EFFECTIVE** 

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GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

# Balancing Upon Termination of Service Agreement

Unless otherwise agreed in writing, upon termination of the Service Agreement at any time during a Month, Shipper and Transporter shall be responsible for reconciling all applicable outstanding Imbalances and associated charges.

In the event the Service Agreement between Shipper and Transporter is suspended or terminated during the term of the applicable Agency Agreement, any Imbalance incurred by Shipper that remains outstanding and is not resolved by Shipper in accordance with Transporter's Gas tariff shall be allocated on a pro rata basis to all Receiving Parties for which Agent was authorized to aggregate Imbalances, based upon the total usage quantities of such Receiving Parties during the period in which such Imbalance occurs. In the event any invoiced amounts due by Shipper for charges, cashouts, or penalties incurred as a result of Shipper's responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated to the Receiving Parties on the same pro rata basis.

# Return to Service

Upon satisfaction of any Imbalance quantities and/or applicable charges due to termination, revocation, or suspension of service, any Receiving Party may transfer to a new Service Agreement or transfer to an existing Service Agreement, in accordance with Transporter's requirements, by submitting a completed Request for Service and Agency Agreement, if applicable. A Receiving Party desiring to return to Transporter's applicable sales service may transfer to such service, if available and allowed under Transporter's Gas tariff, upon the first day of the Month following Transporter's receipt of a written request from customer.

If neither a request for transportation nor sales service has been received by Transporter within four (4) Business Days prior to the end of the third full calendar Month following a suspension, revocation, or termination, service will automatically be converted to applicable sales service effective the first day of the Month following the third full calendar Month of interim service.

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## GAS TRANSPORTATION TERMS AND CONDITIONS

# FORCE MAJEURE

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

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

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

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

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Sub. Fourth Revised Sheet No. T54

#### GAS TRANSPORTATION TERMS AND CONDITIONS

# SYSTEM OPERATION

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

#### NOTICES

Except as otherwise provided, any notice required by these Gas Transportation Terms and Conditions, the applicable transportation rate schedule and/or in the Service Agreement, or any notice that either party C may desire to give the other, shall be in writing and shall be considered as duly delivered or furnished when:

- a) In the case of notice by Shipper, Receiving Party or Agent to Transporter:
  - i) Mailed by U.S. Mail to the most recent address designated by Transporter in writing or as reflected on the Transporter's EBB; or
  - ii) As directed by Transporter on its EBB.
- b) In the case of notice by Transporter to Shipper, Receiving Party or Agent:
  - i) Posted to the EBB by Transporter; or
  - ii) Mailed by U.S. Mail to the most recent address or addresses provided to Transporter; or
  - iii) Mailed by electronic e-mail exchange to the most recent electronic e-mail address provided to Transporter.

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# GAS TRANSPORTATION TERMS AND CONDITIONS

#### LIABILITY

Without expanding Transporter's liability or indemnity obligations contained elsewhere in the Gas tariff, each party shall indemnify, save and hold harmless the other party, its officers, employees and agents from any and all claims for injury to person or persons or damage to property occurring on its respective side of the interconnection point(s) between Transporter's and the Shipper's or Receiving Party's facilities; provided, however, that nothing herein contained shall be construed as relieving or releasing either party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its officers, employees or agents.

In no event shall either party be liable for damages in an amount greater than the degree or percentage of negligence or fault attributable to that party. Each of the parties hereto shall be solely responsible for injury or damage, wherever occurring, due solely to any defect in equipment installed, furnished or maintained by such party.

In no event shall Transporter be liable for consequential or punitive damages.

## WARRANTY

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

#### WAIVERS

No waiver by Transporter or Shipper of any one (1) or more defaults in the performance of any provision hereunder, shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

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	GAS TRANSPORTA	ATION TE	RMS AND CON	DITIONS	
, (	ORTATION AGREEMENTS				
)	f Request for Gas Transport	ation Se	ervice		
(	<b>⊘ Xcel</b> Energy®		For PSCo Use Only Contract #:		
	PUBLIC SERVICE COMPANY		New Meter Required	:	
	FORM OF I GASTRANSPOI				
	Date:Shipper:*	_			
	Mailing &				:
	Notice Email:				
	Billing Address: Billing Email:		-		
	Contact Name : Phone:	State of	Incorporation:		.
	Email:				
	During 1	Phone	ommunications. Thre 1	e preferred.	
	Business Hours 2 3		2 3		
	After 1Business Hours 2		1 2		:
	3	ust include writte	an authorization from Rece	eiving Party to act	on its behalf.
	Receiving Party:*				
	Mailing Address:  Contact Name:  Phone:				.
	Receiving Party Customer Service:				
	Existing (Check Prior (and prior service type) or New): Prior (Contract#: ) / New Facility Firm Sales Interruptible Tran. & On Peak Demand	Requested Interrupti	d Service (Check one): ible Transport ible Transportation & O	Firm Tran	sport 🗌
	Firm Transport Int Transport Interruptible Sales  * Attach list showing the required information for each Receive	<u> </u>	ible Transportation & O	n Peak Demand	
	f converting from sales to transport, Electronic Meter or daily balancing, Shipper selects (check one): Trans				
	INTERRUPTIBLE SERVICE		Annual	MDQ	On Peak Demand Qty
	Receiving Party* & Facility Address	•	Quantity (Dth)		Demand Qty
	FIRM SERVICE Receiving Party* & Facility Address	s	Annual Quantity (Dth)	MDQ	
	*If more than two, attach list showing the above information	for each.			
	1	Page 1 of 2			

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TRANSPORTATION AGREEMENTS - Cont'd

Form of Request for Gas Transportation Service

		REQUEST FOR RTATION SERVICE	
SVC INFO	Requested Date of Service to Co Requested Date of Service to To	ommence: erminate:	
TRANSPORTATION INFO	Firm Transportation and On Peak D Transportation Service - Pr		Firm Receipt Point Daily Quantity (Dth)*
TRANSPORT			
	Firm Receipt Point Quantity should not include FL&U	Tol  We, and Total Quantity cannot exceed MDQ.	tal
NOM AGENT	Nominating Agent: Mailing Address: Contact Name:  Emergency Contacts During: Business Hours: After Hours:	Phone: Email:	
BILLING AGENT	Billing Agent:  Mailing Address:  Contact Name:  Phone:		
AFFRUVAL	Submitted By (Signature): * Printed Name: Title: Date: *Must be signed by an authorized represental		
ALL	Approved: Date:	Agency Designation Received Meter Request Completed:	Date:
	Name: Title: Transport Rep:	Imbalance transfer letter su Credit/Security Required:	abmitted with request (y/n)

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# TRANSPORTATION AGREEMENTS

**Xcel** Energy®

Form of Request for Amendment / Change Notification to Gas Transportation Service

	PUBLIC SERVICE COMPANY	WALNES NO MATERIAL MANAGEMENT
	REQUEST FOR AMENDMENT/O TO GAS TRANSPORTATION S	CHANGE NOTIFICATION SERVICE AGREEMENT
	Date:	Contract #
1	Shipper:*	
١	Mailing &	
١	Notice Address:	
l	NoticeEmail:	
l	Billing Address:	
,	Billing Email:	
:	Contact Name:	State of Incorporation:
	Phone:	State of Theorporation.
	Email:	
i		
1	Emergency Contacts: For gas flow and other commit  During business hours call 1	nications. Three preferred. Phone 1
1	During business nours can $\frac{1}{2}$	2
1	3	3
1	After business hours call 1	1
	2	2
1	#TC China and in JiCC and Jan Danisian Danish than China and and in July	3
_	*If Shipper is different from Receiving Party, then Shipper must include	written authorization from Receiving Party to act on its bena
_	What change is requested?	
.	Receiving Party:* Mailing Address:	
2	Contact Name:	
1	Phone:	Email:
	Receiving Party Customer Type:	
RECEIVING LAKE INFO		Requested (Check one):
á		nterruptible Transport Firm Transport
	Interruptible Transport	nterruptible Transport & On Peak Demand
3	Interruptible Transport & On Peak Demand	
1	*Attach list showing the required information for each Receiving Party.	
	If converting from sales to transport, Electronic Meter Installation form For daily balancing, Shipper selects (check one): Transporter Balancin	
┪	, a, 11	Annual On Peak
ı	INTERRUPTIBLE SERVICE Receiving Party* & Facility	Address Quantity (Dth) MDQ Demand Qty
ı		
2		
DER TICE INFO		
į	FIRM SERVICE	Annual Quantity (Dth)
1	Receiving Party* & Facility Address	Quantity (Den)
2		
ı		
1	*If more than two, attach list showing the above information for each.	

Page 1 of 2

ADVICE LETTER NUMBER 1004

DECISION 200,0640

NUMBER

C22-0642

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

October 27, 2022

EFFECTIVE DATE

November 1, 2022

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

Fifth Revised			Sheet No.	T59
			Canada	
Suh	Fourth	Revised	Cancels	Ψ59

## GAS TRANSPORTATION TERMS AND CONDITIONS

# TRANSPORTATION AGREEMENTS

Form of Request for Amendment/Change Notification to Gas Transportation Service - Cont'd

	<b>Xcel</b> Energy*  PUBLIC SERVICE COMPANY  REQUEST FOR AMENDMENT/CHANGE NOTIFICATION  TO GAS TRANSPORTATION SERVICE AGREEMENT
SVC INFO	Anticipated Date of Service to Commence: Anticipated Date of Service to Terminate:
TRANSPORTATION INFO	Firm Transportation and On Peak Demand Option for Interruptible  Transportation Service - Primary Receipt Point(s)  Firm Receipt Point Daily Quantity (Dth)*
TRANSPO	* Firm Receipt Point Quantity should not include FL&U %, and Total Quantity cannot exceed MDQ.
NOM AGENT	Nominating Agent: *  Mailing Address:  Contact Name:  Email:
	Emergency Contacts During: Business Hours: After Hours: Phone: Phone:
BILLING AGENT	Billing Agent:  Mailing Address:  Contact Name: Phone: Email:
	Submitted By (Signature): * Printed Name: Title: Date:  *Must be signed by an authorized representative
APPROVAL	PSCo Use Only  Approval Of This Request Will Amend Shipper's Gas Transportation Service Agreement
	Approved: Date  Name: Agency Designation Received: Meter Request Completed:  Date: Imbalance transfer letter submitted with request (y/n): Credit/Security Required:

# Page 2 of 2

ADVICE LETTER 1004 NUMBER **DECISION** C22-0642 NUMBER

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

October 27, 2022

EFFECTIVE November 1, 2022 DATE

Fifth Revised	Sheet No	T60
Cula Farmath Davidsod	Cancels	шсо

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P.O. Box 840 Denver, CO 80201-0840	Sub. Fourth Revised	Cancels Sheet No. T60
	Document No.	
FIRM GAS TRANSPORT	ATION SERVICE AGREEME	ENT_
THIS SERVICE AGREEMENT ("Service and entered into as of Company of Colorado ("Transporter"), a Shipper are collectively referred to a	, 20, by and between "), a Colorado corporation.	en Public Service corporation and
The Parties agree that Trans Shipper's Gas from the Receipt Point specified in writing between the Paraddition, if applicable, Transporter accordance with its Gas tariff.	nt(s) to the Delive ties, on a firm capa	ery Point(s), as acity basis. In
The specified Receipt Points and time to time by the Parties. Such ame or on Transporter's EBB, and shall be Service Agreement.	endments will be spec	ified in writing
For daily balancing, Shipper sele	ects (select one):	
Transporter Balancing Option	ו	
Shipper Daily Balancing Opt:	ion	
Shipper acknowledges and agrees provided hereunder, as well as any Backrates, charges, terms, and conditions tariff on file and in effect with the State of Colorado ("Commission"), as conditions are incorporated herein as This Agreement, and all its rate set out in this Agreement and as set of are incorporated into this Agreement subject to modification by order of the and a finding of good cause therefore. Agreement requests the Commission to modification in the conditions of this written notice to the other parties as the Commission.	ckup Sales Service, in ns of Transporter's e Public Utilities Cond such rates, charpart of this Service es, charges, terms a ut in the Gas tariff by reference, shall he Commission upon no In the event that a take any action which is agreement, the par	as subject to the applicable Gas commission of the ages, terms, and Agreement.  Ind conditions as provisions which at all times be obtice and hearing any party to this ch could cause a cty shall provide

ADVICE LETTER NUMBER ISSUE DATE 1004 October 27, 2022 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs EFFECTIVE DATE **DECISION** C22-0642 NUMBER

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PUBLIC SERVICE COMPANY OF COLORADO	Sub.	Fourth Revised	Sheet No	T61
P.O. Box 840 Denver, CO 80201-0840			Cancels  Sheet No. —	
If the end-use customer use nomination, gas purchases, and be provide Transporter with an Agency A	alancin	g, the end-use	customer	shall
Service hereunder shall begin unless otherwise mutually agreed in term of at least one (1) year th 30,[YEAR], and then from year accordance with Transporter's Gas ta	writing rough to yea	ng, shall continue the Contract Yea	e for a p r ending	primary April
This Service Agreement superse Effective Date of this Service Agree amendments thereto:				
Document No Dated: between		and Transpo	rter.	

ADVICE LETTER NUMBER

DECISION NUMBER

962

R20-0046

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

February 21, 2020

EFFECTIVE DATE

March 1, 2020

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

Fifth Revised T62 Sheet No. Cancels Sub. Fourth Revised T62 Sheet No.

	Document No.
Any exhibits and/or addenda attach Transporter's EBB, are incorporated Agreement.	ned hereto, or amendments posted on into the terms of this Service
This Service Agreement shall not k without the prior written consent of th not be unreasonably withheld.	be assigned by either party hereto, be other party, which consent shall
The individual signing this Servi represents and warrants that she or he to bind Shipper to this Service Agree hold harmless Transporter from any clexist.	ment, and agrees to indemnify and
IN WITNESS WHEREOF, the Partie Transportation Service Agreement as written.	es have executed this Firm Gas of the day and year first above
Document #	
TRANSPORTER: PUBLIC SERVICE COMPANY OF COLORADO	SHIPPER:
Ву	Ву
(print name)	(print name)
Title	Title
Date	Date
ADVICE LETTER 1004	ISSUE October 27, 2022
NUMBER	DATE

DECISION NUMBER

R20-0046

	Sub. Original	Sheet No163
Box 840 ver, CO 80201-0840		Cancels Sheet No.
	Doc Effective Date of Ad Effective Date of Exh	
EXHIBI	Т	
TO THE FIRM GAS TRAI	NSPORTATION SERVICE AG BETWEEN	REEMENT
	(Shipper)	
PUBLIC SERVICE COMP.	ANY OF COLORADO (Trans	porter)
PRIMARY RECEIPT(S)		
Primary Receipt Point	Receipt Quantity Dt	h/Day
	(excluding FL&U	)
SECONDARY RECEIPT(S) (if applications	able)	
Secondary Receipt Point	Receipt Quantity Dt	h/Day
	(excluding FL&U	)

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

EFFECTIVE DATE

March 1, 2020

PUBLIC SERVICE COMPANY OF COLORADO			
	First Revised	Sheet No	Т64
P.O. Box 840 Denver, CO 80201-0840	Sub. Original	Cancels Sheet No.	Т64
3. DELIVERY POINT(S)			

Receiving Party & Service Address	Load Point	Receipt Point(s)	MDQ (Dth)	Rate Schedule	Rate	Specific Facility Chg.	Term of Rate

Total Firm Gas Transportation Service MDQ: Dth/Day.

4. This Exhibit shall be deemed amended through amendments to this Exhibit or written Requests for Amendment to the Service Agreement that are approved by Transporter. Amendments may also be accepted by posting on Transporter's EBB.

ADVICE LETTER ISSUE 1004 October 27, 2022 NUMBER DATE DECISION REGIONAL VICE PRESIDENT, **EFFECTIVE** C22-0642 November 1, 2022 NUMBER Rates & Regulatory Affairs DATE

First Revised	Sheet No	T65
Sub Original	Cancels	₩65

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P.O. Box 840 Denver, CO 80201-0840	Sub. Original	Cancels Sheet No. T65
	Document No.	
INTERRUPTIBLE GAS TRAN	SPORTATION SERVICE AGRE	EEMENT
THIS SERVICE AGREEMENT ("Service and entered into as of	, 20, by and orter"), a Colorado co corporation.	between Public orporation, and
The Parties agree that Trans Shipper's Gas from the Receipt Poi specified in writing between the Parti as System capacity is available for addition, if applicable, Transporter Service in accordance with its Gas tax	nt(s) to the Delivery les, on an interruptible r transportation of will provide On Peak	y Point(s), as e basis as long such gas. In
The specified Receipt Points and time to time by the Parties. Such am or on Transporter's EBB, and shall be Service Agreement.	endments will be speci	fied in writing
For daily balancing, Shipper sel	ects (select one):	
Transporter Balancing Optio	n	
Shipper Daily Balancing Opt	ion	
Shipper acknowledges and agrees Service provided hereunder, as well as is subject to the rates, charges, to applicable Gas tariff on file and Commission of the State of Colora charges, terms, and conditions are Service Agreement.	erms, and conditions of in effect with the Pudo ("Commission"), ar	antity Service, f Transporter's ablic Utilities ad such rates,
This Agreement, and all its rates out in this Agreement and as set of are incorporated into this Agreement subject to modification by order of the and a finding of good cause therefore Agreement requests the Commission to the second	but in the Gas tariff post by reference, shall as the Commission upon not and the event that and take any action which contacts.	rovisions which t all times be ice and hearing y party to this
modification in the conditions of the party shall provide written notice to at the time of filing the request with	the other parties	

ADVICE LETTER NUMBER ISSUE DATE 1004 October 27, 2022 REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs EFFECTIVE DATE **DECISION** C22-0642 November 1, 2022 NUMBER

First Revised Sheet No. \_ T66 P.O. Box 840 Cancels Sub. Original T66 Denver, CO 80201-0840 Sheet No. If the end-use customer uses a marketing broker or Agent for nomination, gas purchases, and balancing, the end-use customer shall provide Transporter with an Agency Agreement, as required by Transporter's Gas tariff. Service hereunder shall begin on unless otherwise mutually agreed in writing, shall continue for a primary term of one (1) year, and then from year to year thereafter unless terminated in accordance with Transporter's Gas tariff. This Service Agreement supersedes, cancels and terminates, as of the Effective Date of this Service Agreement, the following agreements and any amendments thereto: Document No.\_\_\_\_\_, and Transporter. between

ADVICE LETTER NUMBER

1004

C22-0642

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

October 27, 2022

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**EFFECTIVE** DATE

November 1, 2022

P.O. Box 840 Denver, CO 80201-0840 First Revised Sheet No. T67

Sub. Original Sheet No. T67

Document	No.		

Any exhibits and/or addenda attached hereto, or amendments posted on Transporter's EBB, are incorporated into the terms of this Service Agreement.

This Service Agreement shall not be assigned by either party hereto, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The individual signing this Service Agreement on behalf of Shipper represents and warrants that she or he possesses the requisite authority to bind Shipper to this Service Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

IN WITNESS WHEREOF, the Parties have executed this Interruptible Gas Transportation Service Agreement as of the day and year first above written.

TRANSPORTER: PUBLIC SERVICE COMPANY OF COLORADO	SHIPPER:
Ву	Ву
(print name)	(print name)
Title	Title
Date	Date

ADVICE LETTER	1004
NUMBER	1004

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs October 27, 2022

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Document #

# PUBLIC SERVICE COMPANY OF COLORADO

			First Rev	rised	Sheet N	NoT68_
P.O. Box 840 Denver, CO 80201-0840			Sub. Orio	rinal	Cancel Sheet N	s No. <u>T68</u>
			ective Dat	e of Ag	ocument # reement: hibit:	
	EXHI	BIT				
TO THE INTER	RUPTIBLE				/ICE AGREEME	TM
			AND (	Shipper	)	
PUBLIC S	SERVICE C	COMPANY	OF COLORA	DO (Tra	nsporter)	
1. RECEIPT POINT(S)						
Primary Receipt Point for the On Peak Demand Quantity Option if applicabl	(		ntity Dth/ ing FL&U)	Day		
2. SECONDARY RECEIPT(S)	(if app	olicable	e)			
Secondary Receipt Point			ntity Dth/ ing FL&U)	'Day		
3. DELIVERY POINT(S)						
Receiving Party & Service Address	Load Point	MDQ (Dth)	On Peak Demand Qty. (Dth)	Rate	Specific Facility Chg.	Term of Rate
Total Interruptible Gas	s Transpo	rtation	n Service	MDQ <u>:</u>	Dth/Da	ay
ADVICE LETTER 1004 NUMBER				ISS DAT		er 27, 202
DECISION C22-0642 NUMBER			VICE PRESIDENT, legulatory Affairs	EFF DA		ber 1, 202

T69

\_ Sheet No. \_

First Revised

## PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840

DECISION

NUMBER

C22-0642

Cancels Sub. Original T69 Denver, CO 80201-0840 Sheet No. Т 4. ON PEAK DEMAND QUANTITY SERVICE OPTION This Exhibit shall be deemed amended through amendments to this 5. Exhibit or written Requests for Amendment to the Service Agreement that are approved by Transporter. Amendments may also be accepted by posting on Transporter's EBB. ADVICE LETTER ISSUE 1004 October 27, 2022 NUMBER DATE

REGIONAL VICE PRESIDENT,

Rates & Regulatory Affairs

**EFFECTIVE** 

November 1, 2022

DATE

Sub. Original	Sheet No	Т70
	Cancels Sheet No. —	

C

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

# FOR PUBLIC SERVICE COMPANY OF COLORADO GAS TRANSPORTATION SERVICE (FOR USE WHEN AGENT HAS EXECUTED SERVICE AGREEMENT)

(FOR USE WHEN AGENT HAS EXECUTED SERVICE AGREEMENT)
The undersigned, by and on behalf of
(Receiving Party), having a mailing address of
, hereby designates
(Shipper), having a mailing address of , as its agent, with
full authority to act on its behalf in obtaining and managing Gas Transportation Service provided by Public Service Company of Colorado (Transporter), as specified below, for the transportation of Natural Gas supplies from Transporter's Receipt Point(s) to Receiving Party at the following Delivery Point(s):
Receiving Party authorizes Shipper to act on its behalf in managing gas transportation on Transporter's System, including, but not limited to, contracting for Gas Transportation Service provided by Transporter, approving, installing, and maintaining communications lines or any associated equipment for Gas Transportation Service; arranging for the delivery of Gas quantities to Transporter's Receipt Point(s) for Receiving Party including submitting all Nominations therefore, managing Gas transportation Imbalances incurred on behalf of Receiving Party, receiving invoices from Transporter, and paying all applicable charges for Gas Transportation Service provided by Transporter to Receiving Party at the above Delivery Point(s), including, but not limited to, any charges for Imbalance cashouts or any natural gas sold by Transporter consistent with Transporter's Gas tariff. Receiving Party represents and warrants that it has not entered into a Gas Transportation Service Agreement (Service Agreement) with Transporter for deliveries to the above Delivery Point(s), but instead is hereby designating Shipper to enter in to such agreement with Transporter for that purpose on its behalf.

ADVICE LETTER

**DECISION** 

NUMBER

NUMBER \_\_\_\_\_962

62 \_\_\_\_

R20-0046

ISSUE DATE

February 21, 2020

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

EFFECTIVE DATE

March 1, 2020

P O Box 840 Denver. CO 80201-0840 First Revised T71 Sheet No. Cancels T71 Sub. Original Sheet No

Shipper and Receiving Party acknowledge that all service provided by Transporter is for the benefit of Receiving Party and that nothing prohibits the Transporter from directly contacting the Receiving Party if needed. Receiving Party and Shipper are subject to the Transporter's Gas tariff, and other tariff obligations or agreements with Transporter. the event that Shipper or Receiving Party fails to make timely payment for service provided by Transporter, or otherwise is in default under the provisions of Transporter's Gas tariff, this Agency Agreement may be revoked by Transporter and all service provided shall be subject to suspension or termination in accordance with Transporter's Gas tariff. Ιf such suspension or termination of service is as a result of Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Shipper, until Transporter receives full and complete payment. Shipper and Receiving Party shall be jointly and severally liable for all of Receiving Party's payments due and owing Transporter for all services provided.

Shipper shall nominate to Transporter, on Receiving Party's behalf for each of the Delivery Point(s) specified above, and otherwise schedule Gas to meet Receiving Party's daily volume requirements and to resolve any and all Gas transportation Imbalances in accordance with the Transporter's Gas tariff on file and in effect from time to time with the Commission. Shipper authorizes personnel from its organization to make binding nominations for this purpose.

If Receiving Party provides Transporter with a subsequent Agency Agreement covering the same Delivery Point(s), this Agreement will be deemed terminated and will no longer be honored by Transporter.

All obligations of Shipper and Receiving Party to Transporter with respect to Gas Transportation Service provided by Transporter shall survive termination of this Agency Agreement.

This Agency Agreement shall become effective of and shall continue until terminated in accordance with the Transporter's Gas tariff.

ADVICE LETTER

DECISION

NUMBER

1004

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

October 27, 2022

November 1, 2022

C22-0642

T72

\_ Sheet No. \_\_

Sub. Original

# PUBLIC SERVICE COMPANY OF COLORADO

DECISION NUMBER

R20-0046

P.O. Box 840 Denver, CO 80201-0840	Cancels Sheet No	. ———
Party and Shipper represents and requisite authority to bind Received	s Agency Agreement on behalf of R d warrants that he or she posses iving Party or Shipper to this Ag harmless Transporter from any cl	sses the reement,
This Agency Agreementday of	is made and entered into	o this
SIGNED:		
(Receiving Party)	(Shipper)	
(print name)	(print name)	
Title:	Title:	
Date:	Date:	
ADVICE LETTER 962 NUMBER	ISSUE February	21, 2020

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

EFFECTIVE March 1, 2020 DATE

binding nominations for this purpose.

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	Cancels ——— Sheet No. —	

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

AGENCY AGREEMENT FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICE
(FOR USE WHEN RECEIVING PARTY HAS EXECUTED SERVICE AGREEMENT)
The undersigned, by and on behalf of
(Shipper), having a mailing
address of, hereby
designates (Agent), having a mailing
address of, as
its agent, with full authority to act on its behalf in performing certain
of Shipper's responsibilities, as specified below, under the Gas
Transportation Service Agreement dated, by and between Public
Service Company of Colorado (Transporter) and Shipper, Document No.
(Service Agreement), providing for the transportation of gas supplies by Transporter from Transporter's Receipt Points to the Delivery
Point(s) specified in the Service Agreement. Shipper represents and
warrants to Agent and Transporter that, during the term of this Agency
Agreement, Shipper is and shall remain the only end-use customer eligible
to receive physical deliveries of gas from Transporter under the Service
Agreement.
As of the effective date set forth below, Agent shall be authorized,
in the following manner, to act on Shipper's behalf in managing Gas
Transportation Service provided by Transporter under the Service
Agreement:
Access to Load Data. Shipper acknowledges and agrees that, in order
for Agent to carry out its responsibilities hereunder, Agent shall have
access to daily transportation quantities for all Receipt Point(s) and
Delivery Point(s) specified in the Service Agreement (or amendments
thereto). In addition, Agent shall be authorized to obtain from
Transporter information pertaining to Shipper's historical natural gas
utilization at the Delivery Point(s) specified in the Service Agreement.
Nomination and Scheduling. Agent shall be authorized to nominate to
Transporter, on Shipper's behalf for each of the Delivery
Point(s) specified in the Service Agreement, and otherwise schedule Gas to
meet Shipper's daily volume requirements and to resolve any and all gas
transportation imbalances under the Service Agreement in accordance with
the Transporter's Gas tariff on file and in effect from time to time with
the Commission. Agent authorizes personnel from its organization to make

ADVICE LETTER NUMBER	962		ISSUE DATE	February 21, 2020
DECISION NUMBER	R20-0046	REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	March 1, 2020

# PUBLIC SERVICE COMPANY OF COLORADO

	Sub. Original	Sheet No	T74
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No.	
Upon termination of this A arrangements to resume nominatio nominated and scheduled under the	ns to ensure approp		
Balancing Option. Agent sha selection (Transporter Balancing identified in the Service Agreemen	Option or Shipper Da	_	_
Aggregate Balancing. In nomination and scheduling and bal of determining Monthly Imbalance Balancing does not apply to the hereby authorizes Agent to resolincurred under the Service Agreem Balancing as allowed by Transport Transporter's Gas Tariff, this Monthly Imbalances on an Open transportation service agreements designated for purposes of managi Shipper acknowledges and agrees transportation Monthly Imbalance reflect Shipper's share of the gat to Shipper's Agent on an aggregate	ancing set forth aboves and Monthly Cash Shipper Daily Baland we gas transportation ment on Shipper's becer's Gas Tariff. As will be done by contational Area basis with Transporter wing gas transportations that Transporter'es for the Service as transportation Imb	ove, and for purposition only [Aggreen cout only [Aggreen cout only [Aggreen cout only Imbalar cout of the cout of	pses gate pper nces gate d in ting gas peen ces. gas not
Authorized by Shipper:	Accepted by Shipper's Agen	t:	
Billing and Payment. receive and pay, and Agent here invoices setting forth all app Service provided pursuant to the tariff.	by agrees to pay, T licable charges for	Transporter's regular Gas Transportat	cion
Authorized by Shipper:	Accepted by Shipper's Agen	t:	
Agent shall continue to act for Si responsibilities for so long as the			
ADVICE LETTER 962 NUMBER		SUE February 21,	2020
		FECTIVE March 1, 20	20

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

	<u> First Revised</u>	Sheet No	<u> T75</u>
P.O. Box 840 Denver, CO 80201-0840	Sub. Original	Cancels Sheet No.	Т75
Agent and Shipper are subject tariff obligations or agreements Transporter from directly contact In the event that Agent, as authfail to make timely payment otherwise is in default under the Agency Agreement may be revoked Agreement shall be subject to start Transporter's tariff. Shipper liable for all payments due provided.	with Transporter and ting the Shipper/Recestorized for Billing and for service provided he provisions of Transed by Transporter and uspension or termination and Agent shall be	nothing prohibitions and a payment, and a by Transport sporter's tariffication in accordance in the sportery and secondary and s	its the needed. Shipper er, or f, this Service
If Shipper provides Transposering the same Delivery P terminated and will no longer be	oint(s), this Agreem	ent will be	
All obligations of Agent a Gas Transportation Service r termination of this Agency Agree	provided by Transpo	_	
This Agency Agreement	shall become and shall continue		
accordance with the Transporter'	s Gas tariff.		
Each individual signing of Shipper represents and warrants authority to bind Shipper to the hold harmless Transporter from exist.  This Agency Agreement	is that he or she posis Agreement, and agrany claim that such	sesses the requees to indemnif	uisite Ty and d not
day of	, 20		
SIGNED:			
(Shipper)	(Agent	)	
(print name)	(print na	me)	
Title:	Title:		
Date:	Date:		
ADVICE LETTER NUMBER 1004	ISS DA	UE TE October 2	7, 2022

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs **DECISION** C22-0642 NUMBER

ISSUE DATE October 27, 2022

EFFECTIVE DATE November 1, 2022