## **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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	Key	to sy	mbols directly below are applicable to tarif effective prior to August 26, 2008.	f sheets
	I	_	indicates an increase	
	R	_	indicates a reduction	
	Т	_	indicates change in text but no change in ra	.te
	N	-	indicates new rate or regulation	
	С	_	indicates changed regulation	
	S	_	indicates reissued matter (from another shee	et)
	D	_	indicates discontinued rate or regulation	
	A	-	indicates adjustment for roll-in of portions	of the GCA
Su	ıb.	-	indicates substitute	
	Key	to sy	mbols directly below are applicable to tarif effective commencing August 26, 2008	f sheets
	I	_	indicates a rate increase	
	R	-	indicates a rate reduction	
	Т	_	indicates change in text not related to chan rates, charges, terms, or conditions.	ges in
	N	-	indicates new material, including new productions, or conditions.	ts, rates,
	С	-	indicates change in text due to a changed re or condition, which does not affect rates.	
	M	-	<pre>indicates material moved from or to another   utility's tariff</pre>	
	D	_	indicates discontinued service or deleted ma	terial
	A	-	<pre>indicates roll-in to or roll-out from adjust   rates</pre>	
Su	ıb.	-	<pre>indicates substitute sheet that replaces   the same sheet previously filed but   not effective</pre>	

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	SCHEDULE OF RATES				
	FOR				
	NATURAL GAS SERVICE				
	AVAILABLE				
IN 5	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

Nineteenth Revised Sheet No. \_\_

P.O. Box 840 Denver, CO 80201-0840 Eighteenth Revised Cancels Sheet No. 3

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ADVICE LETTER NUMBER 853 ISSUE December 27, 2013

DECISION NUMBER C13-1568 VICE PRESIDENT, Rates & Regulatory Affairs DATE DATE January 1, 2014

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### **PUBLIC SERVICE COMPANY OF COLORADO**

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Third Revised
Sheet No. 3A

Cancels Sheet No. 3A

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I - indicates an increase	
R - indicates a reduction	
T - indicates change in text but no change in rate	
N - indicates new rate or regulation	
<pre>C - indicates changed regulation S - indicates reissued matter (from another sheet)</pre>	
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.	n,
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 734 ISSUE August 18, 200	

ADVICE LETTER NUMBER	734		ISSUE DATE _	August 18, 2008
DECISION NUMBER	C07-0382	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	August 26, 2008

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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

P.O. Box 840
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Colo. PUC No. 6 cancels
Colo. PUC Nos. 2, 2A, 4 & 5
Sheet No. 5

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
ort 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	)

ADVICE LETTER NUMBER	500		ISSUE DATE _	September 26, 1995
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Sheet No. Cancels
Sheet No. Cancels
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	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 MEIRO 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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	<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 No. 6 cancels
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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.

	western division - Co	nt'd
arachute*	Western	Garfield
arshall	Mountain	Grand
ed Cliff*	Mountain	Eagle
ifle*	Western	Garfield
ilt*	Western	Garfield
ilverthorne*	Mountain	Summit
abernash	Mountain	Grand
ail*	Mountain	Eagle
est Vail	Mountain	Eagle
inter Park*	Mountain	Grand
ncorporated cities and	towns are designated by	*.
ncorporated cities and re designated by +.	towns having municipal	gas distribution facilities
		1

ADVICE LETTER NUMBER 500 ISSUE September 26, 1995

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

			Original	Sheet No	10	
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		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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		RESERVED	FOI	R FUT	URE FILING			
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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
		RESERVED	FO	R FU	TURE	FILING				
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

	710L 00M1 71111 01		C	ne H	undr <u>ed</u>	Fc	rty-s	eventh	Revis	sed Sheet No	1	1
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
		]	RESER	RVED	FOR FU'	TU!	RE FII	LING				
ADVICE LETTER NUMBER	932							IS D	SSUE ATE _	August 3	30, 3	2018
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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

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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		
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Rates & Regulatory Affairs

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P.O. Box 840 Denver, CO 80201-0840 Sub. Eighth Revised Sheet No. 12

Cancels
Sub. Seventh Revised Sheet No. 12

GAS RATES	RATE	
GAS SERVICE		
SCHEDULE OF CHARGES FOR RENDERING SERVICE		
To institute or reinstitute gas service requiring a premise visit within:	\$ 94.00 126.00	I
To institute or reinstitute both gas and electric service requiring a premise visit within:  24 hours	107.00 150.00	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	I
To perform non-gratuitous labor for service work in addition to charges for material is as follows:		
Trip Charge	51.00	I
per man-hour	87.00 87.00	I
(Continued on Sheet No. 12A)		
LETTER ISSUE DATE Au	gust 30, 2018	

DECISION VICE PRESIDENT, Rates & Regulatory Affairs NUMBER  $\underline{C18-0.736-I}$ 

DATE <u>August 30, 2018</u>

EFFECTIVE DATE

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

Tenth Revised Sheet No. \_\_\_ 12A Cancels Sub. Ninth Revised Sheet No. \_\_\_ 12A

GAS RATES	RATE	7
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	108.00 108.00 130.00	
Minimum Charge, one hour	130.00	-
To process a check from a customer that is returned to the Company by the bank as not payable	\$ 15.00	
Before April 23, to achieve payment from a customer who opts to pay his/her monthly natural gas bill with a credit or debit card, a per transaction convenience fee of \$3.45 shall be charged for any credit or debit card payment.		
Beginning April 23, to achieve payment from a Customer who chooses to pay his/her monthly natural gas bill with a commercial credit or debit card, a per transaction convenience fee of \$29.95 shall be charged for any credit or debit card payment by the Company's third party vendor that processes credit card payments.		
Beginning April 23, to achieve payment from a Customer who chooses to pay his/her monthly natural gas bill with a non-commercial credit or debit card, a per transaction convenience fee of \$2.90 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 12B)		
DVICE LETTER 932 ISSUE DATE AUG	gust 30, 2018	3

VICE PRESIDENT, Rates & Regulatory Affairs

DECISION NUMBER

Original	_Sheet No. Cancels	12B
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GAS RATES		RATE
GAS SERVICE		
SCHEDULE OF CHARGES FOR RENDERING SERVICE		
Commercial credit or debit card - a card issued by a ba and primarily used to pay for business expenditur that typically comprise purchasing, commercial flee and employee business travel and entertainment. To card often includes a 'Corporate' or 'Busines designation directly on the card. There is a basidentifier number (BIN) on credit cards the differentiates commercial credit card vs a not commercial credit card. The BIN is the first 6-8 digit of the card which identifies the issuing bank and the card product.	es t, he s' nk at n- ts	
Non-commercial credit or debit card - a general purpo card used for expenditures related to consum purchases.		
ADVICE LETTER  JUMBER 925 LOTE MA	arch 1	. 2018

VICE PRESIDENT, Rates & Regulatory Affairs EFFECTIVE DATE April 1, 2018

#### COLO. PUC No. 6 Gas

#### PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840 Denver, CO 80201-0840 Sub. Second Revised Sheet No. 13

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

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 <b>,</b> 700	5,400	0.8357
5	5 <b>,</b> 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	EFFECTIVE DATE	August 1, 2000

Sub. <u>Seventy-ninth Revised</u> Sheet No. \_\_ 13A Cancels Seventy-eighth Revised Sheet No. -13A

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

#### NATURAL GAS RATES SCHEDULE OF THERM CONVERSION FACTORS

#### Energy Factors

The following is an illustrative summary of the Energy Factors  $_{
m T}$ utilized by the Company for the purpose of converting residential and Tcommercial customer classes' metered volumes to therms. The Energy Factors shall be subject to quarterly revisions effective, January 1, April 1, July 1, and October 1 of each year, based upon an analysis of the Heating Values for each Btu Zone for the three-month period ending one month prior to these dates. Each proposed revision of the Energy Factors will be accomplished by posting the energy factors on the Company website and will  $_{
m T}$ be accompanied by such supporting data and information as the Commission T may require from time to time. The new factors and documentation will be Nplaced on the Company website at the following location:

https://www.xcelenergy.com/billing and payment/understanding your bill/residential rate plans

These Energy Factors are developed based on the procedure set forth on  $_{
m N}$ Sheet Nos. R27 through R28.

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

(Continued on Sheet No. 13B)

ADVICE LETTER NUMBER	889 Amended		ISSUE DATE _	December 2, 2015
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	January 1, 2016

C00-801

NUMBER

COLO. PUC No. 6 Gas

PUBLIC SERVICE COMPA	ANY OF COLORADO	Sub. Original	Sheet No13B
P.O. Box 840 Denver, CO 80201-0840			Cancels Sheet No.
		AL GAS RATES RM CONVERSION FACTOR	<u>S</u>
Factor Climate Zo residential and The Temperature F the appropriate	ng is a summary nes utilized by t commercial custom 'actor will be det Climate Zone and	of the currently ended the Company for the general cermined for the delease the average daily are as set forth on	ourpose of convertin volumes to therms ivery point based o temperature for th
	Alamosa Aspen Denver Estes Park Fort Collin Fort Morgan Grand Junct Greeley Leadville Pueblo Rifle	S	
ADVICE LETTER NUMBER 567		ISSUEDATE	
DECISION	V	/ICE PRESIDENT, EFFE	CTIVE

VICE PRESIDENT, Rates & Regulatory Affairs EFFECTIVE DATE

August 1, 2000

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Twelfth Revised 14 Sheet No.

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

**DECISION** 

NUMBER

Cancels Eleventh Revised 14 Sheet No.

NATURAL GAS RATES	RATE	
RESIDENTIAL GAS SERVICE		
SCHEDULE RG		
APPLICABILITY Applicable to Residential service. Not applicable to resale service.		
MONTHLY RATE  Service and Facility Charge, per customer  Usage Charge, all gas used per Therm	\$11.15 \$ 0.08440	I
MONTHLY MINIMUM	\$11.15	I
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, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. Residential customers have the option of selecting a modified due date ("Custom Due Date") for paying their bill. The due 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 in processing payments that are no fault of the customer, or where a customer is current on an active payment arrangement.  (Continued on Sheet No. 14A)		
ADVICE LETTER 922 ISSUE COR	tombor 4 201	2
NUMBER 823 Sep	tember 4, 201	4

VICE PRESIDENT,

Rates & Regulatory Affairs

**EFFECTIVE** 

DATE

October 5, 2012

Sub. First Revised Sheet No. 14A

Original Cancels

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P.O. Box 840 14A Original Denver, CO 80201-0840 Sheet No. RATE NATURAL GAS RATES 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. 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		ISSUE DATE _	December 9, 2011
DECISION NUMBER	R11-1134	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	January 1, 2012

DECISION NUMBER

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

Ninth Revised
Sheet No. 15

Cancels Sheet No. 15

NATURAL GAS RATES	RATE
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 was installed prior to April 1, 1976. Not applicable to resale service.	
MONTHLY RATE  Charge for one or two mantle fixture, per fixture  Charge for each additional mantle over two mantles,  per mantle per fixture	\$ 12.45 6.22
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 Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. Residential customers have the option of selecting a modified due date ("Custom Due Date") for paying their bill. The due 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.	
(Continued on Sheet No. 15A)	
ADVICE LETTER NUMBER 819 ISSUE May	31, 2012

VICE PRESIDENT,

Rates & Regulatory Affairs

EFFECTIVE

DATE

July 1, 2012

Sub. Fourth Revised Sheet No. 15A

Third Revised Cancels Sheet No. 15A

Denver, CO 80201-0840 Third Revis

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

P O Box 840

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 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 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 NUMBER

DECISION

NUMBER

` 811

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R11-1134

ISSUE DATE

December 9, 2011

VICE PRESIDENT, Rates & Regulatory Affairs EFFECTIVE DATE January 1, 2012

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Ninth Revised Sheet No. 16

Eighth Revised Sheet No. 16

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

Denver, CO 80201-0840	Eighth Revised	Sheet No	<sub>).</sub> 16	_
N/	ATURAL GAS RATES		RATE	7
COMMERCIAL	- SMALL GAS SERVICE			
	CHEDULE CSG			
	cial customers whose annual g 0,000 therms. Not applicable			
	narge, per customer		32.08 0.11676	
MONTHLY MINIMUM		\$	32.08	
GAS RATE ADJUSTMENT  This rate schedule is commencing on Sheet No. 40.	subject to the Gas Rate Adjustmen	ts.		
GAS COST ADJUSTMENT  This rate schedule is commencing on Sheet No. 50.	subject to the Gas Cost Adjustme	nt		
(14) business days from date of fifty dollars (\$50.00) n days after the due date of payment charge of 1.5% per under this Payment and Late holiday weekdays. Holidays Martin Luther King, Jr. Date of the days of	are due and payable within fourte te of bill. Any amounts in exce ot paid on or before three busine the bill shall be subject to a la month. A business day for purpos Payment Charge section is all no are defined as New Year's Da ay, Presidents' Day, Memorial Da Day, Columbus Day, Veterans Da	ss ss te es n- y,		
period of twelve consecutive thereafter unless terminate three (3) days' notice to C quantities are 50,000 the twelve-month period ending the ligible for service under bill customer under Schedu	is schedule shall be for a minimative months and shall continged by customer on not less the ompany. If customer's annual usaterms or more in any consecution March 31, the customer is no long this Schedule and the Company shalle CLG, beginning with the firmafter May 1 of the same year.	ue an ge ve er		
(Continued	d on Sheet No. 16A)			

ADVICE LETTER NUMBER	823		ISSUE DATE	September 4, 2012
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	October 5, 2012

P.O. Box 840 Denver, CO 80201-0840 Sub. Third Revised 16A Sheet No. Cancels Sub. Second Revised 16A

Sheet No.

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RATE NATURAL GAS RATES

COMMERCIAL - SMALL GAS SERVICE

#### SCHEDULE CSG

#### 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 applicable under Schedule CLG, the minimum otherwise be service period shall be three years. Such three-year minimum service period shall not apply to a customer under 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 service under Schedule CSG by totaling customer's measured consumption for twelve consecutive billing months ending March 31. If such annual consumption is less 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)

NUMBER

811

VICE PRESIDENT.

ISSUE DATE

December 9, 2011

Rates & Regulatory Affairs

**EFFECTIVE** DATE

January 1, 2012

ADVICE LETTER

DECISION NUMBER

R11-1134

16B

\_ Sheet No. \_

Sub. Original

### PUBLIC SERVICE COMPANY OF COLORADO

DECISION NUMBER

R11-1134

P.O. Box 840 Denver, CO 80201-0840	Cancels Sheet No.	
NATURAL GAS RA	TES RATE	
COMMERCIAL - SMALL	GAS SERVICE	
SCHEDULE C	SG	
pulsation chamber ahead of  2. For service to gas engin the Point of Delivery and be determined by Compasions, such point and at the customer's pro- Company's source of natural	the Company's Rules and Utilities Commission of Ing special conditions: In to install an adequate I a gas engine.  The definition of meter shall	
ADVICE LETTER NUMBER 811	ISSUE DATE December 9, 201	11

VICE PRESIDENT,

Rates & Regulatory Affairs

**EFFECTIVE** 

DATE

January 1, 2012

Ninth Revised Sheet No. 17

Fighth Revised Cancels 17

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

Denver, CO 80201-0840	Eighth Revised	Sheet No	17
ı	NATURAL GAS RATES	RA	ATE
COMMERCIA	L - LARGE GAS SERVICE		
	SCHEDULE CLG		
	ial service for customers with 5,0 of annual usage. Not applicable		
Capacity Charge, per I	Charge, per customer	6.	I .
MONTHLY MINIMUM  The Service and Facili	ty Charge plus the Capacity Charge	<u>.</u>	
GAS RATE ADJUSTMENT  This rate schedule is commencing on Sheet No. 40	subject to the Gas Rate Adjustmer.	nts	
GAS COST ADJUSTMENT  This rate schedule is commencing on Sheet No. 50	subject to the Gas Cost Adjustme	ent	
(14) business days from days of fifty dollars (\$50.00) days after the due date of payment charge of 1.5% per under this Payment and Latholiday weekdays. Holiday Martin Luther King, Jr. I	are due and payable within fourte ate of bill. Any amounts in exce not paid on or before three busine the bill shall be subject to a la month. A business day for purpos e Payment Charge section is all no s are defined as New Year's Da Day, Presidents' Day, Memorial Da Day, Columbus Day, Veterans Da	ess ess ate ses on- ay,	
period of twelve consect thereafter unless termina three (3) days' notice to received service for the schedule and customer re	is schedule shall be for a minimutive months and shall continted by customer on not less that to Company. If the customer has minimum service period under the quests service under another radule TFL, customer shall provided the continuous of the customer of the customer continuous cont	nue nan nas nis nte	
(Continue	ed on Sheet No. 17A)		

ADVICE LETTER NUMBER 823 ISSUE September 4, 2012

DECISION NUMBER VICE PRESIDENT, Rates & Regulatory Affairs DATE October 5, 2012

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

Sub. Third Revised 17A Sheet No.

NATURAL GAS RATES

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# 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.

#### PEAK DAY OUANTITY

The PDQ 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 PDQ. The Company shall increase Customer's PDQ effective May 1 of each year based on the highest usage for any day occurring during the previous three years (May 1 through April 30). PDQ for customers converting from a firm gas transportation rate schedule (the former TF or TFL rate schedule) to the CLG rate schedule shall equal the PDQ established under the applicable transportation rate schedule.

In the event that customer reduces its usage in any year and customer desires to reduce its PDQ, the customer may request in writing that Company consider a reduction in the customer's PDO and grant a reset of the established PDO. Upon receipt of such request, Company may grant a reset of the previously established PDQ under Schedule CLG or authorize a change to the customer's service eligibility under Schedule CSG for the following situations only:

- 1. Company determines in its sole discretion customer has physically and permanently removed gas consuming appliances or equipment as physically verified by Company that results in a reduction in PDQ In which case, Company shall determine the appropriate PDO.
- 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 PDQ, in which case Company shall determine the appropriate PDQ.

(Continued on Sheet No. 17B)

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

Sub. First Revised 17B Sheet No. Cancels 17B

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

RATE NATURAL GAS RATES

# COMMERCIAL - LARGE GAS SERVICE

### SCHEDULE CLG

### PEAK DAY QUANTITY - Cont'd

3. Company determines in its sole discretion that the customer used substantial amounts of gas due to 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 PDQ.

# 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. 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 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, point and meter location shall be 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 ISSUE 811 December 9, 2011 NUMBER DATE VICE PRESIDENT, DECISION **EFFECTIVE** 

R11-1134

Rates & Regulatory Affairs

January 1, 2012 DATE

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

Sixth Revised
Sheet No. 18

Cancels Sheet No. 18

NATURAL GAS RATES	RATE
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 other gas 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  Charge for one or two mantle fixture, per fixture  Charge for each additional mantle over two mantles,  per mantle per fixture	\$ 12.45
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 ISSUE May	31, 2012

ADVICE LETTER NUMBER 819 ISSUE DATE May 31, 2012

DECISION NUMBER VICE PRESIDENT, Rates & Regulatory Affairs DATE July 1, 2012

P.O. Box 840 Denver, CO 80201-0840 Sub. Fourth Revised Sheet No. 18A

Cancels 103

Sub. Third Revised Sheet No.

18A

Т

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.
- November 1979. 3. 4, for Commercial 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 NUMBER

DECISION

NUMBER

811

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R11-1134

VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

December 9, 2011

EFFECTIVE DATE J

Second Revised 18B Sheet No. Cancels Sheet No. 18B

P.O. Box 840 Denver, CO 80201-0840 2<sup>nd</sup> Sub. First Revised

NATURAL GAS RATES	RATE	
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RESERVED FOR FUTURE FILING		
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ADVICE LETTER NUMBER

**DECISION** 

NUMBER

743

C08-1311

VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

December 23, 2008

**EFFECTIVE** DATE

January 1, 2009

		Sub. First Revised	Sheet No.	18C	_
P.O. Box 840 Denver, CO 80201-0840		Original	Cancels Sheet No.	18C	_
	NATURAL GAS RAT	ES		RATE	
					D
	RESERVED FOR FUTURE	FILING			
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ADVICE LETTER NUMBER

DECISION NUMBER

743

C08-1311

VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

December 23, 2008

EFFECTIVE DATE

January 1, 2009

**DECISION** 

NUMBER

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

Fourth Revised Sheet No. 19

Cancels 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 available a supply of gas in excess of that required for service under higher priority schedules. Not applicable to resale service.	
MONTHLY RATE  Service and Facility Charge, per customer  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 as registered on the meter shall be adjusted to a quantity based on sixty degrees Fahrenheit (60°F) and at a pressure of six ounces per square inch above average atmospheric pressure.	6.75 0.3007
MONTHLY MINIMUM  The Monthly Minimum will be the Service and Facility Charge plus the On-Peak Demand Charge.	
UNAUTHORIZED OVERRUN GAS  If, on any day when curtailment or interruption of gas usage has been ordered by Company, customer fails to curtail or shut off the use of gas when and as directed by Company and/or the total quantity of On-Peak gas taken by customer exceeds the amount contracted for, then all such gas taken after customer is directed by Company to curtail use of gas and until such time customer is authorized by Company to resume full use of gas shall constitute Unauthorized Overrun Gas. Customer shall pay \$25.00 per Dth for all such Unauthorized Overrun Gas in addition to the Commodity 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.	
(Continued on Sheet No. 19A)	
ADVICE LETTER NUMBER 823 ISSUE DATE Sep	otember 4, 201

VICE PRESIDENT,

Rates & Regulatory Affairs

**EFFECTIVE** 

DATE

October 5, 2012

Second Revised Sheet No. 19A

Sub. First Revised Cancels
Sheet No. 19A

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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, Columbus 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 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	819		ISSUE DATE _	May 31, 2012	
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 2012	

P.O. Box 840

Sub. First Revised Sheet No. 19B

Sub. Original Cancels 19B

Jenver, CO 80201-0840	Sub. Originar	_ Sheet No
	NATURAL GAS RATES	RATE
INTERRUPTIB	LE INDUSTRIAL GAS SERVICE	_
	SCHEDULE IG	_
	SCHEDULE 19	
RULES AND REGULATIONS		
	nder this schedule is subject to t	
	set forth in the Company's Rules and The Public Utilities Commission	and
	and the following special condition	
1. On-Peak gas sha	ll be construed as "any gas used dur:	ing
	ginning at the time when customer	
	mpany to discontinue or curtail his unding at the time when customer	
	dompany to resume full use of gas." .	
	as used herein, shall be construed	
	r hour period commencing at 8:00 A	
	ard Time or such other time period	
	shed by Company from time to time. On-Peak service shall be at the opt:	ion
	endent upon the sufficiency of pipel:	
	on system capacity with respect to t	che
		The
	quantity of On-Peak gas to be suppli hall be specified in the individu	
	service between customer and Compar	
and customer, w	when and as directed by Company, sha	all
	of gas to an amount not to exceed su	
	If customer uses On-Peak gas in excemaximum or uses On-Peak gas with	
	same, customer shall pay Company is	
_	rate herein set forth for Unauthoriz	
Overrun Gas se		
shall have only supplied unde	y the same priority as the Off-Peak or this schedule. On-Peak serve	
	shall have priority to the use of o	
	Peak service under any Interruptik	
	vice schedule but shall be subject	
the priority of and Commercial	service supplied under all Resident:	Lal
and Commercial	belieuuteb.	
(Conti	nued on Sheet No. 19C)	

ADVICE LETTER NUMBER 811 ISSUE DATE December 9, 2011

DECISION NUMBER R11-1134 VICE PRESIDENT, Rates & Regulatory Affairs DATE January 1, 2012

P.O. Box 840 Denver, CO 80201-0840 Sub. First RevisedSheet No.19CSub. OriginalCancels<br/>Sheet No.19C

	NATURAL GAS RATES	RATE	
	INTERRUPTIBLE INDUSTRIAL GAS SERVICE		
	SCHEDULE IG		
RULES AN	D REGULATIONS - Cont'd		
3.	In consideration of this special rate for Commercial	M	Т
	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.		
4.	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. 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.		Т
5.	Residential and Commercial Services have priority to the use of gas service over all Industrial Services.	M	Т
6.	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.		Т
7.	Customer may be required to install an adequate pulsation chamber ahead of a gas engine.	MI	Г
8.	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 customer.		
ADVICE LETTER	ISSUE		

ADVICE LETTER NUMBER 811 SSUE DATE December 9, 2011

DECISION NUMBER R11-1134 VICE PRESIDENT, Rates & Regulatory Affairs DATE January 1, 2012

		Sub. First Re	visea	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	d Revised	Sheet No	21
P.O. Box 840 Denver, CO 8020	1-0840		First Revised		Cancels Sheet No	21
		RESERVED FOR	FUTURE FILING			
ADVIOLITEES				100115		
ADVICE LETTER NUMBER	567	- MANA CI	NG DIRECTOR,		July 31,	2000
DECISION NUMBER	C00-801	Government	& Regulatory Affairs	EFFECTIVE DATE	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
Second Revised

Sub. Third Revised Sheet No. 29

Second Revised Sheet No. 29

	RATE	7
NATURAL GAS RATES	RATE	
FIRM GAS TRANSPORTATION SERVICE - SMALL		
SCHEDULE TFS		
ADDITION DELL'INV		
APPLICABILITY  Applicable to Shippers having acquired by separate agreement, supplies of natural gas (Shipper's Gas), and satisfied the Conditions of Gas Transportation Service, as set forth in the Gas Transportation Terms and Conditions, where Company has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm Shippers. Service is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) to the Delivery Point(s) through Company's System for only those Delivery Points where the Receiving Party's annual usage is less than 5,000 Dekatherms (Dth). Service provided hereunder shall be in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper and the Gas Transportation Terms and Conditions of Company's Gas Transportation Tariff. Firm Capacity and Firm Supply quantities reserved under this rate schedule shall be designated for Receiving Party(s) at specific Delivery Point(s).		Т
A Local Distribution Company, or LDC, Customer is a customer in the business of distributing and selling gas to retail customers in Colorado that operates a gas pipeline system which is interconnected with and receives gas deliveries from the Company's System. Service under this schedule is available to an LDC Customer.		N N N N
MONTHLY RATE - FIRM GAS TRANSPORTATION SERVICE CHARGES Service and Facility Charge per service meter:	\$ 43.50	R
Usage Charge: Applicable to all of Shipper's gas transported by Company Standard Rate, per Dth	1.1676 0.010	R
*The minimum transportation charge shall be \$.01, excluding the base gas cost, but in no instance will it be less than the variable costs of providing service.		
(Continued on Sheet No. 29A)		
ADVICE LETTER ISSUE NUMBER 811 Dece	ember 9, 2011	]

ADVICE LETTER NUMBER 811 SSUE DATE December 9, 2011

DECISION NUMBER R11-1134 VICE PRESIDENT, Rates & Regulatory Affairs PATE DATE January 1, 2012

Eleventh Revised Sheet No. 29A Cancels

P.O. Box 840 Denver CO 80201-0840

	Sheet No29	
TURAL GAS RATES	RATE	
ORTATION SERVICE - SMALL		
HEDULE TFS		
n Charge, per Dtharge, per Dthes Charge, per Dthupply Penalty Charge	. 1.167 . 1.167 . 25.00	6
Firm Supply Reservation Charge ( that Company is required to make a that limited to franchise fees eancy taxes or the like, as a resu rice being rendered to Shipper	if ny or lt by	
subject to the Gas Rate Adjustmen	ts	
Backup Supply Sales Charges a	re	
irm Transportation Service sha Fuel Reimbursement to the quanti . Unless otherwise specified, tage for Firm Gas Transportationnually, on or before September advice letter to update the Furn be effective January 1 of the Reimbursement Percentage is the and loss quantities adjusted for the fuel and gas shrinkage for the support of the fuel and gas shrinkage for the support of the support of the fuel and gas shrinkage for the support of the	ty he on 1, el he he or	
on Sheet No. 29B)		
	darge, per Dth	PRETATION SERVICE - SMALL  HEDULE TFS  Y SALES SERVICE CHARGES In Charge, per Dth

ADVICE LETTER NUMBER	932		ISSUE DATE	_September 4, 2018
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	January 1, 2019

	Sub. Original	_ Sheet No.	29B
P.O. Box 840 Denver, CO 80201-0840		Cancels  Sheet No.	
NATURAL GAS RAT	TES		RATE
FIRM GAS TRANSPORTATION SER	RVICE - SMALL		
SCHEDULE TFS	5		
CAPACITY INTERRUPTION OF SERVICE  Transportation service in excessubject to availability of System cap. Should Company, in its sole judgment System capacity is unavailable, the immediate Capacity Interruption of the those quantities in excess of Peak Day	acity in Company's Syst , determine that adequent en Shipper is subject cransportation service	em. uate to	
SUPPLY CURTAILMENT OF SERVICE  Transportation service hereunder adequate supplies of Shipper's Gas by Shipper's Gas are not available fo confirmed by Interconnecting Party, the to immediate Supply Curtailment of transitication by Company.	Company. If supplies or receipt by Company hen Shipper may be subj	of or ect	
FIRM CAPACITY SERVICE  Firm Capacity Service is required to receive firm capacity for Shippers desiring Firm Capacity Service Receiving Party(s), are required to suffor Transportation Service for each contains the Peak Day Quantity for Company to provide firm capacity capacity is made available to Shipper Receiving Party only.  Firm Capacity Service will be repracticable after Company determines capacity to provide such service from the Delivery Point(s) requested by Shipper Customers Installation section of the	rom the Company's Syst vice for or on behalf ubmit to Company a Requ th Delivery Point, what or which Shipper desi from its System. For er for and on behalf made available as soon to that it has suffici me the Receipt Point(s) ipper, and will be subj e section herein and	em. of est ich res irm of as ent to ect	
(Continued on Sheet	No. 29C)		

VICE PRESIDENT, Rates & Regulatory Affairs December 23, 2008

**DECISION** C08-1311 NUMBER

**EFFECTIVE** January 1, 2009 DATE

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# PUBLIC SERVICE COMPANY OF COLORADO

	Sub. Original	Sheet No29C
40		Cancels

D 00 00004 0040	ncels eet No.
NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL	
SCHEDULE TFS	
FIRM SUPPLY RESERVATION SERVICE  Firm Supply Reservation Service is an option that allows Shippers to pay a reservation charge giving Shipper rights to purchase Backup Supply Sales Service should Shipper's Gas fail. Unless otherwise agreed to by Company, Shippers desiring Firm Supply Reservation Service are required to submit to Company a Request for Transportation Service between March 1 and April 1 of each year for each Service Agreement which contains the Firm Supply Reservation Quantity that Shipper desires Company to reserve commencing May 1 of the same year. Company will review initial or subsequent Requests for Firm Supply Reservation Service on a first-come, first-serve basis, based upon the date of receipt of the request. The request will either be approved or denied by Company within sixty (60) days of the receipt thereof. If denied, written notification will be provided to Shipper detailing the reasons for denial. Increases or decreases in the Firm Supply Reservation Quantity in subsequent requests shall be approved by Company at its sole discretion. Company will commence Firm Supply Reservation Service as soon as is practicable after it determines that sufficient supplies are available. Firm Supply Reservation Service shall be made available to Shipper for and on behalf of the Receiving Party(s) only. Shipper, in receiving said Firm Supply Reservation Service, acknowledges that it is acting for the Receiving Party(s) as the Receiving Party(s)' agent. The Firm Supply Reservation Service will be the Firm Supply Reservation Charge.  If Shipper elects to purchase Firm Supply Reservation Service will be the Firm Supply Reservation Charge.  If Shipper elects to purchase Firm Supply Reservation Service will be the Firm Supply Reservation Charge.  If Shipper elects to purchase Firm Supply Reservation Service, and Company commences providing service under this option, then Company is obligated to provide natural gas supplies to Receiving Party. Company will not be obligated to stand ready to provide firm gas	

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

(Continued on Sheet No. 29D)

NUMBER C08-1311 Rates & Regulatory Affairs

Sub. Original	Sheet No.	29D
P.O. Box 840 Penver, CO 80201-0840	Cancels Sheet No.	
NATURAL GAS RATES		RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL		
SCHEDULE TFS		
Backup Supply Sales Service is an option available Shippers that can be used in the event that adequate support Shipper's Gas are not available for receipt by Companyishippers who purchase Firm Supply Reservation Service rights to purchase Firm Backup Supply Sales Service up to Firm Supply Reservation Quantity identified in Shipper Service Agreement at the Backup Supply Sales Charge. In a copurchase Firm Backup Supply Sales Charge. In a copurchase Firm Backup Supply Sales quantities during a machipper must nominate such quantities in accordance company's Nomination Procedures. Quantities sold to Shipper excess of Shipper's Firm Supply Reservation Quantity will considered on an interruptible basis.  Shippers who have not purchased Firm Supply Reservations accordance with Company's Nomination Procedures and, available, can purchase those quantities authorized for sale Company at the Backup Supply Sales Charge. If Backup Stales Service is unavailable from Company, the Receiving Is sales Service is unavailable from Company, the Receiving Is shall discontinue use of any gas quantities in excess of the available from Shipper. Consumption of any gas quantities authorized by Company in excess of those available from Shipper under the provisions of Charles Schedule.	plies pany. have the per's prider poth, with ppers l be ation if the by apply party chose those the pper the	
AUTHORIZED OVERRUN SALES SERVICE  If Shipper's supply of natural gas should fail whatever reason, and Shipper has contracted for Firm Surfaces of Service and desires to purchase gas from Comparances of Shipper's Firm Supply Reservation Quantity Company, at its sole discretion, provide Authorized Overrun Service on an interruptible basis. This service will provided at the Authorized Overrun Sales Charge.	apply ny in mpany Sales	
(Continued on Sheet No. 29E)		

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

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#### PUBLIC SERVICE COMPANY OF COLORADO

	Sub. Original	Sheet No	29E
P.O. Box 840		Cancels	
Denver, CO 80201-0840		Sheet No	

NATURAL GAS RATES	RATE

# FIRM GAS TRANSPORTATION SERVICE - SMALL

#### SCHEDULE TFS

### UNAUTHORIZED OVERRUN SUPPLY PENALTY SERVICE

the event Company does not authorize the sale of Backup Supply sales gas which exceeds the Shipper's Firm Supply Reservation Quantity, then all such quantities delivered to Shipper for and on behalf of Receiving Party in excess of Shippers Firm Supply Reservation Quantity shall be considered Unauthorized Sales Gas. If on any Day Shipper's supply of natural gas should fail for whatever reason or is otherwise inadequate to supply actual usage of Shipper's Receiving Party(s), and Shipper desires to use Backup Supply sales gas, then Shipper shall nominate in accordance with Company's Nomination Procedures and Company will provide interruptible supplies at the Backup Supply Sales Charge to Shipper, If Shipper uses more than the quantity authorized available. by Company, or if such supplies are not available and the Receiving Party continues to use gas during the period of such failure, then Shipper will be required to pay Company the Unauthorized Overrun Supply Penalty Charge, in addition to the Backup Supply Sales Charge, for all gas used during such period in excess of the quantities authorized.

In the case of use of Unauthorized Sales Gas during Supply Curtailment, Capacity Interruption Operational Flow Order, Company shall have the right to charge Shipper the Standard Unauthorized Overrun Supply Penalty Charge for all such quantities delivered in excess of Shipper's Firm Supply Reservation Quantity. Charges shall not be less than the minimum Unauthorized Overrun Supply Penalty Charge or more than the Standard Unauthorized Overrun Supply Penalty Charge. Unauthorized Overrun Supply Penalty Charges shall not assessed if the aggregate total of the individual overrun quantities for each exhibit under Shipper's Service Agreement which is in effect at the time the overrun occurs are five (5) In determining the level of the Unauthorized Dth or less. Overrun Supply Penalty Charge, Company shall charge Shippers similar charges in all overrun cases, whether or not they occur on the same day, providing that the circumstances surrounding the overrun are similar.

(Continued on Sheet No. 29F)

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

P.O. Box 840 Denver, CO 80201-0840 Sub. First Revised Sheet No. 29F

Sub. Original Cancels Sheet No. 29F

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NATURAL GAS RATES	RATE

FIRM GAS TRANSPORTATION SERVICE - SMALL

### SCHEDULE TFS

### COMMUNICATION LINE INSTALLATION AND MAINTENANCE

Except as otherwise provided below, Shipper 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. Shipper shall provide such communication equipment prior to initiation of transportation service by Company. Shipper shall coordinate installation of communication equipment with Company. 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 the Company requires that the LDC customer install communication equipment in order for the Company to determine if the Company has adequate capacity to serve. Company shall be responsible for installation and maintenance costs associated with advanced communication equipment required for operational and billing purposes.

Receiving Party 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. Shipper or Receiving Party will notify Company in advance of any planned outages. In the event the communication line is out of service for a period of more than two (2) days, and Company determines that such out of service condition is the result of a communication line failure, Company shall notify Shipper in writing that the communication line is inoperative and Shipper shall take the necessary measures to ensure the communication line is reactivated and operational within a two (2) correction period identified by Company in its notification The grant of the two (2) week correction period does not waive the tariff provision under an Operational Flow Order. During the period from the date when the phone line became inoperative to the end of the two-week correction period specified in Company's notification letter to Shipper, Shipper shall be responsible for making transportation nominations on behalf of the Receiving Party to Company in accordance with Company's nomination procedures. If, following the two (2) correction period 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. 29G)

ADVICE LETTER NUMBER	811		ISSUE DATE _	December 9,	2013
DECISION NUMBER	R11-1134	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	January 1,	2012

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Sub. Original Cancels Sheet No. 29G

C

NATURAL GAS RATES RATE

FIRM GAS TRANSPORTATION SERVICE - SMALL

### SCHEDULE TFS

### COMMUNICATION LINE INSTALLATION AND MAINTENANCE - Cont'd

Consumption during the period the communication line was inoperative will be prorated on a daily basis. If the communication line is not made operative within the period designated in the notification, Company shall treat all gas delivered subsequent to the two (2) week correction period specified by the Company in its written notification and ending on the date customer's communication line is operative as sales gas, and Company shall no longer accept transportation nominations for that receiving party. Such quantities may be sold to Shipper at Company's Back Up Supply Sales Charge, in addition to Unauthorized Overrun Supply Penalty Charges, which may be charged during an Operational Flow Order, Interruption or Curtailment.

# CONTRACT PERIOD

The minimum Contract Period hereunder is one year beginning May 1 and ending April 30 of the following year, unless otherwise specified in the Service Agreement.

Firm Supply Service shall commence upon the approved by Company. requested by Shipper and Unless otherwise mutually agreed, Firm Supply Service shall continue through the end of the current Contract Year, and from year to year thereafter, until terminated as of the end of any Contract Year upon a minimum of thirty (30) days written notice provided by either party to the other. reserves the right to commence Firm Supply Service only when sufficient supplies are available.

Firm Capacity Service shall commence upon the date specified in the Service Agreement. Unless otherwise mutually agreed, Firm Capacity Service shall continue through the end of the current Contract Year, and from year to year thereafter, until terminated as of the end of any Contract Year upon a minimum of thirty (30) days written notice provided by either party to the other. Company will commence Firm Gas Transportation Service as soon as it is practicable as long as sufficient capacity is available.

Annually, Company will evaluate Receiving Party's total delivered quantities of gas at each Delivery Point for the previous twelve months ending March 31. If the Contract Year ends on a date other than the twelve months ending April 30, Company will evaluate Receiving Party's total delivered volumes at each Delivery Point for the twelve months ending one calendar month prior to the end of the Contract Year as set forth in the Service Agreement.

(Continued on Sheet No. 29H)

ADVICE LETTER 811

DECISION R11-1134

NUMBER VICE PRESIDENT, Rates & Regulatory Affairs

NUMBER DATE

December 9, 2011

VICE PRESIDENT, Rates & Regulatory Affairs

DATE

January 1, 2012

P O Roy 840 Denver, CO 80201-0840 Sub. First Revised 29H Sheet No. Cancels 29H

Sub. Original Sheet No. RATE NATURAL GAS RATES FIRM GAS TRANSPORTATION SERVICE - SMALL SCHEDULE TFS CONTRACT PERIOD - Cont'd 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 either Schedule TFL at the Receiving Party's or its Agent's option, or Schedule CLG at the Receiving Party's option subject to the applicable provisions within the schedule selected, effective period first monthly billing following the determination by Company. If service is converted to Schedule TFL, the Shipper or Receiving Party, as applicable, shall remain on Schedule TFL for the minimum Contract Period Т provided therein. If service is converted to Schedule CLG, Customer shall remain on Schedule CLG for the minimum Service Period provided therein. In the event that the customer elects service hereunder Ν as initial service that requires a distribution extension and Ν the Construction Allowance applicable under Schedule Ν exceeds the Construction Allowance that would otherwise be Ν applicable under Schedule TFL, the minimum Contract Period Ν Such three-year minimum service period shall be three years. Ν shall not apply to a customer under this schedule requesting Ν service under Schedule CSG. The Contract Period shall begin Ν on the date the meter is set. Ν event Receiving Party has received the hereunder for the minimum Contract Period and desires to Т receive service under Schedule CSG, Receiving Party shall provide Company written notice no less than thirty (30) days prior to the date such conversion is to be effective. Т shall evaluate whether it has sufficient natural gas and related resources to provide service under Schedule CSG. Company may agree to a notice period of less than thirty (30) days if it determines that sufficient time to effectuate the necessary changes has been provided. Prior to the Company's construction of a Distribution Ν Main Extension or Reinforcement to serve an LDC Customer under Ν this rate schedule, the LDC Customer shall first have entered Ν into a Firm Gas Transportation Service Agreement with the Ν Company for a minimum term of five (5) years. Ν (Continued on Sheet No. 29I)

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

**DECISION** 

NUMBER

R11-1134

P.O. Box 840 Denver, CO 80201-0840				
			Cancels Sheet No.	
	NATURAL GAS R	ATES		RATE
FIRM G	AS TRANSPORTATION S	ERVICE - SMALL		
	SCHEDULE TF	'S		
RULES AND REGULAT  Service supp terms and condit Regulations on fi State of Colorado  1. Custom pulsat  2. For se the po determ situat at th Compan Point	SCHEDULE TE  SCHEDULE TE  Solied under this sections set forth in the legister of the public and the following er may be required ion chamber ahead of the company into the delivery and the customer's property source of nature.	chedule is subject to the Company's Rules Utilities Commission of special conditions: d to install an adeq f a gas engine. ne driven irrigation p location of meter shal	and the  uate  umps l be sual l be the yond	

VICE PRESIDENT,

Rates & Regulatory Affairs

**EFFECTIVE** 

DATE

\_January 1, 2012\_

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

Sub. Eighth Revised
Sheet No. 30

Cancels
Sheet No. 30

NATURAL GAS RATES	RATE	
NATORAL GAO NATES		
FIRM GAS TRANSPORTATION SERVICE - LARGE		
SCHEDULE TFL		
APPLICABILITY  Applicable to Shippers having acquired by separate agreement, supplies of natural gas (Shipper's Gas), and satisfied the Conditions of Gas Transportation Service, as set forth in the Gas Transportation Terms and Conditions, where Company has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm Shippers. Service is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) to the Delivery Point(s) through Company's System, for those Delivery Points where the Receiving Party's annual usage is 5,000 Dekatherms (Dth) or more. Service provided hereunder shall be in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper and the Gas Transportation Terms and Conditions of Company's Gas Transportation Tariff. Firm Capacity and Firm Supply quantities reserved under this rate schedule shall be		TD
designated for Receiving Party(s) at specific Delivery Point(s).  A Local Distribution Company, or LDC, Customer is a customer in the business of distributing and selling gas to retail customers in Colorado that operates a gas pipeline system which is interconnected with and receives gas deliveries from the Company's System. Service under this Schedule is available to an LDC Customer.		N N N N
MONTHLY RATE - FIRM GAS TRANSPORTATION SERVICE CHARGES		N
	\$ 72.00	I
Standard Rate, per Dth	6.75 0.60	I R
(Continued on Sheet No. 30A)		
ADVICE LETTER ISSUE		

NUMBER 811

DECISION NUMBER R11-1134

VICE PRESIDENT, Rates & Regulatory Affairs December 9, 2011

EFFECTIVE DATE January 1, 2012

2<sup>nd</sup> Sub. Eleventh Revised Sheet No. 30A Cancels

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

Tenth Revised Cancels Sheet No. 30A

SCHEDULE TFL  MONTHLY RATE - FIRM GAS TRANSPORTATION SERVICE CHARGES - Cont'd Usage Charge: Applicable to all of Shipper's gas transported by Company up to Contracted Peak Day Quantity Standard Rate, per Dth	RATE
MONTHLY RATE - FIRM GAS TRANSPORTATION SERVICE CHARGES - Cont'd  Usage Charge: Applicable to all of  Shipper's gas transported by Company up to  Contracted Peak Day Quantity  Standard Rate, per Dth  *Minimum Rate, per Dth  Authorized Overrun Transportation Charge, per Dth.  Unauthorized Overrun Transportation Penalty Charge  Standard Rate, per Dth  Minimum Rate, per Dth  *The minimum transportation charge shall be \$.01, excluding the base gas cost, but in no instance will it be less than the variable costs of providing service.  MONTHLY RATE - BACKUP SUPPLY SALES SERVICE CHARGES  Firm Supply Reservation Charge, per Dth.  Backup Supply Sales Charge, per Dth.  Authorized Overrun Sales Charge, per Dth.  Unauthorized Overrun Supply Penalty Charge	_
Usage Charge: Applicable to all of Shipper's gas transported by Company up to Contracted Peak Day Quantity Standard Rate, per Dth	-
the base gas cost, but in no instance will it be less than the variable costs of providing service.  MONTHLY RATE - BACKUP SUPPLY SALES SERVICE CHARGES  Firm Supply Reservation Charge, per Dth	0.1854 0.010 0.1854
Firm Supply Reservation Charge, per Dth  Backup Supply Sales Charge, per Dth  Authorized Overrun Sales Charge, per Dth  Unauthorized Overrun Supply Penalty Charge	
Minimum Rate, per Dth	\$ 0.00 0.1854 0.1854 25.00 0.1854
MONTHLY MINIMUM CHARGES  The Monthly Minimum shall be the sum of a) the Service and Facility Charge(s), b) the Firm Capacity Reservation Charge, and c) the Firm Supply Reservation Charge (if applicable). 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 billing from Company to Shipper.	
GAS RATE ADJUSTMENT  This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.	3
GAS COST ADJUSTMENT  The Transportation Commodity Charge, the Firm Supply Reservation Charge and the Backup Supply Sales Charges are subject to the Gas Cost Adjustment commencing on Sheet No. 50.	
(Continued on Sheet No. 30B)	

ADVICE LETTER NUMBER 811 ISSUE DATE December 9, 2011

DECISION NUMBER R11-1134 VICE PRESIDENT, Rates & Regulatory Affairs DATE January 1, 2012

Twelfth Revised 30B Sheet No. Cancels 30B

P O Roy 840 Denver, CO 80201-0840

Eleventh Revised Sheet No.

RATE

#### NATURAL GAS RATES

### FIRM GAS TRANSPORTATION SERVICE - LARGE

### SCHEDULE TFL

#### FUEL REIMBURSEMENT PERCENTAGE

Shippers receiving Firm Transportation Service include additional gas for Fuel Reimbursement to the quantity of gas delivered to Company. Unless otherwise specified, the Fuel Reimbursement Percentage for Firm Gas Transportation Service is .86 percent. Annually, on or before September the Company will file an advice letter to update the Fuel Reimbursement Percentage to be effective January 1 of the following year. The Fuel Reimbursement Percentage Company's total system fuel and loss quantities adjusted for Company-owned storage, plant fuel and gas shrinkage for the twelve months ending June 30.

### CAPACITY INTERRUPTION OF SERVICE

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

# SUPPLY CURTAILMENT OF SERVICE

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

### FIRM CAPACITY SERVICE

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

(Continued on Sheet No. 30C)

ADVICE LETTER ISSUE 932 September 4, 2018 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** January 1, 2019 Rates & Regulatory Affairs NUMBER DATE

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P.O. Box 840 Denver, CO 80201-0840 Sub. Fourth Revised Sheet No. \_

Sub. Third Revised Cancels Sheet No.

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#### NATURAL GAS RATES

# FIRM GAS TRANSPORTATION SERVICE - LARGE

#### SCHEDULE TFL

#### FIRM CAPACITY SERVICE - Cont'd

Firm Capacity Service will be made available as soon as practicable after Company determines that it has sufficient capacity to provide such service from the Receipt Point(s) to the Delivery Point(s) requested by Shipper, and will be subject to the Supply Curtailment and Capacity Interruption sections of the Gas Transportation Terms and Conditions.

Except for LDC Customers, Shipper shall be responsible to ensure the Peak Day Quantity is sufficient to meet the maximum quantity a Receiving Party will use at its individual Delivery Point(s). If Shipper's Peak Day Quantity at any Delivery Point is overrun by Receiving Party, the Company reserves the right to increase such Peak Day Quantity for the remainder of the term of the Service Agreement, effective the first day of the Month in which the overrun occurs.

Shipper shall submit to Company a written request time Shipper desires to increase its Peak Day Quantity. request will either be approved or denied by Company within sixty (60) days of the receipt thereof. If denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the request acceptable. Firm Capacity Service at the increased Peak Day Quantity will commence when Company notifies Shipper that it has sufficient capacity to transport the increased Peak Day Quantity, subject to the Supply Curtailment and Capacity Interruption Sections of the Gas Transportation Terms and Conditions. The Peak Day Ouantity will be specified in Service Agreement or, if revised, made available to Shipper on Company's Electronic Bulletin Board, and the rate for Firm Capacity Service will be the Firm Capacity Reservation Charge.

Notwithstanding any provision in this section to the contrary, the availability of Firm Capacity Service or any increase in the Peak Day Quantity for any Delivery Point for firm transportation service to an existing LDC Customer 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. 30D)

ADVICE LETTER NUMBER

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VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

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EFFECTIVE DATE

January 1, 2012

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P.O. Box 840 Denver, CO 80201-0840 Sub. Fourth Revised 30D Sheet No. Cancels

Sub. Third Revised 30D Sheet No.

NATURAL GAS RATES

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### FIRM GAS TRANSPORTATION SERVICE-LARGE

#### SCHEDULE TFL

#### FIRM SUPPLY RESERVATION SERVICE

Firm Supply Reservation Service is an option that allows Shippers to pay a reservation charge giving Shipper rights to purchase Backup Supply Sales Service should Shipper's Gas fail. Unless otherwise agreed to by Company, Shippers desiring Firm Supply Reservation Service are required to submit to Company a written Request for Transportation Service between March 1 and April 1 of each year for each Service Agreement which contains the Firm Supply Reservation Quantity that Shipper desires Company to reserve commencing May 1 of the same year. Firm Supply Reservation Quantity shall not be greater than the Peak Day Quantity requested and approved by Company for Firm Capacity Service. Company will review initial or subsequent written Requests for Firm Supply Reservation Service on a first-come, first-serve basis, based upon the date of receipt of the request. The request will either be approved or denied by Company within sixty (60) days of the receipt thereof. If denied, written notification will be provided to detailing the reasons for denial. Increases or decreases in the Firm Supply Reservation Quantity in subsequent requests shall be approved by Company at its sole discretion. will commence Firm Supply Reservation Service as soon as is practicable after it determines that sufficient supplies are available. Firm Supply Reservation Service shall be made available to Shipper for and on behalf of the Receiving Party(s) only.

Shipper, in receiving said Firm Supply Reservation Service, acknowledges that it is acting for the Receiving Party(s) as the Receiving Party(s)' agent. The Firm Supply Reservation Quantity will be specified in the Service Agreement and the rate for Firm Supply Reservation Service will be the Firm Supply Reservation Charge.

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

(Continued on Sheet No. 30E)

ADVICE LETTER

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VICE PRESIDENT,

ISSUE DATE

December 9, 2011

Rates & Regulatory Affairs

**EFFECTIVE** DATE

January 1, 2012

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

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NATURAL GAS RATES

FIRM GAS TRANSPORTATION SERVICE - LARGE

SCHEDULE TFL

#### FIRM SUPPLY RESERVATION SERVICE - Cont'd

Notwithstanding any provision in this section to the contrary, the availability of Firm Supply Reservation Service to an existing LDC Customer 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.

### BACKUP SUPPLY SALES SERVICE

Backup Supply Sales Service is an option available to Shippers that can be used in the event that adequate supplies of Shipper's Gas are not available for receipt by Company. Shippers who purchase Firm Supply Reservation Service have rights to purchase Firm Backup Supply Sales Service up to the Supply Reservation Quantity identified in Shipper's Service Agreement at the Backup Supply Sales Charge. to purchase Firm Backup Supply Sales quantities during a month, Shipper must nominate such quantities in accordance with Company's Nomination Procedures. Quantities sold to Shippers in excess of Shipper's Firm Supply Reservation Quantity will be considered on an interruptible basis.

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

Notwithstanding any provision in this section to the contrary, the availability of Backup Supply Sales Service to an existing LDC Customer 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. 30F)

ADVICE LETTER NUMBER

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VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

December 9, 2011

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P.O. Box 840 Denver, CO 80201-0840 Sub. Fifth Revised 30F Sheet No. Cancels Sub. Fourth Revised 30F

Sheet No. RATE

NATURAL GAS RATES

FIRM GAS TRANSPORTATION SERVICE-LARGE

SCHEDULE TFL

#### AUTHORIZED OVERRUN TRANSPORTATION SERVICE

the event Shipper desires Company to transport Shipper's Gas in excess of the Peak Day Quantity, Company may, sole discretion, provide such Authorized Transportation Service on an interruptible basis, provided Company has sufficient capacity and receives Shipper's Gas at the Receipt Point(s). Company will provide Authorized Overrun Transportation Service in accordance with the Supply Curtailment and Capacity Interruption sections of the Conditions. Authorized Transportation Terms and Overrun Transportation Service will be provided at the Authorized Overrun Transportation Charge. Increases in the Peak Day Quantity will not occur if Company provides Authorized Overrun Transportation Service unless the Peak Day Quantity at Delivery Point is overrun by Receiving Party.

Notwithstanding any provision in this section contrary, the availability of Authorized Overrun Transportation Service to an existing LDC Customer 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.

# UNAUTHORIZED OVERRUN TRANSPORTATION PENALTY SERVICE

In the event Company does not authorize transportation at any Delivery Point in excess of the Peak Day Quantity for that Delivery Point, then all gas delivered to Shipper or Shipper's behalf in excess of the Peak Day Quantity for such including both transportation Delivery Point, and shall be subject to the Unauthorized Overrun Transportation Penalty Charge. Charges shall not be less than the minimum Unauthorized Overrun Transportation Penalty Charge or more than the Standard Unauthorized Overrun Transportation Penalty Charge. Unauthorized Overrun Transportation Penalty Charges shall not be assessed if the aggregate total of the individual overrun quantities for each exhibit under Shipper's Service Agreement which is in effect at the time the overrun occurs are five (5) Dth or less. In the case of use of gas during periods of Supply Curtailment, Capacity Interruption or Operational Flow Order(s), Company shall have the right to charge Shipper the Standard Unauthorized Overrun Transportation Penalty Charge. In determining the level of the Unauthorized Overrun Transportation Penalty Charge, Company shall charge all Shippers similar charges in all overrun cases, whether or not they occur on the same day, providing that the circumstances surrounding the overrun are similar.

(Continued on Sheet No. 30G)

ADVICE LETTER NUMBER

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Sub. Fourth Revised 30G Sheet No. RATE

NATURAL GAS RATES

### FIRM GAS TRANSPORTATION SERVICE-LARGE

#### SCHEDULE TFL

### UNAUTHORIZED OVERRUN TRANSPORTATION PENALTY SERVICE - Cont'd

Notwithstanding any provision in this section to the availability the of Unauthorized Transportation Penalty Service to an existing LDC Customer 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.

### AUTHORIZED OVERRUN SALES SERVICE

Shipper's supply of natural gas should fail whatever reason, and Shipper has contracted for Firm Supply Reservation Service and desires to purchase gas from Company in excess of Shipper's Firm Supply Reservation Quantity Company may, at its sole discretion, provide Authorized Overrun Sales Service on an interruptible basis. This service will be provided at the Authorized Overrun Sales Charge.

Notwithstanding any provision in this section to contrary, the availability of Authorized Overrun Sales Service to an existing LDC Customer 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.

### UNAUTHORIZED OVERRUN SUPPLY PENALTY SERVICE

In the event Company does not authorize the sale of Backup Supply sales gas which exceeds the Shipper's Firm Supply Reservation Quantity, then all such quantities delivered to Shipper for and on behalf of Receiving Party in excess of Shippers Firm Supply Reservation Quantity shall be considered Unauthorized Sales Gas. If on any Day Shipper's supply of natural gas should fail for whatever reason or is otherwise inadequate to supply actual usage of Shipper's Receiving Party(s), and Shipper desires to use Backup Supply sales gas, then Shipper shall nominate in accordance with Company's Nomination Procedures and Company will provide interruptible supplies at the Backup Supply Sales Charge to Shipper, If Shipper uses more than the quantity authorized available. by Company, or if such supplies are not available and the Receiving Party continues to use gas during the period of such failure, then Shipper will be required to pay Company the Unauthorized Overrun Supply Penalty Charge, in addition to the Backup Supply Sales Charge, for all gas used during such period in excess of the quantities authorized.

(Continued on Sheet No. 30H)

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Sheet No. RATE

NATURAL GAS RATES

FIRM GAS TRANSPORTATION SERVICE-LARGE

SCHEDULE TFL

### UNAUTHORIZED OVERRUN SUPPLY PENALTY SERVICE - Cont'd

of use of Unauthorized Sales Gas during Curtailment, Interruption Supply Capacity Operational Flow Order, Company shall have the right to charge Shipper the Standard Unauthorized Overrun Supply Penalty Charge for all such quantities delivered in excess of Shipper's Firm Supply Reservation Ouantity. Charges shall not be less than the minimum Unauthorized Overrun Supply Penalty Charge or more than the Standard Unauthorized Overrun Supply Penalty Charge. Unauthorized Overrun Supply Penalty Charges shall not assessed if the aggregate total of the individual overrun quantities for each exhibit under Shipper's Service Agreement which is in effect at the time the overrun occurs are five (5) Dth or less.

In determining the level of the Unauthorized Overrun Penalty Charge, Company shall charge all similar charges in all overrun cases, whether or not they occur on the same day, providing that the circumstances surrounding the overrun are similar.

Notwithstanding any provision in this section to the the availability of Unauthorized Overrun Supply Penalty Service to an existing LDC Customer 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.

### COMMUNICATION LINE INSTALLATION AND MAINTENANCE

Except as otherwise provided below, Shipper shall responsible for installation and maintenance costs associated compatible communication equipment with Company's communication equipment required by Company for electronic reporting of measurement data. Shipper shall provide such communication equipment prior to initiation of transportation service by Company. Shipper shall coordinate installation of communication equipment with Company. 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 the Company requires that the LDC customer install communication equipment in order for the Company to determine if the Company has adequate capacity to serve. Company shall be responsible for installation and maintenance costs associated with advanced communication equipment required for operational and billing purposes.

(Continued on Sheet No. 30I)

ADVICE LETTER NUMBER

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VICE PRESIDENT, Rates & Regulatory Affairs

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December 9, 2011

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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE-LARGE	
SCHEDULE TFL	
COMMUNICATION LINE INSTALLATION AND MAINTENANCE - Cont'd  Receiving Party 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.	
Shipper or Receiving Party will notify Company in advance of any planned outages. In the event the communication line is out of service for a period of more than two (2) days, and Company	
determines that such out of service condition is the result of a communication line failure, Company shall notify Shipper in	
writing that the communication line is inoperative and Shipper shall take the necessary measures to ensure the communication line is reactivated and operational within a two (2) week	
correction period identified by Company in its notification letter. The grant of the two (2) week correction period does	
not waive the tariff provision under an Operational Flow Order. During the period from the date when the phone line became	
inoperative to the end of the two-week correction period specified in Company's notification letter to Shipper, Shipper shall be responsible for making transportation nominations on	
behalf of the Receiving Party to Company in accordance with Company's nomination procedures.	
If, following the two (2) week correction period 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.

Consumption during the period the communication line was inoperative will be prorated on a daily basis. communication line is not made operative within the period designated in the notification, Company shall treat all gas delivered subsequent to the two (2) week correction period specified by the Company in its written notification and ending on the date customer's communication line is operative as sales and Company shall no longer accept transportation nominations for that receiving party. Such quantities may be sold to Shipper at Company's Back Up Supply Sales Charge, in addition to Unauthorized Overrun Supply Penalty Charges which may be charged during an Operational Flow Order, Interruption or Curtailment.

(Continued on Sheet No. 30J)

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

P.O. Box 840 Denver, CO 80201-0840 Sub. First Revised Sheet No. 30J

2nd Sub. Original Cancels Sheet No. 30J

NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - LARGE	

### SCHEDULE TFL

#### TERMINATION

In the event that Shipper or Receiving Party gives thirty (30) days written notice of its intention to cancel Firm Gas Transportation Service for any or all Delivery Points prior to the end of the Contract Period or any subsequent Contract Period, as provided for in said Service Agreement, Shipper shall be obligated to pay Company a termination charge equal to the Firm Capacity Reservation Charge and the Firm Supply Reservation Charge, if applicable, multiplied by the Peak Day Quantity and Firm Supply Reservation Quantity respectively, as described in the Service Agreement, for every month remaining Company may agree to a notice period in any Contract Period. of less than 30 days if it determines that sufficient time to effectuate the necessary changes has been provided. extent that the Receiving Party subscribes to Company's firm sales service or firm transportation service under a different Service Agreement in place of such terminated service, termination charge will not apply.

If Firm Supply Reservation Service has not been purchased for Receiving Party under Shipper's Firm Gas Transportation Service Agreement for a quantity equal to Receiving Party's Peak Day Quantity, then conversion to firm sales shall be contingent upon Company's determination that firm supply is available for sale to Receiving Party. In addition, all costs incurred by Company relating to any specific facility charges specified in Service Agreement shall become immediately due and payable to Company. All such conversions from firm transportation to sales service shall be effective at the beginning of a Month.

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 terms and conditions of Company's Gas Transportation tariff.

Notwithstanding any provision in this section to the contrary, any termination of firm gas transportation service or conversion to firm sales service by an existing LDC Customer 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. 30K)

ADVICE LETTER NUMBER 811 ISSUE DATE December 9, 2011

DECISION NUMBER R11-1134 VICE PRESIDENT, Rates & Regulatory Affairs DATE January 1, 2012

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P O Roy 840 Denver, CO 80201-0840 Sub. First Revised 30K Sheet No. Cancels Sub. Original 30K Sheet No.

RATE NATURAL GAS RATES

FIRM GAS TRANSPORTATION SERVICE - LARGE

#### SCHEDULE TFL

#### CONTRACT PERIOD

Firm Supply Service shall commence upon requested by Shipper and approved by Company. Unless otherwise mutually agreed, Firm Supply Service shall continue through the end of the current Contract Year, and from year to year thereafter, until terminated as of the end of any Contract Year upon a minimum of thirty (30) days written notice provided by either party to the other. Company reserves the right to commence Firm Supply Service only when sufficient supplies are available.

Firm Capacity Service shall commence upon the date specified in the Service Agreement. Unless otherwise mutually agreed, Firm Capacity Service shall continue through the end of the current Contract Year, and from year to year thereafter, until terminated as of the end of any Contract Year upon a minimum of thirty (30) days written notice provided by either to the other. Company will commence Firm Gas Transportation Service as soon as is practicable as long as sufficient capacity is available.

## PEAK DAY QUANTITY

The PDQ shall be established at a level intended to represent no less than the customer's actual daily usage at each delivery point. Where actual peak daily meter data is not available, the Company shall use the customer's annual consumption to estimate the PDQ. The Company shall reset Customer's PDQ effective May 1 of each year based on the highest usage for any day occurring during the previous three years (May 1 through April 30).

In the event that Receiving Party reduces its usage behind any Delivery Point, such Receiving Party may request in writing that Company consider a reduction in the PDQ applicable to such Delivery Point. Upon receipt of any such request, Company may either grant a reset of the previously-established PDQ under Schedule TFL or authorize the Receiving Party's service eligibility under Schedule TFS for the following situations only:

1. The Company determines in its sole discretion that Receiving Party has physically and permanently removed gas consuming appliances or equipment as physically verified by Company that results in a reduction in PDO, in which case, Company shall determine the appropriate PDQ.

(Continued on Sheet No. 30L)

ADVICE LETTER 811 NUMBER

DECISION R11-1134 NUMBER

VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE December 9, 2011 DATE

**EFFECTIVE** January 1, 2012 DATE

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## **PUBLIC SERVICE COMPANY OF COLORADO**

**DECISION** 

NUMBER

R11-1134

NATURAL GAS RATES  FIRM GAS TRANSPORTATION SERVICE - LARGE	RATE
FIRM GAS TRANSPORTATION SERVICE - LARGE	
SCHEDULE TFL	
PEAK DAY QUANTITY - Cont'd	
2. The Company determines in its sole discretic Receiving Party has physically and permanently gas consuming appliances or equipment as phy verified by Company that results in a reduction in which case, Company shall determine the apprance.	removed rsically in PDQ,
3. Company determines in its sole discretion Receiving Party has installed Gas Dema Management equipment as a part of a Company-space Gas Demand-Side Management program that result reduction in PDQ, in which case, Company determine the appropriate PDQ.	and-Side consored cs in a
4. Company determines in its sole discretion Receiving Party used substantial amounts of gas an unforeseen force majeure event such that the gas consuming devices are used to mitigate such and that such devices are not required for permanent service requirement and further Receiving Party will continue to use gas quantity to the PDQ.	due to emporary h event for any that
RULES AND REGULATIONS	
Service supplied under this schedule is subject terms and conditions set forth in the Company's Rul Regulations on file with The Public Utilities Commission State of Colorado and the following special conditions:  1. Customer may be required to install an a pulsation chamber ahead of a gas engine.  2. For service to gas engine driven irrigation purpoint of delivery and location of meter shadetermined by Company. Except in unusual situation point and meter location shall be customer's property line nearest the Company's of natural gas. All piping beyond the Point and meter location shall gas.	les and n of the adequate amps the nall be nations, at the source
Delivery shall be installed, owned and mainta customer.  ADVICE LETTER 2.1. ISSUE	

VICE PRESIDENT,

Rates & Regulatory Affairs

**EFFECTIVE** 

DATE

January 1, 2012

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

**DECISION** 

NUMBER

R11-1134

Sub. Eighth Revised Sheet No. 31

Seventh Revised Cancels Sheet No. 31

NATURAL GAS RATES	RATE	
INTERRUPTIBLE GAS TRANSPORTATION SERVICE		
SCHEDULE TI		
APPLICABILITY Applicable to Shippers having acquired by separate agreement supplies of natural gas (Shipper's Gas) and satisfied the Conditions of Gas Transportation Service, as set forth in the Gas Transportation Terms and Conditions, where Company has available interruptible System capacity in excess of that presently required for service to existing firm gas sales Customers and Firm Transportation Shippers. Service 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, and the requirements of the Interruptible Gas Transportation Terms and Conditions of Company's Gas Transportation Tariff.  A Local Distribution Company, or LDC, Customer is a customer in the business of distributing and selling gas to retail customers in Colorado that operates a gas pipeline system which is interconnected with and receives gas deliveries from the Company's System.  MONTHLY RATE - INTERRUPTIBLE GAS TRANSPORTATION SERVICE		NNNN
Usage Charge: Applicable to all of Shipper's gas transported by Company up to	\$ 72.00	R
Contracted Maximum Daily Transportation Quantity Standard Rate, per Dth  *Minimum Rate, per Dth  Authorized Overrun Transportation Charge, per Dth Unauthorized Overrun Transportation Penalty Charge Standard Rate, per Dth  Minimum Rate, per Dth	0.3072 0.010 0.3072 25.00 0.3072	R R
*The minimum transportation charge shall be \$.01, excluding the base gas cost, but in no instance will it be less than the variable costs of providing service.		
(Continued on Sheet No. 31A)		
ADVICE LETTER ISSUE NUMBER 811 DATE DEC	ember 9, 2011	L

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Rates & Regulatory Affairs

**EFFECTIVE** 

DATE

January 1, 2012

Eighteenth Revised Sheet No. 31A

Cancels 217

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NATUI	RAL GAS RATES		RATE
INTERRUPTIBLE GAS	TRANSPORTATION SERVICE		
MONTHLY RATE - BACKUP SUPPLY S On-Peak Demand Charge, p Backup Supply Sales Char Unauthorized Overrun Sup Standard Rate, per	per Dthge, per Dth		6.75 0.1854 25.00 0.1854
Service and Facility Charge (Charge (if applicable).  In the event that Compayments including but not payments, sales taxes, occupates of the transportation of the compayments.		nd ny or a er	
commencing on Sheet No. 40.  GAS COST ADJUSTMENT  The Transportation Commo	bject to the Gas Rate Adjustmen odity Charge, the On-Peak Dema Sales Charges are subject to t g on Sheet No. 50.	nd	
shall include additional gas quantity of gas delivered specified, the Fuel Reimburser Transportation Service is .86 September 1, the Company will the Fuel Reimbursement Percent the following year. The Fuel Company's total system fuel a	rruptible Transportation Servi for Fuel Reimbursement to t to Company. Unless otherwiment Percentage for Interruptib percent. Annually, on or befo file an advice letter to updatage to be effective January 1 Reimbursement Percentage is tand loss quantities adjusted fuel and gas shrinkage for t	he se le re te of he or	
availability of System capaci Company, in its sole judgment Capacity is unavailable, then Capacity Interruption of trans	hereunder is subject ty in Company's System. Shou , determine that adequate Syst Shipper is subject to immedia	em	

ADVICE LETTER
NUMBER 932

DECISION
NUMBER VICE PRESIDENT,
NUMBER Rates & Regulatory Affairs

September 4, 2018

FFECTIVE DATE January 1, 2019

2<sup>nd</sup> Sub. Second Revised Sheet No. 31B Cancels

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

First Revised Sheet No. 31B

RATE NATURAL GAS RATES

#### INTERRUPTIBLE GAS TRANSPORTATION SERVICE

#### SCHEDULE TI

#### SUPPLY CURTAILMENT OF SERVICE

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

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

#### BACKUP SUPPLY SALES SERVICE

Backup Supply Sales Service is an option available to Shippers that can be used in the event that adequate supplies of Shipper's Gas are not available for receipt by Company. the event that adequate supplies of Shipper's Gas are not available for receipt by Company, Company shall sell to and Shipper shall purchase from Company at the Backup Supply Sales Charge, those quantities nominated by Shipper in accordance with Company's Nomination Procedures and authorized for sale If Backup Supply Sales Service is unavailable from Company, the Receiving Party shall discontinue use of any gas quantities in excess of those available from Shipper. Consumption of any gas quantities not authorized by Company in excess of those available from Shipper shall be billed to Shipper under the provisions of the Unauthorized Overrun Supply Penalty Service section of this rate schedule.

#### AUTHORIZED OVERRUN TRANSPORTATION SERVICE

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

(Continued on Sheet No. 31C)

ADVICE LETTER ISSUE 567 July 31, 2000 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** C00-801 August 1, 2000 NUMBER Rates & Regulatory Affairs DATE

2<sup>nd</sup> Sub. Third Revised Sheet No. 31C Cancels 31C

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

Second Revised Sheet No.

RATE NATURAL GAS RATES

## INTERRUPTIBLE GAS TRANSPORTATION SERVICE

#### SCHEDULE TI

## UNAUTHORIZED OVERRUN TRANSPORTATION PENALTY SERVICE

In the event Company does not authorize transportation in excess of the Maximum Daily Transportation Quantity or interrupts transportation service due to the lack of System capacity, and Shipper's Gas was available for transportation, then all gas used at each Delivery Point under Shipper's Agreement in excess of the Maximum Transportation Quantity or during the period of capacity interruption shall be subject to the Unauthorized Overrun Transportation Penalty Charge. In the case of use of gas during periods of Capacity Interruption, or Operational Flow Order, Company shall have the right to charge Shipper the Standard Unauthorized Transportation Penalty Charge. shall not be less than the minimum Unauthorized Transportation Penalty Charge or more than the Standard Unauthorized Overrun Transportation Penalty Unauthorized Overrun Transportation Penalty Charges shall not be assessed if the aggregate total of the individual overrun quantities for each exhibit under Shipper's Service Agreement which is in effect at the time the overrun occurs are five (5) Dth or less. In determining the level of the Unauthorized Overrun Transportation Penalty Charge, Company shall charge all Shippers similar charges in all overrun cases, whether or not they occur on the same day, providing circumstances surrounding the overrun are similar.

#### UNAUTHORIZED OVERRUN SUPPLY PENALTY SERVICE

Should Company interrupt transportation service due to lack of System capacity, and Shipper's Gas was not available for transportation, then all interruptible gas used during the period of capacity interruption shall be at the Unauthorized Overrun Penalty Charge in addition to the Backup Supply Sales Charge. If at any time Shipper's supply of natural gas should fail for whatever reason or is otherwise inadequate to supply actual usage of the Receiving Party(s), then Shipper shall nominate Backup Supplies in accordance with Company's Nomination Procedures and Company will provide to Shipper interruptible supplies at the Backup Supply Sales Charge, if available. If Shipper uses more than the quantity authorized by the Company or if Backup Supply Sales Service is unavailable from Company and Receiving Party continues to use then Shipper will be required to pay Company Unauthorized Overrun Supply Penalty Charge in addition to the Backup Supply Sales Charge for all gas used during such period in excess of the quantities authorized.

(Continued on Sheet No. 31D)

ADVICE LETTER ISSUE 567 July 31, 2000 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** C00-801 August 1, 2000 NUMBER Rates & Regulatory Affairs DATE

P.O. Box 840 Denver, CO 80201-0840 Sub. Fourth Revised Sheet No. 31D

2<sup>nd</sup> Sub. Third Revised

Cancels Sheet No. 31D

RATE

NATURAL GAS RATES

INTERRUPTIBLE GAS TRANSPORTATION SERVICE

#### SCHEDULE TI

#### UNAUTHORIZED OVERRUN SUPPLY PENALTY SERVICE - Cont'd

the case of use of Unauthorized Sales Gas during Supply Curtailment, Capacity Interruption Operational Flow Order, Company shall have the right to charge Shipper the Standard Unauthorized Overrun Penalty Charge. Charges shall not be less than the minimum Unauthorized Overrun Penalty Charge or more than the Standard Unauthorized Overrun Penalty Charge. Unauthorized Overrun Penalty Charges shall not be assessed if the aggregate total of the individual overrun quantities for each exhibit under Shipper's Service Agreement which is in effect at the time the overrun occurs are five (5) Dth or less. In determining the level of the Unauthorized Overrun Penalty Charge, Company shall charge all Shippers similar charges in all overrun cases, whether or not they occur on the same day, providing that the circumstances surrounding the overrun are similar.

#### TERMINATION

In the event that Shipper or Receiving Party gives thirty written notice of its intention to Interruptible Gas Transportation Service for any or Delivery Points prior to the end of the Contract Period or any subsequent Contract Period, as provided for in said Service Agreement, all costs incurred by Company relating to any specific facility charges specified in Service Agreement shall become immediately due and payable to Company upon such Company may agree to a notice period of less termination. than 30 days if it determines that sufficient time effectuate the necessary changes has been provided. Conversions from interruptible transportation to firm sales service shall be subject to Company's determination that sufficient supply is available for sale to Receiving Party and shall be effective at the beginning of a Month.

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 terms and conditions of Company's Gas Transportation tariff.

(Continued on Sheet No. 31E)

ADVICE LETTER NUMBER

DECISION

NUMBER

688

R06-1261

VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

November 29, 2006

EFFECTIVE DATE

December 1, 2006

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P.O. Box 840 Denver, CO 80201-0840 Sub. Second Revised 31E Sheet No. Cancels 2<sup>nd</sup> Sub. First Revised 31E Sheet No.

RATE NATURAL GAS RATES

## INTERRUPTIBLE GAS TRANSPORTATION SERVICE

## SCHEDULE TI

#### CONTRACT PERIOD

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

#### ON-PEAK GAS

Shippers have the option to contract, on behalf of a Receiving Party, those minor amounts of firm sales gas that not subject to Supply Curtailment or Capacity Interruption. Such gas is normally supplied for the pilots of other such consuming appliances and minor Commitments for On-Peak Service shall be at the option of Company, dependent upon the sufficiency of pipeline and System capacity with respect to the requirements of Company's other firm gas sales Customers and firm Shippers. The maximum daily quantity of On-Peak gas to be supplied to each Receiving Party shall be specified in the Service Agreement between Shipper and Company and shall in no event exceed 25 dekatherms for any Delivery Point.

#### ADVANCE NOTIFICATION

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

(Continued on Sheet No. 31F)

ADVICE LETTER

**DECISION** 

NUMBER

VICE PRESIDENT. Rates & Regulatory Affairs

ISSUE DATE

November 29, 2006

SC

**EFFECTIVE** DATE

December 1, 2006

NUMBER

R06-1261

P.O. Box 840 Denver, CO 80201-0840 Sub. Second Revised 31F Sheet No. Cancels Sub. First Revised 31F

Sheet No.

RATE NATURAL GAS RATES

INTERRUPTIBLE GAS TRANSPORTATION SERVICE

#### SCHEDULE TI

#### COMMUNICATION LINE INSTALLATION AND MAINTENANCE

Except as otherwise provided below, Shipper shall be responsible for installation and maintenance costs associated communication equipment compatible with Company's communication equipment if such equipment is required by Company for electronic reporting of gas measurement data. Shipper shall provide such communication equipment prior to initiation of transportation service by Company. shall coordinate installation of the communication equipment with Company. 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 the Company requires that the LDC Customer install communications equipment in order for the Company to determine if the Company has adequate capacity to Company shall be responsible for installation and costs associated with advanced communication maintenance equipment required for operational and billing purposes.

Shipper will provide and maintain dedicated а communication line to the meter via conduit that is compatible with Company's electronic device, suitable underground cable, or properly mounted outdoor grade wire of sufficient length to extend to the meter index, plus an additional five feet for wiring of the instruments prior to initiation of service by Communication wire installation will be subject to the National Electric Safety Code Requirement. Shipper shall installation of the communication coordinate line Company must be able to dial directly into the Company. instrument, and the instrument must be able to dial out to the Company when in alarm condition without any potential interruption from internal customer communications equipment, such as Fax Machines, Shared Switching devices, voice mail or computer modems.

(Continued on Sheet No. 31G)

ADVICE LETTER

811 NUMBER

DECISION R11-1134 NUMBER

VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

December 9, 2011

**EFFECTIVE** DATE

January 1, 2012

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P.O. Box 840 Denver, CO 80201-0840 Sub. First Revised 31G Sheet No. Cancels

Sub. Original 31G Sheet No.

**NATURAL GAS RATES** 

RATE

## INTERRUPTIBLE GAS TRANSPORTATION SERVICE

#### SCHEDULE TI

## COMMUNICATION LINE INSTALLATION AND MAINTENANCE - Cont'd

Receiving Party will maintain the communication line in good working order and cause any interruption in service over the communication line to be repaired as soon as possible. Shipper or Receiving Party will notify Company in advance of any planned outages. In the event the communication line is out of service for a period of more than two (2) days, and Company determines that such out of service condition is the result of a communication line failure, Company shall notify Shipper in writing that the communication line is inoperative and Shipper shall take the necessary measures to ensure the communication line is reactivated and operational within a two week correction period identified by Company notification letter. The grant of the two (2) week correction does not waive the tariff provision under Operational Flow Order. During the period from the date when the phone line became inoperative to the end of the two-week correction period specified in Company's notification letter shall Shipper, Shipper be responsible for transportation nominations on behalf of the Receiving Party to Company in accordance with Company's nomination procedures.

If, following the two (2) week correction period, Company is required to make site trip(s), in addition to the initial trip made by Company to confirm the communication line outage the final trip synchronize the meter to communication line, Company shall charge Shipper for Charges and other related charges that may be applicable as provided under the Schedule of Charges for Rendering Service in Company's tariff.

Consumption during the period the communication line was inoperative will be prorated on a daily basis. communication line is not made operative within the period designated in the notification, Company shall treat all gas delivered subsequent to the two (2) week correction period specified by the Company in its written notification and ending on the date customer's communication line is operative sales and Company shall longer gas, no transportation nominations for that receiving party. quantities may be sold to Shipper at Company's Back Up Supply Sales Charge, in addition to Unauthorized Overrun Penalty Charges which may be charged during an Operational Flow Order, Interruption or Curtailment.

ADVICE LETTER NUMBER

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NUMBER

811

R11-1134

VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE

December 9, 2011

**EFFECTIVE** DATE

January 1, 2012

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First Revised Sheet No. 32

Original Cancels Sheet No. 32

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

NATURAL GAS RATES RATE

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 Schedule TF that elect to use the Company's Chalk Bluffs Station as a Primary or Secondary Receipt Point 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 Station to the Fort St. Vrain Interconnection Point. Shippers desiring service hereunder shall be billed the Firm Capacity Reservation Surcharge as set forth below for all gas transported by Company through the Front Range Pipeline as a Primary Receipt Point. Shippers desiring to utilize the Front Range Pipeline to transport gas in excess of the contracted Primary Receipt Point Capacity or to utilize the Front Range Pipeline as a Secondary Receipt Point shall be billed the Secondary Transportation Commodity Authorized Overrun or 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 Transportation Service Agreement between Company Shipper, and the applicable requirements of the Firm Transportation Service Schedule TF provisions and the Gas Transportation Terms and Conditions of the Company's Gas Transportation Tariff.

## 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 Gas Transportation Service - Schedule TF.

(Continued on Sheet No. 32A)

ADVICE LETTER NUMBER 539 SISSUE DATE AUGUST 19, 1998

DECISION VICE PRESIDENT, Rates & Regulatory Affairs September 19, 1998

Fourth Revised Sheet No. 32A

Third Revised Cancels Sheet No. 32A

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

Denver, CO 80201-0840		Cancels Sheet No.	32A	_
	NATURAL GAS RATES		RATE	
FRONT RA	NGE PIPELINE FIRM GAS TRANSPORTATION SERVICE			
	SCHEDULE TF-FRP SURCHARGE			
MONTHLY RATE Cont'd	- FIRM GAS TRANSPORTATION SERVICE SURCHARGES -			
capacity	pacity Reservation Surcharge for each Dth o contracted at the Chalk Bluffs Station as Receipt Point, per Dth		\$0.273	R
to all o	Transportation Commodity Surcharge: Applicable Shipper's Gas transported by Company utilizing the Range Pipeline up to the Contracted Primar Point Capacity	g		
	Standard Rate, per Dth	•	\$0.000	
to all o	y Transportation Commodity Surcharge: Applicabl of Shipper's Gas transported by Company utilizin k Bluffs Station as a Secondary Receipt Point			
	Standard Rate, per Dth		0.024 0.010	R
Applicab Company	ed Overrun Transportation Commodity Surcharge le to all of Shipper's Gas transported b utilizing the Chalk Bluffs Station which is i of the Contracted Primary Receipt Point Capacity	y n		
	Standard Rate, per Dth		0.024 0.010	R
Transpor Overrun forth f Bulletin	Transportation Service Surcharge shall be as set rom time-to-time on the Company's Electroni Board for such service, and such surcharge	d c		
shall no	t exceed the Standard Rate as set forth above.			
	(Continued on Sheet No. 32B)			

ADVICE LETTER NUMBER 888 ISSUE DATE November 2, 2015

DECISION NUMBER Rates & Regulatory Affairs DATE December 3, 2015

	Original	Sheet No	32B
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No. —	

NATURAL GAS RATES RATE

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FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE

#### SCHEDULE TF-FRP SURCHARGE

#### MONTHLY MINIMUM CHARGES

The Monthly Minimum for all Firm 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 Station Primary Receipt Point, or utilize the Chalk Bluffs Station as a Secondary Receipt Point, Company may, at sole discretion, provide such Authorized its 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). will provide Authorized Overrun Transportation Service accordance with Supply Curtailment and the Capacity Interruption sections of the Gas Transportation Terms and Conditions.

# INITIAL ALLOCATION OF FRONT RANGE PIPELINE PRIMARY RECEIPT POINT CAPACITY

Shippers desiring to utilize the Chalk Bluffs Station as a Primary Receipt Point shall submit a request to Company, in writing, pursuant to the Gas Transportation Terms and Conditions. Such requests will be date-stamped upon receipt 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 the Priority of Service section of the Gas Transportation Terms and Conditions, with the exception that firm Shippers utilizing the Chalk Bluffs Station as a Secondary Receipt Point shall have the same priority of service as those Shippers receiving interruptible transportation service at the Chalk Bluffs Station Receipt Point.

(Continued on Sheet No. 32C)

ADVICE LETTER NUMBER	539		ISSUE DATE	August 19, 1998
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	September 19, 1998

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	Original	Sheet No	32C
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P.O. Box 840 Denver, CO 80201-0840	Can She	cels et No
NATURAL GAS	RATES	RATE
FRONT RANGE PIPELINE FIRM GAS	TRANSPORTATION SERVICE	
SCHEDULE TF-FRP	SURCHARGE	
TERM FOR USE OF CHALK BLUFFS STA	ATION AS A PRIMARY RECEIPT	
Service hereunder shall initial a monthly basis during the period winter-only basis as set forth the commencing or about November 1, monthly service during the months shall continue from month-to-month (4) business days' written notice to of any monthly term, requesting a in lieu of the Chalk Bluffs Station. Shippers shall also be allowed at the Chalk Bluffs Station as a winter-only term. The winter-only months of November through March, at the Chalk Bluffs Station as a Protein period will be based on the form	d April through October, a herein, or an annual basis 1998. Shippers requesting s of April through October until terminated upon four to Company, prior to the end new Primary Receipt Point, a Primary Receipt Point. Led to contract for capacity Primary Receipt Point for a ly term will encompass the and the term for capacity at rimary Receipt Point during	
If service commences in:	The term is:	
November December January February March	5 months 4 months 3 months 2 months 1 month	
Shippers requesting annual s year-to-year until terminated upor notice to Company, prior to the requesting a new Primary Receipt Bluffs Station Primary Receipt Poin	n thirty (30) days' written e end of any annual term, Point in lieu of the Chalk	
TERMINATION CHARGE In the event Shipper gives	thirty (30) days' written	
notice of its intention to cance Primary Receipt Point effective primary Receipt Point effective primary receipt Point effective primary attention charge equal to the Surcharge multiplied by the capacing Bluffs Station and the number of maintaining the Chalk Bluffs Station and Point Point Receipt Point Receip	el service hereunder as a ior to the end of any annual be obligated to pay Company Firm Capacity Reservation ity contracted at the Chalk nonths remaining in the term	

ADVICE LETTER NUMBER	539		ISSUE DATE	August 19, 1998
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	September 19, 1998

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Fourth Revised Sheet No. 33

Znd Sub. Third Revised Sheet No. 33

Cancels Sheet No. 33

NATURAL GAS RATES	RATE
FRONT RANGE PIPELINE INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI-FRP SURCHARGE	
APPLICABILITY  Applicable to Shippers requesting interruptible gas transportation service utilizing the Company's Front Range Pipeline, including (1) existing Shippers served under the Company's Interruptible Gas Transportation Service Schedule TI that elect to use the Company's Chalk Bluffs Station 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. The Company's Front Range Pipeline extends south from the Company's Chalk Bluffs Station to the Fort St. Vrain 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 Range Pipeline, and shall be in accordance with the Interruptible Gas Transportation Service between Company and Shipper, and the applicable requirements of the Interruptible Gas Transportation Service Schedule TI provisions and the Gas Transportation Terms and Conditions of the Company's Gas Transportation Terms and Conditions of	
MONTHLY RATE - INTERRUPTIBLE GAS TRANSPORTATION SERVICE  SURCHARGES  The following charges shall be in addition to those charges applicable for service under the Company's Interruptible Gas Transportation Service - Schedule TI.	
Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing the Front Range Pipeline up to the Contracted Maximum Daily Transportation Quantity	
Standard Rate, per Dth	
Unless otherwise agreed to by Company, the 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)	
DVICE LETTER ISSUE	

ADVICE LETTER NUMBER 888 ISSUE DATE November 2, 2015

DECISION NUMBER Rates & Regulatory Affairs DATE December 3, 2015

## COLO. PUC No. 6 Gas

33A

Original

## **PUBLIC SERVICE COMPANY OF COLORADO**

	Original	Sheet No.	33A
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No.	
NATURAL GAS RATES			RATE
FRONT RANGE PIPELINE INTERRUPTIBLE GAS	TRANSPORTATION SERVIC	E	
SCHEDULE TI-FRP SURC	HARGE		
MONTHLY MINIMUM CHARGES  There shall be no Monthly Minimum that Company is required to make any not limited to franchise fees or poccupancy taxes or the like, as a resul service being rendered to Shipper by will be included in billings from Company	payments including be payments, sales taxed to f the transportation Company, these charge	out s, on	
PRIORITY OF SERVICE  Priority of service shall be as spot Service section of the Gas Trace Conditions, with the exception the interruptible transportation service Station Receipt Point shall have the stas firm Shippers utilizing the Chalk Secondary Receipt Point.	insportation Terms a at Shippers receivi at the Chalk Bluf ame priority of servi	nd ng fs ce	
TERM FOR USE OF THE CHALK BLUFFS STATION Service hereunder shall initially on or about November 1, 1998. Shipper the Chalk Bluffs Station may contract service on a daily basis.	be available commenci r requesting service	at	

**DECISION** VICE PRESIDENT, NUMBER Rates & Regulatory Affairs DATE

EFFECTIVE

September 19, 1998

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

Sheet No. 34

First Revised Cancels Sheet No. 34

#### NATURAL GAS RATES

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

## Availability

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) during the federal fiscal year (Program Year). Further, such customers must agree to be placed on the Company's Average Monthly Payment Plan (AMPP) and must also agree to a payment schedule as described below to be considered a Qualified Customer. 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 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. A Qualified Customer's payment schedule shall include both payment of their current month's bill after inclusion of the affordability bill credit, and 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 and three percent (3%) of the Qualified Customer's annual household income as provided by the Colorado Department of Human Services, Division of Low Income Energy Assistance to Company. bill credit is a Program cost that will be included in the Tracker Account. Any LEAP benefit shall not be considered in the calculation of the PIPP affordability credit. Any LEAP benefit shall be applied to that portion of the Qualified Customer's full annual bill that exceeds the Qualified Customer's affordable percentage of income payment. Any LEAP benefit not applied to the Qualified Customer's current bill will be applied to a Qualified Customer's arrears. No portion of any LEAP benefit provided to a Qualified Customer may be applied to the account of a customer other than the Qualified Customer to whom the LEAP benefit was rendered.

(Continued on Sheet No. 34A)

ADVICE LETTER 822

DECISION C12-0691

NUMBER

VICE PRESIDENT, Rates & Regulatory Affairs

VICE PRESIDENT, DATE

DATE

June 28, 2012

July 1, 2012

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

First Revised
Original
Cancels
Sheet No. 34A

#### NATURAL GAS RATES

## GAS AFFORDABILITY PROGRAM ("GAP")

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

### Affordability Options - Cont'd

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 three percent (3%) of income required by the PIPP Affordability option. The SBD option is offered to customers meeting at least one of the following criteria:

1) A household income at or below one hundred and eighty-five percent (185%) of the current federal poverty level (FPL), or

2) A household income at or below the percent of the FPL for the current Program Year set by the Colorado Department of Human Services, Division of Low-income Energy Assistance for eligibility in the LEAP program.

LEAP Benefits may not be considered in the calculation of the SBD affordability credit. Any LEAP benefit not applied to a Qualified Customer's current bill will be applied to a Qualified Customer's arrears. This SBD bill credit is a Program cost that will be included in 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 and must re-verify their income every four months to continue in the Program. In the event that a Qualified Customer fails to re-verify their income they shall be suspended from the Program until the earlier of the date that the Company receives a reverification or the expiration of the Program Year. If a reverification is not received before the expiration of the Program Year the Qualified Customer will be removed from the Program.
- 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)

ADVICE LETTER NUMBER	902		ISSUE DATE	July 1, 2016
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	August 1, 2016

	Original	Sheet No.	34B
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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. The credit will be designed to retire pre-Program arrears over a period of twelve (12) months for a Qualified Customers with arrears of five hundred dollars (\$500.00) or less and twenty-four (24) months for Qualified Customers with arrears of more than five hundred dollars (\$500.00). 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. 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 may submit an application to participate in the Program at any time.
- b) Enrollment participation is limited to a first-come, first-served basis until the Company determines that the annual Hard Budget Cap is reached.
- c) Qualified Customers approved to receive a PIPP or SBD benefit must agree to have their dwelling weatherized if contacted by a state-authorized weatherization agency. Failure to permit or complete weatherization may result in the denial of PIPP or SBD benefits for the following year, subject to the following exceptions:

(Continued on Sheet No. 34C)

ADVICE LETTER 822

DECISION G12 0.601

NUMBER

C12-0691

VICE PRESIDENT, Rates & Regulatory Affairs ISSUE June 28, 2012

EFFECTIVE July 1, 2012

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#### PUBLIC SERVICE COMPANY OF COLORADO

	Original	Sheet No	34C
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GAS AFFORDABILITY PROGRAM ("GAP")

Conditions of Service - Cont'd

- 1) Households containing a member(s) whose mental or physical health could be jeopardized because of weatherization shall be exempt from this requirement. Such participants must provide a certificate of medical hardship which shall be in writing sent to the utility from the office of a licensed physician and show clearly the name of the participant or individual whose health is at issue; the Colorado medical identification number, phone number, name, and signature of the physician or health care practitioner acting under a physician's authority certifying the medical hardship.
- 2) A household whose landlord refuses to allow weatherization shall not have benefits denied.
- 3) A household shall not have benefits denied for failure to provide matching funds for weatherization.
- d) 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.
- e) With respect to payment default provisions, a single missed, partial or late payment within any Program Year shall not result in the automatic removal of a Qualified Customer from the Program. However, two or more missed, partial or late payments within any Program Year will result in the Company initiating its regular collection and Discontinuance of Service process.
- f) 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, the Company will allow such a customer to be eligible for the Program.
- g) 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 822

DECISION NUMBER

C12-0691

VICE PRESIDENT, Rates & Regulatory Affairs

VICE PRESIDENT, DATE

DATE

June 28, 2012

July 1, 2012

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#### PUBLIC SERVICE COMPANY OF COLORADO

	Original	Sheet No	34D
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Denver, CO 80201-0840		Sheet No	

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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. Upon receipt of a written 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) Program costs shall not exceed the annual Hard Budget Cap. 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 sales schedules, including: Residential Sales Service, Schedule RG; Small Commercial Sales Service, Schedule Large Firm Commercial Sales Service, Schedule CLG; Interruptible Industrial Sales Service, Schedule IG. 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. The Company may petition the Commission to adjust its Service and Facilities Charges in order to adjust the Tracker Account balance as part of a Phase II rate case proceeding or by filing a verified application.

ADVICE LETTER NUMBER	822	_	ISSUE DATE	June 28, 2012
DECISION NUMBER	C12-0691	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 2012

Second Revised Sheet No. 35-39

P.O. Box 840 Denver, CO 8020	1-0840		First Revis	sed	Cancels Sheet No.	34-39
		RESERVED FO	R FUTURE FILI	ING		
ADVICE LETTER NUMBER	822			ISSUE DATE _	June 28,	2012
DECISION NUMBER	C12-0691	VI( Rates	CE PRESIDENT,	EFFECTIVE DATE	July 1, 2	2012

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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

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

	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

P.O. Box 840 Denver, CO 80201-0840 Eighteenth Revised 42 Sheet No. Cancels Seventeenth Revised 42 Sheet No. .

## 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. 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 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 NUMBER860		ISSUE DATE _	April 1, 2014	_
DECISION NUMBER	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 2014	

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

Sheet No. 42A

First Revised

Cancels
Sheet No. 42A

# 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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First Revised 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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Tenth Revised 42C

	Tenth Revised	Sheet No	420
P.O. Box 840 Denver, CO 80201-0840	Ninth Revised	Cancels Sheet No. —	42C
	NATURAL GAS RATES		

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	DEMAND-SIDE MANAGE	GAS RATES MENT COST ADJUSTMENT TABLE	
Residential Servi	<u>ce</u>		
RG		5.31%	R
RGL		5.31%	R
Commercial & Indu	strial Sales Service		
CSG		5.20%	I
CLG		5.20%	I
CGL		5.20%	I
IG		5.20%	I
<u> </u>		I	

ISSUE DATE ADVICE LETTER NUMBER \_\_\_\_ 934 October 1, 2018 **DECISION** VICE PRESIDENT, EFFECTIVE January 1, 2019 R17-0028 NUMBER Rates & Regulatory Affairs DATE

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	Twelfth Revised			42D	
P.O. Box 840 Denver, CO 80201-0840	Sub. Eleventl	n Revised	Cancels  Sheet No. —	42D	
RESERVED FOI	R FUTURE FILING	<del>;</del>			
ADVICE LETTER NUMBER 860 2nd Amended			June 20,	2014	
DECISION         VIC           NUMBER            Rates	E PRESIDENT, & Regulatory Affairs	EFFECTIVE 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

			First Revised		Sheet No	46A	
P.O. Box 840 Denver, CO 8020	1-0840		Original		Cancels Sheet No.	46A	
						D	
		RESERVED FO	R FUTURE FILING				
ADVICE LETTER NUMBER	853			ISSUE DATE _	December	27, 2013	
DECISION NUMBER	C13-1568	VIII 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
					D
		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

Ninth Revised Sheet No. 47

Eighth Revised Sheet No. 47

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

# NATURAL GAS RATES PIPELINE SYSTEM INTEGRITY ADJUSTMENT

#### APPLICABILITY

All rate schedules for natural gas service are subject to a Pipeline System Integrity Adjustment ("PSIA") designed to collect the costs of Projects, as defined herein. The PSIA amounts will be subject to annual changes to be effective on January 1 of each year. The PSIA to be applied to each rate schedule is as set forth on Sheet No. 47C.

### ANNUAL FILINGS

Each proposed revision in the Pipeline System Integrity Adjustment will be accomplished by filing an advice letter on November 15 of each year T to take effect on the following January 1. The Company will include in its annual PSIA filings all pertinent information and supporting data on each of the Projects, e.g., project description and scope, project costs, inservice date, etc., as well as information required by Decision Nos. R14-T 0694 and R14-0736.

## DEFINITIONS

<u>Deferred PSIA Balance</u> is the balance, positive or negative, of PSIA revenues at calendar year-end for the year prior to the annual November 15 T PSIA filing less the Pipeline System Integrity Costs as forecast by the Company for the previous calendar year of the annual November 15 PSIA T filing.

Former PSIA Project is defined as any project for which the associated Pipeline System Integrity Cost was included for recovery in any previously-effective PSIA and which is no longer included in the definition of Pipeline System Integrity Cost Projects.

Pipeline System Integrity Cost is defined as (1) a return, equal to the Company's projected weighted average cost of capital, on the projected increase in the retail jurisdictional portion of the thirteen (13) month average net plant in-service balances associated with the Projects for the following calendar year in which the PSIA will be in effect exclusive of determination of the plant in-service included in the requirements underlying the Company's effective base rates; (2) the plantrelated ownership costs associated with such incremental plant investment, including depreciation, accumulated deferred income taxes, and income taxes; and (3) the projected incremental Operating and Maintenance expenses related to the Projects for the following calendar year in which the PSIA will be in effect.

Pipeline Integrity System Cost ("Projects") are defined as the Transmission Integrity Management Program ("TIMP"), the Distribution Integrity Program ("DIMP"), the Accelerated Renewal Program ("AMRP"), the Cellulose Acetate Butyrate Services Replacement Program ("CAB"), the West Main Edwards Replacement, and the to Meadow Mountain Pipeline.

ADVICE LETTER NUMBER	866		ISSUE DATE	July 21, 2014
DECISION NUMBER	R14-0694	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 23, 2014

2<sup>nd</sup> Sub. Fifth Revised Sheet No. 47A Cancels

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

Fourth Revised

Sheet No.

47A

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#### NATURAL GAS RATES PIPELINE SYSTEM INTEGRITY ADJUSTMENT

DEFINITIONS - Cont'd

Pipeline System Integrity Cost Projects ("Projects") - Cont'd

For the West Main Replacement project, the projected net plant inservice balances for the following calendar year will be reduced by 22.9 percent for purposes of determining the Pipeline System Integrity Cost as defined above. For the Edwards to Meadow Mountain project, the projected net plant in-service balances for the following calendar year will be reduced by 26.6 percent for purposes of determining the Pipeline System Integrity Cost as defined above.

Projects Base Amount is defined as the amount of Projects cost included in the determination of the revenue requirements underlying the Company's effective base rates.

PSIA True-up Amount is equal to the difference, positive or negative, between the Pipeline System Integrity Cost as forecasted for the calendar year prior to the annual November 15 filing and the actual PSIA cost incurred by the Company for the calendar year immediately preceding the The true-up amount associated with any Former annual November 15 filing. PSIA Project shall be included in the PSIA True-up Amount to reflect any Pipeline under-recoveries of the System Integrity attributable to such Former PSIA Project during the period such costs were included for recovery in an effective PSIA. The PSIA true-up amount will  $\mid$  N also include a carrying charge applied for 12 months to the over- or under- N recovery derived using the approach explained above. This carrying charge N will be the after-tax WACC during the 12-month period immediately following N the year during which the true-up amount was accrued.

Weighted Average Cost of Capital (WACC)

The cost of debt and common equity weighted by the relative proportions of |N|each in the Company's balance sheet. For the purpose of calculating the N carrying charge on PSIA over- or under-recoveries, the return on equity N shall be the latest equity rate approved by the Commission for the  $\!\mid\! N$ Company's natural gas department.

(Continued on Sheet No. 47B)

ADVICE LETTER NUMBER

895

ISSUE DATE

February 25, 2016

DECISION NUMBER

R15-1204/C16-0123

VICE PRESIDENT, Rates & Regulatory Affairs **EFFECTIVE** March 1, 2016 DATE

2<sup>nd</sup> Sub. Third Revised Sheet No. 47B Cancels

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

Second Revised

Sheet No.

47B

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#### NATURAL GAS RATES PIPELINE SYSTEM INTEGRITY ADJUSTMENT

DEFINITIONS - Cont'd

#### PSIA ADJUSTMENT CALCULATION

Pipeline System Integrity Adjustment is equal to the Pipeline System Integrity Cost, minus the Projects Base Amount, plus or minus the PSIA True-up Amount, plus or minus the Deferred PSIA Balance. The PSIA shall be calculated for each rate schedule based on a dollar per therm basis as follows:

 $PSIA = A - B \pm C \pm D$ 

Where:

A = Pipeline System Integrity Cost

B = Projects Base Amount C = PSIA True-up Amount

D = Deferred PSIA Balance

#### ALLOCATION OF PSIA COSTS

For purposes of developing the annual PSIA rates in the RATE TABLE provided on Sheet No. 47C, the annual Pipeline System Integrity Adjustment will be allocated to classes based on the their projected annual use during the calendar year in which the PSIA will be effective.

#### PSIA ADJUSTMENT WITH CHANGES IN BASE RATES

Whenever the Company implements changes in base rates as the result of a final Commission order in a general gas rate case setting new rates based on approved revenue requirements, the Company shall simultaneously adjust the PSIA to remove all costs that have been included in base rates.

(Continued on Sheet No. 47C)

ADVICE LETTER NUMBER

895

ISSUE DATE

February 25, 2016

DECISION R15-1204/C16-0123 NUMBER

VICE PRESIDENT, Rates & Regulatory Affairs **EFFECTIVE** March 1, 2016 DATE

Sub. Tenth RevisedSheet No.47CNinth RevisedCancels<br/>Sheet No.47C

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

#### NATURAL GAS RATES

#### PIPELINE SYSTEM INTEGRITY ADJUSTMENT

#### RATE TABLE

Rate	Schedule	Billing Units	Type of Charge	PSIA Rate	
Resi	dential Service				
	RG	Therm	Usage	\$0.04528	I
	RGL	Therm	Usage	\$0.04528	I
Comm	ercial & Industrial	Sales Service			
	CSG	Therm	Usage	\$0.04528	I
	CLG	Dekatherm	Usage	\$0.45275	I
	CGL	Therm	Usage	\$0.04528	I
	IG	Dekatherm	Usage	\$0.45275	I
Gas '	Transportation Serv	<u>ice</u>			
	TFS	Dekatherm	Usage	\$0.45275	I
	TFL	Dekatherm	Usage	\$0.45275	I
	TI	Dekatherm	Usage	\$0.45275	I

ADVICE LETTER NUMBER	936 - Amended		ISSUE DATE
DECISION		VICE PRESIDENT,	EFFECT
NUMBER		Rates & Regulatory Affairs	DATE

SSUE December 14, 2018

EFFECTIVE DATE January 1, 2019

#### COLO. PUC No. 6 Gas

#### PUBLIC SERVICE COMPANY OF COLORADO

Twenty-fourth Revised Sheet No. 48 P.O. Box 840 Cancels Twenty-third Revised 48 Denver, CO 80201-0840 Sheet No.

#### NATURAL GAS RATES GENERAL RATE SCHEDULE ADJUSTMENT

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

24.19%

ADVICE LETTER NUMBER

941

ISSUE DATE

December 26, 2018

DECISION C18-1158 NUMBER

VICE PRESIDENT. Rates & Regulatory Affairs

EFFECTIVE DATE

January 1, 2019

			Seventh Rev	ised	Sheet No	49
P.O. Box 840 Denver, CO 8020	)1-0840		Sixth Revis	ed	Cancels Sheet No.	49
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		RESERVED FO	OR FUTURE FILI	NG		
ADVICE LETTER NUMBER	853			ISSUE DATE	December	<u>27, 201</u> 3
DECISION NUMBER	C13-1568	VIC Rates	CE PRESIDENT, & Regulatory Affairs	EFFECTIVE DATE	January 1	., 2014

			First Revise	First Revised		49A
P.O. Box 840 Denver, CO 80201	)1-0840		Original		Cancels Sheet No	49A
		RESERVED F	OR FUTURE FILIN	G		
ADVICE LETTER NUMBER	853			ISSUE DATE	December	27, 2013
DECISION NUMBER	C13-1568	VI Rates	CE PRESIDENT, & Regulatory Affairs	EFFECTIVE DATE	_January 1	, 2014

P.O. Box 840 Denver, CO 80201-0840 Twelfth Revised Sheet No. 50

Sub. Eleventh Revised Sheet No. 50

NATURAL GAS RATES
GAS COST ADJUSTMENT

#### APPLICABILITY

All rate schedules for natural gas service are subject to a Gas Cost Adjustment. The Gas Cost Adjustment 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. The Gas Cost Adjustment rate will be subject to one annual and three regular quarterly changes to be effective on the first day of each calendar quarter and interim changes, if justified by the Company, to be effective on the first day of any other month. The Gas Cost Adjustment for all applicable rate schedules is as set forth on Sheet Nos. 50H and 50I, and will be added to the Company's Base Rate 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.

The amount recorded as Well Head Purchases in Account Actual Gas Cost. 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 and Storage Gas Lost and Unaccounted in Account accordance with the authorizations granted in Docket Nos. 99S-293G and 12A-C240G, Gas Price Management Costs recorded in Account 1807-54 shall include C only those premiums or settlement costs incurred by the Company connection with its use of the following financial instruments as part of its most-recently filed Gas Price Volatility Mitigation Plan: fixed-forfloat 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. С

(Continued on Sheet 50A)

ADVICE LETTER NUMBER	842		ISSUE DATE	July 9, 2013
DECISION NUMBER	R13-0121	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 11, 2013

P.O. Box 840 Denver, CO 80201-0840 Twelfth Revised 50A Sheet No. Cancels Eleventh Revised 50A

Sheet No.

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NATURAL GAS RATES GAS COST ADJUSTMENT

DEFINITIONS - Cont'd

\* - 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 of а Commission-approved Gas 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.

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.

A rate component of the GCA, expressed in mils per Current Gas Cost. 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.

Gas costs accumulated in the Company's Account No. 191, Deferred Gas Cost. 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; and (3) Interest on Account No. 191 Balance, as authorized by the Public Utilities Commission.

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 data and anticipated changes, except that for the Deferred Gas Cost rate component calculation, the Forecasted Sales Gas Quantity shall

be the gas commodity projected to be sold during the 12-month period applicable to the Company's annual GCA application effective October 1.

(Continued on Sheet 50B)

ADVICE LETTER ISSUE 942 January 14, 2019 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** C18-0738 January 18, 2019 Rates & Regulatory Affairs DATE NUMBER

Eighth Revised	Sheet No.	50B
Seventh Revised	Cancels Sheet No	50B

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

NATURAL GAS RATES
GAS COST ADJUSTMENT

DEFINITIONS - Cont'd

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"). A gas rate adjustment filed 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.

(Continued on Sheet 50C)

ADVICE LETTER NUMBER	923		ISSUE DATE	February	2, 2018
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	March 5,	2018

P O Roy 840 Denver, CO 80201-0840

Sub. Ninth Revised 50C Sheet No. Cancels Eighth Revised 50C Sheet No.

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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  $\mid$  N per dekatherm (\$0.001 per Dth) which is the return on rate base applied to $| exttt{N}|$ the Average Gas Storage Inventory Balance divided by the Forecasted Sales $\mid$   $exttt{N}$ The return on rate base applied to the Average Gas Storage N Gas Quantity. Inventory Balance shall be based on the Company's actual capital structure  $|\,{ t N}$ and actual cost of long-term debt as reflected in its most recent quarterly  $\mid$  N financial statements available at the time the GCA application is filed, and the return on equity approved by the Commission in a final order in the  $|\,{ t N}$ The return on rate base will be NCompany's most recent gas rate case. adjusted for income taxes before being multiplied by the Average Gas $\mid$ N Storage Inventory.

Interest on Account No. 191 Balance. Except for the period July 1, 2009 M through June 30, 2010, for which no interest shall be applied, interest at a $^{
m M}$ rate equal to the interest rate paid on customer deposits as set forth in $| exttt{M}|$ the General Terms and Conditions will be applied to the Account No. 191|  $^{ exttt{M}}$ Deferred Gas Cost Balance on an average monthly basis. The disposition of Many net interest on over- or under-recovered gas costs shall be as directed  $^{
m M}$ by orders of the Public Utilities Commission in Docket Nos. 02A-267G and  $^{
m M}$ 08A-095G. M

The gas costs recovered by the Company, which shall be |M|Recovered Gas Cost. calculated by applying the GCA rate to actual sales quantities billed for  $^{
m M}$ 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 50D)

ADVICE LETTER ISSUE 805 September 1, 2011 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** C11-0946 September 5, 2011 Rates & Regulatory Affairs NUMBER DATE

P O Roy 840 Denver, CO 80201-0840

Tenth Revised 50D Sheet No. Cancels Ninth Revised 50D Sheet No.

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NATURAL GAS RATES GAS COST ADJUSTMENT

CURRENT GAS COST RATE DETERMINATION - Cont'd

#### WHERE:

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

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

The Gas Storage Inventory Cost component of the GCA rate, calculated N the nearest mil. Per Dekatherm (\$0.001/Dth), is the total Gas N Storage Inventory Cost calculated by the Company during the applicable N 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 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 LETTER NUMBER

805

ISSUE DATE

September 1, 2011

DECISION C11-0946 NUMBER

VICE PRESIDENT, Rates & Regulatory Affairs **EFFECTIVE** DATE

September 5, 2011

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

NUMBER

Eighth Revised 50E Sheet No. Cancels Seventh Revised 50E Sheet No.

С

NATURAL GAS RATES GAS COST ADJUSTMENT

#### GAS COST ADJUSTMENT

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

Gas Cost Adjustment = 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 Gas Cost Adjustment will be subject to four regular quarterly changes to be effective on the first day of each calendar quarter by the Company filing an annual GCA application for GCA changes to be effective October 1, and three quarterly GCA applications for GCA changes to be effective January 1, April 1 and July 1. The GCA rate will also be subject to interim GCA changes by the 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, T Upstream Service Cost, Gas Storage Inventory Cost and Deferred Gas Cost) T shall be subject to regularly scheduled revision each quarter by the Company filing an annual GCA application or quarterly GCA application, while 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 T Deferred Gas Cost components shall replace the corresponding Gas Commodity T Cost, Upstream Service Cost, Gas Storage Inventory Cost and Deferred Gas T Cost components previously in effect. Annual, quarterly and interim GCA T applications shall be filed on less than thirty (30) days' notice accordance with applicable Colorado statues, Commission Rules and Commission decisions, but on not less than fourteen (14) days' notice prior to the proposed effective date.

(Continued on Sheet 50F)

ISSUE ADVICE LETTER 805 September 1, 2011 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** C11-0946 September 5, 2011 Rates & Regulatory Affairs

DATE

P.O. Box 840 Denver, CO 80201-0840 Sub. Third Revised Sheet No. 50F

Second Revised Sheet No. 50F

NATURAL GAS RATES
GAS COST ADJUSTMENT

#### RELATIONSHIP TO GCA RULES 4 CCR 723-8

The Company's Gas Cost Adjustment as set forth above incorporates by reference the entire Public Utilities Commission of the State of Colorado Gas Cost Adjustment 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 T 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 Gas Cost Adjustment Rules, Rules 4600 through 4609 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators.

(Continued on Sheet 50G)

ADVICE LETTER NUMBER 805 ISSUE DATE September 1, 2011

DECISION NUMBER C11-0946 VICE PRESIDENT, Rates & Regulatory Affairs DATE September 5, 2011

Third Revised Sheet No. 50G

Second Revised Cancels Sheet No. 50G

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 which describes the Company's plan for purchases of gas commodity and Upstream Services to be used to meet sales gas and gas transportation demand. 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 the Public Utilities Commission's Gas Cost Adjustment Rules.

#### GAS PURCHASE REPORT

The Gas Purchase Report ("GPR") is a report to be filed with the Commission that contains exhibits which describe the Company's actual purchases of gas commodity and Upstream Services in order to meet sales gas and gas transportation demand. The GPR is scheduled to be filed at the same time as the annual GCA Application. The contents of the GPR and its exhibits are as prescribed in the Public Utilities Commission's Gas Cost Adjustment Rules, Rules 4600 through 4609 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators.

(Continued on Sheet 50H)

ADVICE LETTER NUMBER

762

ISSUE DATE

August 24, 2009

DECISION C09-0596

VICE PRESIDENT, Rates & Regulatory Affairs EFFECTIVE September 15, 2009

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P.O. Box 840 Denver, CO 80201-0840 One hundred-tenth Revised Sheet No. 50H

One hundred-ninth Revised Sheet No. 50H

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			_	GAS RATES ADJUSTMENT			
Rate Schedule	Sheet No.	Billing Units	Type Of Charge	Current Gas Cost	Deferred Gas Cost	Gas Cost Adjustment	
RG	14	Therm	Commodity	\$0.29810	\$0.01030	0.30840	RRR
RGL	15	Therm	Commodity	\$0.27370	\$0.01030	0.28400	RRR
CSG	16	Therm	Commodity	\$0.29550	\$0.01030	0.30580	RRR
CLG	17	DTH	Commodity	\$2.85800	\$0.10300	2.96100	RRR
CGL	18	Therm	Commodity	\$0.27370	\$0.01030	0.28400	RRR
IG	19	DTH DTH	On-Peak Dema Commodity	•	 \$0.10300	1.80800 2.84000	RR RRR
TFS	29	DTH DTH DTH	Transportati Supply Commodity	0.04200 1.80800 (1)	  \$0.10300	0.04200 1.80800	RR R
TFL	30	DTH DTH DTH	Transportati Supply Commodity	0.04200 1.80800 (1)	 \$0.10300	0.04200 1.80800	RR R
TI	31	DTH DTH	Transportati On-Peak Dema			0.04200 1.80800	RR

(1) The Current Gas Cost shall be established each month as follows: For each Dth of Backup Supply Sales Service quantities purchased on any Day up to the Firm Supply 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 Supply Sales Service quantities purchased on any Day in excess of the Firm Supply 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.

(2)

\$0.10300

(Continued on Sheet No. 50I)

Commodity

ADVICE LETTER NUMBER 943 ISSUE DATE March 27, 2019

DECISION NUMBER C19-0273 VICE PRESIDENT, Rates & Regulatory Affairs DATE April 1, 2019

#### COLO. PUC No. 6 Gas

			2 <sup>nd</sup> Sub. Orig	ginal	Sheet No	50I
P.O. Box Denver, 0	840 CO 80201-0840				Cancels  Sheet No. —	
			GAS RATES ADJUSTMENT			
(2)	The Current Gas Cost each Dth of gas purquantity, the rate defined in the Gas TTF Transportation Rat Conditions. For each purchased on any Day One, plus the CIG Transportation terms	shall be enchased on a shall be enchased fransportation, as defined by the control of the contro	established ea any Day up t equal to 1009 ion Terms and ned in the Ga Backup Supply shall be equ ertation Rate	o the On- % of Inde d Conditions s Transpor Sales Se ual to 125	Peak Gas x Price ( ns, plus rtation Te rvice qua % of Inde	Service M One, as M the CIG M orms and M intities M x Price M
ADVICE LI NUMBER	743 THE TREE TREE TREE TREE TREE TREE TREE			ISSUE _ DATE _	December	23, 2008
DECISION NUMBER	C08-1311		E PRESIDENT, Regulatory Affairs	EFFECTIVE DATE _	January 1	, 2009

Sub. Second Revised Sheet No. \_\_\_\_51

P.O. Box 840 Denver, CO 8020	1-0840		First Revis	ed	Cancels Sheet No.	51
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ADVICE LETTER NUMBER	805			ISSUE DATE	September	1, 2011
DECISION NUMBER	C11-0946	VIC Rates 8	E PRESIDENT, & Regulatory Affairs	EFFECTIVE DATE	September	5, 2011

Sub. First Revised Sheet No. \_\_\_\_51A

P.O. Box 840 Denver, CO 8020	1-0840		Sub. Origina	1	Cancels Sheet No.	51A
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ADVICE LETTER NUMBER	805			ISSUE DATE	September	^ 1. 2011
DECISION NUMBER	C11-0946	VIC Rates 8	E PRESIDENT, & Regulatory Affairs	EFFECTIVE DATE		

			Sub. Fourt	h Revised	Sheet No	51B
P.O. Box 840 Denver, CO 8020	1-0840		Third Rev	ised	Cancels Sheet No.	51B
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		RESERVED FO	R FUTURE FII	LING		
ADVICE LETTER NUMBER	805			ISSUE DATE	September	1, 2011
DECISION NUMBER	C11-0946	VIC Rates	CE PRESIDENT, & Regulatory Affairs	EFFECTIVE DATE		

	Original	Sheet No.	60
P.O. Box 840		Cancels	
Denver, CO 80201-0840		Sheet No. —	

#### 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 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, Firm Supply Reservation Charge, the On-Peak Demand Charge and the Backup Supply Sales Charge to firm or interruptible gas transportation service customers. Under no circumstances will the Company offer discounts on embedded gas cost. The Company shall retain discretion as to which customers or potential customers shall be offered flexible pricing. However, similarly situated customers will be offered the same discounts by the Company if Company offers said flexible pricing to the customers or potential customers.

#### 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 510-Second Amended NUMBER

June 28, 1996

DECISION

MANAGER, Rates & Regulatory Affairs **EFFECTIVE** DATE

August 12, 1996

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	Original	Sheet No	60A
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No. –	

#### GAS SERVICE

#### FLEXIBLE PRICING POLICY

#### Requirements for Flexible Pricing - Cont'd

- 3. The approval of the flexibly 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 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 case to the estimated cost of the facilities requires 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 shall file an application with the Public Utilities Commission of the State of Colorado for approval of such flexibly priced rate. Upon obtaining regulatory approval and execution of a gas service contract between customer and Company, the rate shall be placed into effect.

#### 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.

ADVICE LETTER NUMBER	510-Second Amended		ISSUE DATE	June 28, 1996
DECISION NUMBER		MANAGER, Rates & Regulatory Affairs	EFFECTIVE DATE	August 12, 1996

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#### PUBLIC SERVICE COMPANY OF COLORADO

	Original	Sheet No.	70
P.O. Box 840 Denver, CO 80201-0840		Cancels	
Denver, CO 80201-0840		Sheet No. ——	

NA	ATUF	RAL GAS	RATES	
QUALITY	OF	SERVICE	PLAN	(QSP)

#### APPLICABILITY

All rate schedules for gas service are subject to a Quality of Service Plan (QSP) Adjustment. Under the plan, benchmarks are established for each of the following performance measures: 1) Meter Reading Errors; 2) Leak Permanent Repair Time. If for any reason the Company's performance exceeds the established performance targets for the Performance Year, any active gas retail Customer affected as described herein will receive a one-time bill credit during the following July billing.

#### **DEFINITIONS**

#### General Definitions

#### Performance Year

A calendar year.

#### Customer

For the purpose of bill credit calculation and disbursement, an active customer that receives a bill from the Company at the time of the bill credit.

#### Meter Reading Error Definitions

#### Meter Reading Errors

The number of Customer initiated calls on billing that results in the discovery of a meter reading error. A meter reading error: 1) is the result of a Customer call to the customer call service center; 2) triggers the Company to issue a read verify order; 3) results in a Company determination that the original index had been read wrong; and 4) results in the Customer's account being corrected.

#### Total System

Denver, Pueblo/San Luis Valley, Mountain/Front Range, Boulder, Ft. Collins/Greeley, Grand Junction.

Continued on Sheet No. 70A

ADVICE LETTER	<sup>R</sup> 586		ISSUE DATE	December 31, 2001
DECISION NUMBER	C01-1330	VICE PRESIDENT, Policy Development	EFFECTIVE DATE	January 1, 2002

	COLO. PUC No. 6 G	as
PUBLIC SERVICE COMPANY OF COLORADO	011	703
	<u>Original</u>	Sheet No70A
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No
NATURA	L GAS RATES	
	SERVICE PLAN (QSP)	
DEFINITIONS - Cont'd		
Leak Permanent Repair Time Definition	ons	
deax remanent Repair rime berinters	<u> </u>	
Customer  For the purpose of reporting any entity outside of the Compensation Departments, other utilities, customers or members of the public	mpany, e.g., Police excavators, cont	Departments, Fire
Leak  An unintentional escape of operated below ground (buried) p that can be eliminated by lubricated by second control of the control of th	ipeline, except a no	n-hazardous release
Gas Distribution  A gas delivery system that or classifications: Inches, Pounds Pressure Systems. These systems Standards Manual.	Low, Pounds Medium	, and Intermediate
Date Leak Reported  The date the leak was reporte	ed by a Customer.	
Date Leak Repaired  The date of the Permanent Rep	pair.	
Time to Permanently Repair  The number of calendar days  Leak Repaired (in calculating the shall be excluded).		
Permanent Repair  A repair method utilizing i analysis that can permanently reand is a method that is recognize as qualifying as "permanent repayork.	estore the service a ed by the Company's G	ability of the pipe Gas Standards Manual
(Continued o	on Sheet No. 70B)	

ADVICE LETTER NUMBER	586		ISSUE DATE _	December 31, 2001
DECISION NUMBER	C01-1330	VICE PRESIDENT, Policy Development	EFFECTIVE DATE _	January 1, 2002

Fourth Revised Sheet No. 70B

Third Revised Cancels Sheet No. 70B

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

# NATURAL GAS RATES QUALITY OF SERVICE PLAN (QSP)

#### DEFINITIONS - Cont'd

#### Leak Permanent Repair Time

Time to Permanently Repair buried Gas Distribution leakage on Company Owned Facility for Customer initiated calls or reports of suspected leakage.

#### Company Owned Facility

A pipeline that is used solely for the delivery of natural gas to Company customers and is not owned or operated by another party.

#### Gas Maintenance Operating System ("GMOS")

The system that tracks the repair of below ground gas system repairs and those above ground repairs that can't be repaired by tightening, adjusting or lubricating. GMOS only tracks O&M repairs, not main and service capital construction work.

#### Total System

The sum of all Company regions. Regions for this measure include Denver Metro, Boulder, Fort Collins, High Plains, Western, Front Range, Mountain, Pueblo, and San Luis Valley.

#### ANNUAL REVIEW PROCESS AND SCOPE

The QSP will be in effect through 2018. At the end of a Performance C Year, any party, or the Commission on its own motion, may request modification of the QSP. This process contemplates that based on the previous year's experience with the QSP, certain modifications may be required to better achieve the plan's objective. In recognition of the Company's need for certain stability in planning to meet these operational goals, but also understanding changes are inevitable, the modifications may include but are not limited to acquisitions or sales of Company property, operational and technical changes, or changes in state or federal laws. Any significant changes or modifications need to consider the Company's ability to respond, perhaps requiring beginning of the year changes versus mid-year changes.

(Continued on Sheet No. 70C)

ADVICE LETTER NUMBER	893		ISSUE DATE	January 4, 2016
DECISION NUMBER	R15-1247	VICE PRESIDENT, Policy Development	EFFECTIVE DATE	January 7, 2016

	Original	Sheet No	70C
O. Box 840 enver, CO 80201-0840		Cancels Sheet No	

De NATURAL GAS RATES Ν OUALITY OF SERVICE PLAN (OSP) BILL CREDIT ADJUSTMENT The maximum total bill credit in the first year is \$1 million allocated as follows: Meter Reading Errors ..... \$100,000 Leak Permanent Repair Time ..... \$900,000 These amounts become the minimum baseline bill credits in future years. The total bill credit can increase \$.5 million annually based on performance in the previous year. The maximum bill credit will not exceed \$3.0 million allocated as follows: Meter Reading Errors ..... \$ 300,000 Leak Permanent Repair Time ..... \$2,700,000 During the QSP Annual Review Process, the potential bill credit amounts for the succeeding performance year will be adjusted (up or down) depending on each individual measure's previous year performance. The total bill credit can increase \$.5 million annually if any of the measures were not met in the preceding year. The maximum bill credit in any given year of the program shall not exceed \$3.0 million. maximum bill credit amount shall be reduced by \$.5 million annually whenever no credit is assessed in the preceding year, but shall not be reduced below \$1 million. Specifically: If the Company's performance on an individual measure requires any bill credit to be assessed, the next year's potential bill credit amount(s) will be increased for that individual measure as follows (but not to exceed the individual measure maximums specified above): Meter Reading Errors ..... 50,000 Leak Permanent Repair Time ..... 450,000 If the Company's performance on an individual measure requires no bill credit to be assessed, the next year's potential bill credit amount(s) will be reduced for that individual measure as follows (but not below individual measure baselines specified herein): 50,000 Meter Reading Errors ..... Leak Permanent Repair Time ...... \$ 450,000 (Continued on Sheet No. 70D)

ADVICE LETTER NUMBER	586		ISSUE DATE _	December 31, 2001
DECISION NUMBER	C01-1330	VICE PRESIDENT, Policy Development	EFFECTIVE DATE	January 1, 2002

Orig	ginal	Sheet No	70D
		Cancels	

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

## NATURAL GAS RATES QUALITY OF SERVICE PLAN (QSP)

#### BILL CREDIT DISBURSEMENT

Any bill credit will be paid out of earnings (not revenue). The bill credit shall be calculated on a per Customer basis regardless of usage.

Any bill credit amount that is not disputed will be paid out of earnings and will be applied to active gas customers during the July billing cycle following the applicable performance year. Any bill credit amount not remitted by the end of the July billing cycle will accrue interest beginning after the September billing cycle at a rate equal to the Company's customer deposit rate.

Any bill credit amount that is disputed will be paid out of earnings and applied to active gas customers during the billing cycle that begins thirty (30) days after the final Commission decision on the disputed amount. Any bill credit amount not remitted by the end of the billing cycle that begins sixty (60) days after the final Commission decision on the disputed amount will accrue interest at a rate equal to the Company's customer deposit rate.

#### **EXCLUSION PROCESS**

For a given Performance Year the meter reading errors and the Leak Permanent Repair Time data will be recorded with no exclusions. The Company may request exclusion of certain events that are outside the control of the Company from the calculation of its performance measures. 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 shall bear the burden of proving that the proposed excludable event was unforeseeable, extraordinary and outside of the Company's control.

In its request, the Company must separately document and report the time frame and impact of each event for which it requests exclusion and the rationale for excluding it. Requests for exclusion should be made throughout the Performance Year and as soon after the event occurs as practical. If the Company disagrees with either the Commission Staff or the Office of Consumer Counsel (OCC), the Company will notify in writing the affected party within 30 days. In the event of a dispute, misunderstanding, or controversy between the parties during the life of the QSP related to any exclusion request, any party may file a motion asking the Commission or the assigned Administrative Law Judge to resolve the dispute.

the Commission or the assigned Administrative Law Judge to resolve the dispute.

(Continued on Sheet No. 70E)

ADVICE LETTER 586

NUMBER 586

December 31, 2001

DECISION C01-1330
NUMBER

VICE PRESIDENT, Policy Development

EFFECTIVE January 1, 2002

DUDU 10 0551 #05	00145411140500405450	COLO. PUC No. 6	Gas	
PUBLIC SERVICE	COMPANY OF COLORADO	Original	Sheet No.	70E
P.O. Box 840 Denver, CO 80201-084			Cancels Sheet No. —	
	_	GAS RATES ERVICE PLAN (QSP)		
PERFORMANCE	MEASURES			
Reading not-to- 0.00748 A below, BILL C Total	s specifically detailed the maximum total bill o REDIT ADJUSTMENT shall System not-to-exceed (	ills on a Performa lerance) for Meter d in the Perform credit allocated for be remitted back or maximum tolera	nce Year Basis r Reading Erro ance Target s or this measure to Customers	s. The ors is section e under if the
	d in a Performance Year.			
_	enchmarks The Total System ber a "not-to-exceed" 0.00		Meter Reading	Errors
<u>P</u> :	erformance Target - Bill	Credit		
<u>T</u>	otal System			
	Percentage of Error Per Meters Manuall Read > 0.007484%			
a	alculation  The amount of bilictual result for the Renchmarks or performan	Performance Year	as compared	_
	(Continued o	n Sheet No. 70F)		
ADVICE LETTER 5	36	ISSU	JE December	31, 200

NUMBER DECISION NUMBER VICE PRESIDENT, Policy Development C01-1330 **EFFECTIVE** January 1, 2002 DATE

	Sheet No	70F
P.O. Box 840 Denver, CO 80201-0840	Cancels Sheet No	

#### NATURAL GAS RATES QUALITY OF SERVICE PLAN (QSP)

N

#### PERFORMANCE MEASURES - Cont'd

#### 2. Leak Permanent Repair Time

This measure will assess the number of days for Customer initiated calls, on average, to permanently repair buried Gas Distribution leakage on Company Owned Facility on a Performance Year basis. The Total System average of total Time to Permanently Repair is 9.77 days.

As specifically detailed in the Performance Targets section below, the maximum total bill credit allocated for this measure under BILL CREDIT ADJUSTMENT shall be remitted back to Customers if the Total System average number is exceeded in a Performance Year. the Total System average number for Leak Permanent Repair Time is not exceeded, then the Total System average number for the top ten percent will be reviewed. The maximum total bill credit allocated for this measure under BILL CREDIT ADJUSTMENT shall be remitted back to Customers if the system-wide average number for the top ten percent is exceeded in a Performance Year.

#### Performance Targets - Bill Credit

#### First-Tier Test

Bill Credit
Amount
\$ 900,000

#### Second-Tier Test

Although the Total System average number of days for Leak Permanent Repair Time may not trigger a bill credit, a Total System average number of days for the top ten percent of Leak Permanent Repair Time as specified below may trigger a bill credit.

ISSUE ADVICE LETTER 586 December 31, 2001 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** C01-1330 January 1, 2002 NUMBER Policy Development DATE

PUBLIC SERVICE COM	IPANY OF COLORADO Ori	ginal	Sheet No70G
P.O. Box 840 Denver, CO 80201-0840			Cancels Sheet No.
	NATURAL GAS QUALITY OF SERVICE		
PERFORMANCE MEAS	SURES - Cont'd		
	 d-Tier Test - Cont'd		
	Total System Average Number of Days for the Top Ten Percent of Leak Permanent Repair Time	Bill Credit Amount	
	> 78.67	\$ 900,000	
	to Permanently Repair		the number of
ADVICE LETTER FOC		ISSUE	Doggamban 21 200

586 December 31, 2001 NUMBER DATE DECISION NUMBER VICE PRESIDENT, **EFFECTIVE** C01-1330 January 1, 2002 Policy Development DATE

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

Sub. Sixth Revised R1 Sheet No. Cancels Fifth Revised R1

Sheet No.

# RULES AND REGULATIONS

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ADVICE LETTER NUMBER

**DECISION** 

NUMBER

743

C08-1311

VICE PRESIDENT Rates & Regulatory Affairs ISSUE DATE

December 23, 2008

**EFFECTIVE** DATE

January 1, 2009

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

Seventh Revised R1A Sheet No. Cancels Sixth Revised R1A Sheet No.

## RULES AND REGULATIONS APPLICABLE TO ALL NATURAL GAS SERVICES

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P.O. Box 840	Colo.	PUC No. 6 cancels	Cancels
Denver, CO 80201-0840	Colo.	PUC Nos. 2, 2A, 4 & 5	Sheet No.

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL STATEMENT

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

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

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

ADVICE LETTER NUMBER 500 September 26, 1995

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

P.O. Box 840 Denver, CO 80201-0840 Sub. Second Revised Sheet No. R2

First Revised Sheet No. R2

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

#### DEFINITION OF TERMS

<u>Billing Unit</u> - A quantity of gas expressed in either volume or energy, depending on the rate class.

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

<u>Commission</u> - "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.

 $\frac{\text{Contract Year}}{\text{ending April 30 of each year except as otherwise stated in the Service}}_{\text{C}} \\ \text{C}$ 

#### Cubic Foot of Gas (cf) -

- a) For the purpose of gas property determination, one cubic foot of gas shall mean one "standard cubic foot" (scf) of gas, which is the volume of water-free gas occupying a space of one (1) cubic foot at standard conditions.
- 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).

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ADVICE LETTER NUMBER	743						SSUE DATE	December 23, 2008
DECISION NUMBER	C08-1	311		VICE PRES Rates & Regula			EFFECTIV DATE	E January 1, 2009

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### GENERAL

#### DEFINITION OF TERMS - Cont'd

#### Cubic Foot of Gas (cf) - Cont'd

- 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.

<u>Customer</u> - "Customer" shall mean any person or entity that uses sales or transportation services provided by Company for direct use or for 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.

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

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Original

Cancels Sheet No. R4

#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### GENERAL

#### DEFINITION OF TERMS - Cont'd

<u>Day</u> - A period of 24 consecutive hours, beginning at 8:00 a.m. N Mountain Standard Time, or such other consecutive 24-hour period designated by Company

<u>Dekatherm</u> - 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.

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

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

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

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

ADVICE LETTER NUMBER	537	SSUE DATE	June	26,	1998
DECISION NUMBER	R98-529	EFFECTIVE DATE	July 1	, 199	8

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Second Revised	Sheet No	R5
First Revised	Cancels Sheet No	R5

#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### GENERAL

#### DEFINITION OF TERMS - Cont'd

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

Firm Requirement - "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.

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

Interruptible Sales Curtailment - The discontinuance of sales service N 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 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 six inches water column, plus or minus two inches water column.

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

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Original
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Sheet No. R6

#### RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### GENERAL

## DEFINITION OF TERMS - Cont'd

Point of Delivery - Point where the Company's gas facilities are first N 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 the facilities of the Company and the interconnecting party(s) wherein the Company receives gas, or any other contractual party(s) of gas supplies.

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

 $\underline{\text{Standard Conditions}}$  - A standard temperature base of 60° F and a standard pressure base of 14.73 psia.

<u>System</u> - 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.

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

 $\underline{\text{Year}}$  - A period of 365 consecutive days or 366 consecutive days if such period includes February 29, unless otherwise specified.

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

#### COLO. PUC No. 6 Gas

#### PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840 Denver, CO 80201-0840 Third Revised Sheet No. R7

4<sup>th</sup> Sub. Second Revised Sheet No. R7

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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 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 N service in accordance with the Discontinuance of Service By Company section N of these Rules and Regulations in the event the landlord or property owner N does not elect to transfer service during a period of vacancy. event that the Company has on file a signed Billing of Vacant Rental N Property Agreement for the landlord or property owner at the time of the N landlord's or property owner's request to transfer service from the prior N Ν

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.

DVICE LETTER IUMBER	775		ISSUE DATE	February	18,	2010
DECISION		VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	March 21	, 20	10

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## PUBLIC SERVICE COMPANY OF COLORADO

		2 <sup>nd</sup> Sub. Or	iginal	Sheet No. R7A
P.O. Box 840 Denver, CO 80201-0840				Cancels Sheet No.
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		GENERAL		
available to approachedule service the individual applicable to an explain the congoverning the strate schedule	plicant for ser e shall be sup rate schedule. ny class of ser onditions, char several rate so most suitable be responsible	s on file at the vice. Applicant splied subject to the When there are revice Company will, racter of install chedules and assist for applicant's for the final selectly therefore.	shall elect the terms a two or mon upon requ lation or st in the requiremer	under which rate and conditions of re rate schedules est of applicant, use of service selection of the ats. Applicant,
ADVICE LETTER NUMBER 608			ISSUE DATE	April 18, 2003
DECISION NUMBER C03-0	)285	VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE _	May 19, 2003

Original R8 Sheet No. Colo. PUC No. 6 cancels P O Roy 840 Cancels Colo. PUC Nos. 2, 2A, 4 & 5 Denver, CO 80201-0840 Sheet No.

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 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.
- Bill investigations. 2.
- 3. Customer service complaint investigations.
- Changing customer's equipment due to changes in service 4. characteristics.
- 5. Routine maintenance of Company facilities.
- 6. Relight pilots and perform other services resulting from outages on Company's system.

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

ADVICE LETTER	F00		ISSUE		100
NUMBER	500	 	DATE	September 2	<u>26, 1</u> 99

**DECISION** C95-796 NUMBER

VICE PRESIDENT Rates & Regulatory Affairs

**EFFECTIVE** October 1, 1995 DATE

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

Sub. Fifth Revised Sheet No. R9

Fourth Revised Sheet No. R9

#### 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 based on the number of days in the shortened initial and final bills 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. The second 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, 2008
DECISION NUMBER	C08-1311	VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	January 1, 2009

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Sub. First Revised R9A Sheet No. \_ P O Roy 840 Cancels Original R9A Denver, CO 80201-0840 Sheet No.

RULES AND REGULATIONS

## NATURAL GAS SERVICE

**GENERAL** 

## MONTHLY BILLS - Cont'd

commercial industrial customers receiving and service Schedule CLG the Company shall prepare an initial or final bill using the C However, for an initial or a final bill for a metering data available. period less than the scheduled monthly billing period the Company will C prorate the applicable monthly minimum charges consistent with the prorate C 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 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 If the customer fails to receive a bill, the Company, upon presentation. request, will issue a duplicate. However, failure to receive a bill in no way exempts the customer from payment for service rendered.

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

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

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

Sub. Fifth Revised R10 Sheet No. P O Roy 840 Cancels Fourth Revised R10 Denver, CO 80201-0840 Sheet No. .

#### RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### GENERAL

## CREDIT OR DEBIT CARD PAYMENT OPTION

Customers served under Residential Service, Schedule RG or, Small T Commercial Service under Schedule CSG may elect, at their option, to pay|T|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 Service Lateral Connection and Distribution Main Extension Policy.

#### POSSESSION OF GAS

Company shall be in control and possession of the natural 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.

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

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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 S 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 S proposed additions or alterations in order that the Company may first S determine if the service desired is available and, if so, that the S 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 _	September 24, 2003
DECISION NUMBER	R03-1027	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, authority or orders of government, or any other causes and contingencies beyond its control.

ADVICE LETTER NUMBER _ 537	ISSUE DATE	June 26, 1998

 DECISION
 VICE PRESIDENT

 NUMBER
 R98-529
 Rates & Regulatory Affairs

EFFECTIVE DATE July 1, 1998

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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.

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DECISION NUMBER	R98-529	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 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
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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 June 26, 1998

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

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#### PUBLIC SERVICE COMPANY OF COLORADO

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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 T 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 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. However, Company reserves the right to specify the pressure to be carried at the Point of Delivery. The Company will maintain the gas pressure at the outlet of the meter with as little variation as practicable.

## MEASUREMENT OF SERVICE

Volume Determination

Gas volume determination shall be done by metering which conforms to M appropriate industry standards or practices, or for gas received, by M methods as agreed upon. Appropriate industry standards shall include but M 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),

Third Edition of AGA Report No. 3 (ANSI/API 2530), Orifice Metering of Natural Gas. The Company may adopt any subsequent amendments in the exercise of its reasonable judgment.

ADVICE LETTER NUMBER 743 ISSUE DATE December 23, 2008

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

Sub. Third Revised R18 Sheet No. P.O. Box 840 Cancels Second Revised R18 Denver, CO 80201-0840 Sheet No.

#### RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### STANDARDS

#### MEASUREMENT OF SERVICE

Volume Determination - Cont'd

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 prior to the date when Company has adopted the Third Edition need not conform to the Third Edition of AGA Report No. 3, but shall comply with the 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 The Company shall, determine the location for, install, own, deliveries. 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 substitute such new method or technique.

## MEASUREMENT EQUIPMENT AND TESTING

## Testing Equipment

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

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**EFFECTIVE** January 1, 2009 DATE

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#### RULES AND REGULATIONS

## NATURAL GAS SERVICE

## **STANDARDS**

## MEASUREMENT EQUIPMENT AND TESTING - Cont'd

Measurement Equipment

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

## Accuracy and Routine Testing

The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas meters in use. All meters will be tested for accuracy of adjustment and registration before installation and shall be tested in accordance with the test schedule hereinafter set forth and, if inaccuracy is found, such meters shall be adjusted to register within one percent of accuracy.

a: Diaphragm Type Meters

All diaphragm meters shall be tested in accordance with the Selective Testing Program on file or as amended and filed with The Public Utilities Commission of the State of Colorado. If inaccuracy is found, meters shall be adjusted to register within one percent of accuracy when passing gas at twenty percent of the meter's rated capacity at a differential pressure of one-half inch water column, as soon as practicable.

- b: 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 in five years.
  - (2) 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 six months.

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

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

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

Orifice metering equipment shall be tested at least once each

d: Turbine type meters shall be tested at least once each year.

## Testing upon Request

year.

The Company, at any time, may test any of its meters. Upon written request of a customer, the Company will test the accuracy of the delivery meter installed at customer's premises free of charge if said meter has not been tested within the 12-month period just prior to such request. Any meter so tested will be considered accurate if the average accuracy of the meter is within 2% plus or minus. Upon request of the customer to said Commission, a representative of said Commission will be present when such test is made.

#### Measurement Errors

- If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted to measure accurately. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test, or by previous recording, receipts or deliveries through such equipment shall be estimated based upon the first of the following methods which is feasible:
  - (a) By using the registration of any check meter or meters, if installed and accurately registering, or, in the absence of (a);
  - (b) Ву correcting the error if the percentage of error ascertainable calibration, by special test, mathematical calculation, or, in the absence of (a) and (b);
  - (c) By estimating the quantity of gas received or delivered based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

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#### RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### **STANDARDS**

## GAS BILLING

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

- a. Rate Classes RG, RGL, CSG, CLG and CGL. For the purpose of T 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 T Dekatherms for these rate classes, the metered volumes, adjusted for temperature, and other correction factors, shall be pressure, converted to Standard Conditions and then multiplied the appropriate Energy Factors as set forth herein.

## Volume Adjustments

- If, upon any test, the measuring equipment in the aggregate is found to be inaccurate by more than two percent (2%), correction of the amount inaccurately determined shall be made pursuant to the provisions for Measurement Errors, herein.
  - a. If any meter so tested is found to be more than 2% fast, the Company will adjust the natural gas used, for a period equal to one-half the time since the previous test, and will rebill the adjusted amounts, provided said adjustment period shall not exceed two years, and Company will refund to customer the difference between the bills as rendered for such period and the adjusted bills.
  - b. If any meter so tested is found to be more than 2% slow, Company may collect from customer the difference between bills as rendered and corrected bills for a period equal to one-half the time since the previous test, but not to exceed six months.
  - c. If any meter is found not to register, to register intermittently, or to partially register for any period, the Company may collect for the gas service used but not registered on the meter for a period limited to six months for Residential and Small Commercial gas service, under Schedule CSG or twenty-four months for all other rate classes. There shall be no Limitation for Collection in the event of energy diversion or subterfuge.

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

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

## BILLING ERRORS

Denver, CO 80201-0840

The Company will exercise all reasonable means to assure accurate computation of all bills for gas service. Customer agrees to accept the Company's accounting for gas measurement and billing. In the event errors in billing occur, Company shall refund to customer the amount of any overcharge having resulted therefrom and, likewise, shall have the right to collect from customer the amount of any undercharge as set forth hereunder. billing error shall be any and all errors arising from billing determinants, including but not limited to, an incorrect multiplier, an incorrect register, and/or an incorrect billing calculation. For Residential or Commercial-Small Service under Schedule CSG, the time period for which billing and collection of over charges shall be limited to the twenty-four |T|(24) month period immediately preceding the discovery of the billing error |T|and any under charge shall be limited to the six month period immediately | extstyle T|preceding the discovery of the billing error. For Commercial and Industrial Service under Schedule CLG, and all Gas Transportation Service under Schedules TFS, TFL and TI, the period of time for which billing and collection of under charges or refund of over charges shall be limited to the twenty-four (24) month period immediately preceding the discovery of the The provisions of this section shall not apply to meters billing error. that have been bypassed or in any way involved in energy diversion or in cases of subterfuge.

## GAS PROPERTY DETERMINATION

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

ADVICE LETTER ISSUE 749 February 25, 2009 NUMBER DATE DECISION VICE PRESIDENT **EFFECTIVE** March 28, 2009 NUMBER Rates & Regulatory Affairs DATE

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#### RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### STANDARDS

## GAS PROPERTY DETERMINATION - Cont'd

Heating Value (Hv) and Specific Gravity

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

Determination of compressibility factors for use in Hv and specific gravity calculations may be done in accordance with GPA Standard 2172-86, or by any other means consistent with appropriate industry standards or practices.

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

Hv and specific gravity determination will be done at intervals as 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 applied in conjunction with electronic volume measurement, the Hv signal and specific gravity signal shall be processed by the computer.

For Hv and specific gravity determination by continuous sample, spot sample, and recording chart, the properties applied to volume or energy determination may be based on historical data. This practice may be as otherwise agreed upon for gas received.

	rentional chart measureme	y chart recording applied ent for gas volumes, the rded shall be applied.
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#### PUBLIC SERVICE COMPANY OF COLORADO

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Second Revised

First Revised

RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

## GAS PROPERTY DETERMINATION - Cont'd

Determination of Compressibility Factors

Compressibility factors for volume calculation shall be determined in accordance with an industry standard or practice as considered appropriate in the Company's exercise of its reasonable judgment, or for gas received, by methods as agreed upon. Appropriate methods include AGA NX-19 and the 1992 Edition of the AGA Transmission Measurement Committee Report No. 8.

The required gas composition values will be determined at intervals as found necessary in the exercise of the Company's reasonable judgment. For gas delivered, intervals shall not exceed 12 months. For gas received, intervals shall not exceed 12 months and may be as otherwise agreed upon or required. The Company may apply known properties as determined at some upstream or representative location in the Company's system.

For compressibility factor determination by continuous sample, spot sample, and recording chart, applied properties may be based on historical data. Practice may be as otherwise agreed upon for gas received.

## Determination of Temperature

If temperature compensation is applied in conjunction with conventional chart measurement for gas volumes, the temperature of the gas shall be determined by means of a recording thermometer. The arithmetic average of temperatures for each day shall be used in computing the temperature of the gas during such day.

## Determination of Atmospheric Pressure

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

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

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

## GAS QUALITY SPECIFICATIONS

## Minimum Heating Value

The minimum monthly average heating value of natural gas delivered by the Company shall be:

- a. 945 Btu/scf in the Denver, North Metro, Boulder, Pueblo, San Luis Valley, Mountain and Sterling areas.
- b. 965 Btu/scf in the Northern (including the Northern Portion of Boulder), High Plains (except Sterling) and Rifle areas.
- c. 865 Btu/scf in the Grand Junction, Meeker, Craig, Hayden, and Steamboat areas.

## 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  $F_P$  = Altitude Factor

 $F_{\text{T}}$  = Temperature Factor

 $F_E$  = Energy Factor

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#### PUBLIC SERVICE COMPANY OF COLORADO

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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 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	5,700	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

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## 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 for the 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:

$$P_{atm} = 14.696 \times 10^{-0.0000157H}$$

where  $P_{atm}$  = atmospheric pressure (psia)

H = elevation above sea level (ft)

There are 13 values of H corresponding to the above-listed mean altitudes. 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  $P_{\text{meter}}$  = 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.

2. Energy Factor  $(F_E)$  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. The 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:

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**STANDARDS** 

THERM CONVERSION - Cont'd

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## 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 following equation:

> $\mathbf{F}_{\mathrm{E}}$ 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 Gas composition analysis is based on American Society remaining supplies. 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.

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### **STANDARDS**

## THERM CONVERSION - Cont'd

 $\overline{\text{Tempe}}$  rature Factor ( $F_T$  ) 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 C set at 1.0000.

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

ADVICE LETTER 580 August 10, 2001 ISSUE NUMBER DATE September 10, 2001 DECISION VICE PRESIDENT **EFFECTIVE** NUMBER Rates & Regulatory Affairs DATE

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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 territory served by the Company.

## GENERAL PROVISIONS

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

Where natural gas service is to be supplied by the Company from a $|_{\mathrm{C}}$ transmission main that is not a Company-owned Transmission Main, 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, 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 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 will designate the service requested as Indeterminate, or Temporary in accordance with the definitions hereinset forth under Distribution Extension Plans 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 ISSUE 811 December 9, 2011 NUMBER DATE DECISION VICE PRESIDENT **EFFECTIVE** R11-1134 January 1, 2012 NUMBER Rates & Regulatory Affairs DATE

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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

## Applicant

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.

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

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 T 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 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.

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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. A 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 a 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.

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NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

DEFINITION OF TERMS - Cont'd

## Incremental Service Charge

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 appropriate allocable administrative maintenance, associated with the facilities installed. The Monthly Incremental 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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## 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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## 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 higher pressures than the Company's Distribution Main.

## Uneconomic Extension

uneconomic extension shall be defined as a Distribution Main 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.

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NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

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 or Dekatherms C as a Construction Allowance.

The Company shall bear the expense up to the respective Construction herein. set forth Commercial, Interruptible Allowances For 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 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 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 required as part of the Extension Agreement or Construction Agreement to C 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 the Construction Allowance. The Construction Allowance for the Distribution C Main Portion will be credited only when service is physically connected and a C permanent service meter is set; however, Construction Allowances will be C awarded at the execution of the Extension Agreement or Construction C Permanent Service if Company estimates will be physically C connected within one year from the execution date of the Extension Agreement C or Construction Agreement.

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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		VICE PRESIDENT	EFFECTIVE	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 90) days after the C Construction Completion date.

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NATURAL GAS SERVICE

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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, C Applicant or Applicants shall be required to pay to Company as a non-C refundable 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 the development C subdivision approved by the jurisdictional governmental submitted. For gas service of an indeterminate character involving real C estate subdivisions and development of land for sale, where Refunds are C possible and where Applicant and Company execute an Extension Agreement, Applicant or Applicants shall be required to advance payment to Company as a C potentially Refundable Construction Payment the entire estimated cost for C necessary overhead or underground gas Distribution Main Extension facilities. C The Company will award Construction Allowances as meters are set within the C Open Extension Period, if the gas service to the metered property is properly C reclassified as Permanent Service. In addition, any remaining Construction C Payment for the Distribution Main Extension only may be Refundable in part C or in its entirety during the Open Extension Period if other customers C participate in the Distribution Line Extension after which any remaining C unrefunded Construction Payment becomes non-refundable. For all other C 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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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 estimated cost of installing and removing all necessary 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 in C instances where the Company determines that no potential Refunds are possible C such that there are no potential new customers to be served by the extension.

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

et No R42

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 considering costs of any and Construction Allowance provided by such additional customer or customers, as well as appropriate sharing of Construction Payment all customers to be requirements among 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 qas Construction Payments or the reduction or elimination of the Construction Payment Agreement amounts, where appropriate, will be calculated and paid or adjusted once each year during the Refund period and at a time determined by Company. Each customer having made a Construction Payment will receive as a Refund the 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.

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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 C 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 customers. The portion of customer Construction Payments under an Extension C Agreement required from said Permanent Service or Temporary Service C customers resulting from said allocation will then become a part of an annual Refund as determined by Company to be made to customers on the Plan T B extension, and would be in addition to the amount of Refund based on T Construction Allowance being made otherwise.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

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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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 Transportation Service Agreement in instances where the revenue derived from such Gas Transportation Service Agreement provides the Company an stream of revenue sufficient to continuous assured and support necessary investment and other ongoing costs associated therewith. 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 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 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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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

EXTENSIONS FOR A LOCAL DISTRIBUTION COMPANY CUSTOMER - Cont'd

### DISTRIBUTION MAIN EXTENSIONS AND DISTRIBUTION REINFORCEMENTS - Con't

the event that the Construction Costs exceed the Construction Allowance for Distribution Main Extension Distribution а or а 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 T pay all or any combination of an additional minimum monthly amount for Firm Capacity Reservation Charges, a minimum amount of Usage Charges, Incremental Service Charges. The provisions regarding any of the above C 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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NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

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 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

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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RULES AND REGULATIONS

NATURAL GAS SERVICE

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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NATURAL GAS SERVICE

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 Peak Day Quantity (PDQ), related to the customer's total load requirements, Company will make such Reinforcements at its expense. For all customers that receive service under a rate schedule for which the Distribution Portion of the Construction Allowance is based on PDO, 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 cost 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 non-residential Commercial development shall be considered 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 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.

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R50

#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

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 The provisions regarding any of the above C Incremental Service Charges. 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

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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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

# EXCEPTION

In situations involving Distribution Main Extensions where both: 1) 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 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. estimated Construction Costs for a Distribution Main Extension will include projected interest expense, at the Company's after 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 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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Third Revised Sheet No. R52

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RULES AND REGULATIONS

NATURAL GAS SERVICE

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 Construction Cost. The Application for Gas and Electric Services Form is 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 and Construction Cost estimate.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

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**

P.O. Box 840 P.o. Box 800 Ponver, CO 80201-0840 P.

# RULES AND REGULATIONS

# NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

# CONSTRUCTION ALLOWANCE BY SERVICE CLASS

Service Class and Rate Schedules	Construction Allowance		
Ser-	vice 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	\$1,121 \$1,122 \$1,122	\$4.52/DTH \$3.43/DTH \$0.98/DTH	
*Note: The Distribution Main portion of the reduced at the same percentage that discounted.			

ADVICE LETTER NUMBER 865 ISSUE DATE June 27, 2014

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2 <sup>nd</sup> Sub.	Original	Cancels Sheet No	R55

#### 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.

ADVICE LETTER NUMBER	865		ISSUE DATE	June	27,	2014	
DECISION NUMBER		VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE	July	28,	2014	

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First	First Revised		R56
Sub.	Original	Cancels Sheet No.	R56

#### 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.

ADVICE LETTER NUMBER 865 ISSUE DATE June 27, 2014

DECISION NUMBER VICE PRESIDENT Rates & Regulatory Affairs DATE July 28, 2014

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First Revised	Sheet No	R57
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#### RULES AND REGULATIONS

### NATURAL GAS SERVICE

#### TEMPORARY GAS ATTACHMENT SCHEDULING

# VALIDATION CHARGE - Cont'd

the Validation Charge payable pursuant amount of 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

ADVICE LETTER NUMBER 865

DECISION VICE PRESIDENT Rates & Regulatory Affairs

NUMBER \_\_\_\_\_\_ DATE July 28, 2014

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PUBLIC SERVICE COMPANY OF COLO	ORADO Sub. Original	Sheet No. R58
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No.
	RULES AND REGULATIONS	
	NATURAL GAS SERVICE	
TEMPORA	ARY GAS ATTACHMENT SCHEDUI	LING
TRANSFER OF GAS - Cont'd Gas associated with building replaced, will become avaitable waiting list in accordance special rules unless said of trading in or sale of commit or priority in receiving uniform administrative process.	lable for allocation to with the priority syst gas has been previously to the to provide new or such commitments, the Commitments,	customers on Company's cem set forth in these ransferred. To prevent additional gas service, Company may adopt such
developers or others desiri and constructed within the with Company. The special terms of the extension policonstruction allowance purp. The refund period during wareceive refunds on his congregate amount of time tadditional loads within the	eir development may do se agreement will provide ficy and will not recognize ooses until such time as which the Applicant for construction deposit will that Company has been und development. The ers having on deposit ware still within the reficy, shall have their refice Company is unable to co	tion system extended to o by special agreement for the extension under ze any revenue for free gas becomes available. service is entitled to be extended for the able to connect new or ith Company unrefunded fund period as set forth fund period extended by
CONTINUATION OF SERVICE Extension of natural garantees and Regulations shall such service in the event due to a shortage in the su	curtailment of natural g	ntee of continuation of
SPECIAL CONDITIONS  The foregoing provision Regulations are subject to where application of same would reapplication of same would respond to the same would reapplication of same would respond to the	would cause extreme perso	otal in specific cases onal hardships, or when
ADVICE LETTER NUMBER DECISION	VICE PRESIDENT	ISSUE DATE  June 27, 2014  EFFECTIVE DATE  July 28, 2014

#### COLO. PUC No. 6 Gas

PUBLIC SERVICE COMPANY OF COLORADO					
		Original	 Sheet No.	R59	
P.O. Box 840 Denver, CO 80201-0840			Cancels Sheet No.		
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RULES	AND	REGULATIONS			

### NATURAL GAS SERVICE

### EXCESS FLOW VALVE

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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. 2017, April PHMSA amended this requirement to 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 "Service Lateral Extension and Distribution Main 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 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. Eliqible customers sign an agreement to pay the full cost prior installation. Estimates are good for 90 days from the date of issue.

ADVICE LETTER NUMBER	915		ISSUE DATE	August	3,	2017
DECISION NUMBER		VICE PRESIDENT Rates & Regulatory Affairs	EFFECTIVE DATE SE	eptember	3,	2017

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

Fourth Revised S1 Sheet No. Cancels Third Revised S1 Sheet No.

# GENERAL TERMS AND CONDITIONS

# NATURAL GAS SALES SERVICE

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ADVICE LETTER

**DECISION** 

NUMBER

649 NUMBER

R05-0619

VICE PRESIDENT.

Policy Development

**ISSUE** DATE

June 14, 2005

**EFFECTIVE** DATE

August 15, 2005

Original S2 Sheet No. \_ Colo. PUC No. 6 cancels Colo. PUC Nos. 2, 2A, 4 & 5 Sheet No. Cancels

P O Roy 840 Denver, CO 80201-0840

#### 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 except specifically provided herein. as 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, 1995
DECISION NUMBER	C95-796	VICE PRESIDENT, Policy Development	EFFECTIVE DATE	October 1, 1995

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Denver, CO 80201-0840

Third Revised Sheet No. S3

Sub. Second Revised Sheet No. S3

Sub. Second Revised Sheet No. S3

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 status. 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 credit record with the Company in accordance with (3) below shall be deemed to have a satisfactory credit record with the Company in themselves and shall 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;

- (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 NUMBER	929		ISSUE DATE	May 4,	2018
DECISION NUMBER		VICE PRESIDENT, Policy Development	EFFECTIVE DATE	June 4,	2018

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P.O. Box 840 Denver, CO 80201-0840 Twenty-fourth Revised S4 Sheet No. Cancels

Twenty-third Revised

Sheet No. -

S4

#### 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 an 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. 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 guarantor's service subject to discontinuance in event the guaranteed bills are not satisfactorily paid.
- (5) Deposits shall be refunded after a twelve month period if no 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 Refunds will otherwise be made only at eligible for refund. such time as service is discontinued at customer's request and all outstanding bills have been paid. Interest at the rate of 2.05 percent per annum shall be paid during the period January I through December 31, 2019 on customer deposits. T 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 interest rate change.
- any required deposit (6) remains unpaid 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.

thirty (30) days

ADVICE LETTER NUMBER

937

C18-0938

VICE PRESIDENT. Rates & Regulatory Affairs

ISSUE DATE

November 29, 2018

**EFFECTIVE** January 1, 2019 DATE

DECISION NUMBER

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

Sub. Third Revised
Sheet No. S5

Second Revised
Sheet No. S5
Sheet No. S5

#### GENERAL TERMS AND CONDITIONS

#### NATURAL GAS SALES SERVICE

#### RESIDENTIAL

# RESIDENTIAL DEPOSITS AND REFUNDS - Cont'd

(7) 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 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 649 ISSUE DATE June 14, 2005

DECISION NUMBER R05-0619 VICE PRESIDENT, Rates & Regulatory Affairs DATE August 15, 2005

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	First Revised	Sheet No	S5A
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#### GENERAL TERMS AND CONDITIONS

### NATURAL GAS SALES SERVICE

#### RESIDENTIAL

### DISCONTINUANCE OF SERVICE BY COMPANY - RESIDENTIAL

Company may discontinue service upon not less than fifteen (15) days Company 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 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 a 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 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 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 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.

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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Fourth Revised	Sheet No.	S6
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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 month 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 As an alternative payment 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, and the 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 six months from the date the original installment payment plan Marrangement was entered into.

Discontinuance of service in accordance with (1) above shall also not $|_{
m N}$ a customer is a Qualifying Customer Electric N under the Affordability Program section of this tariff.

ISSUE ADVICE LETTER 822 June 28, 2012 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** C12-0691 July 1, 2012 Rates & Regulatory Affairs NUMBER DATE

 First Revised
 Sheet No.
 S7

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 Original
 Cancels Sheet No.
 S7

#### 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 sixty (60) 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 health hazard is certified by a physician licensed by the State of Colorado or a health practitioner licensed by the State of Colorado and acting under a physician's authority. Such health hazard 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. Service will not be discontinued for an additional thirty (30) day period upon receipt by Company of a second medical health hazard certification prior to the expiration of the initial sixty (60) day period. Requests for delays in termination of service for Thealth and safety purposes cannot be more frequent than once in any twelve (12) consecutive month period beginning with the date of the first medical T certification.

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 822 ISSUE DATE June 28, 2012

DECISION NUMBER C12-0691 VICE PRESIDENT, Rates & Regulatory Affairs DATE July 1, 2012

**DECISION** 

NUMBER

P.O. Box 840
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Second Revised
Sheet No. S8

First Revised
Sheet No. S8

Second Revised
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#### GENERAL TERMS AND CONDITIONS

# NATURAL GAS SALES SERVICE

#### RESIDENTIAL

## 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 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 Occupants of a multi-unit dwelling may avoid termination by D dwelling. agreeing to pay each new bill within thirty (30) days of issuance. D Occupants so agreeing shall not be entitled to installment payments or any D other payment plan and may be discontinued without further notice or D attempt at personal contact for failure to pay each new bill within thirty T (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 12:00 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.

DVICE LETTER JMBER834	 ISSUE DATE	January 22, 2013

VICE PRESIDENT,

Rates & Regulatory Affairs

**EFFECTIVE** 

DATE

February 21, 2013

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

Fourth Revised	Sheet No	S9
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#### 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 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, N 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 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 a denominator of 365 days. Unless a review on the subsequent fourth  $(4^{th})$ , seventh (7<sup>th</sup>) or tenth (10<sup>th</sup>) 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 (12<sup>th</sup>) 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

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First Revised
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Sheet No. S9A

#### 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. 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.

ADVICE LETTER NUMBER 625		ISSUE DATE _	April 30, 2004
DECISION NUMBER	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE _	June 1, 2004

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# COLO. PUC No. 6 Gas

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# **PUBLIC SERVICE COMPANY OF COLORADO**

Sub. First Revised S9B Sheet No. P.O. Box 840 Cancels S9B Original Denver, CO 80201-0840 Sheet No.

### GENERAL TERMS AND CONDITIONS

### NATURAL GAS SALES SERVICE

#### RESIDENTIAL

AVERAGED	MONTHLY	PAYMENT	PLAN	FOR	RESIDENTIAL	CUSTOMERS	_	Cont'	Ċ

The monthly, averaged monthly payment will be adjusted for amount changes in the Company's base rates, changes in general rate schedule T 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 **ISSUE** 625 Amended May 25, 2004 NUMBER DATE DECISION VICE PRESIDENT. **EFFECTIVE** June 1, 2004 Rates & Regulatory Affairs NUMBER DATE

P.O. Box 840 Denver, CO 80201-0840 Sub. Sixth Revised Sheet No. S10

Fifth Revised Sheet No. S10

#### 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. enterprises will include but not be limited to clubs, 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, manufacturing, agriculture, livestock production, mining, 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)  $\underline{\text{Commercial Service}}$  is the use of natural gas for all general commercial purposes.
- (b) 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 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

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

Third Revised
Sub. Second Revised
Sub. Second Revised
Sheet No. S11

#### 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 T not meet 750 or higher as determined by the Advanced Energy Risk Model.

ADVICE LETTER NUMBER 929 ISSUE DATE May 4, 2018

DECISION VICE PRESIDENT, Rates & Regulatory Affairs DATE June 4, 2018

P O Roy 840 Denver, CO 80201-0840 Fourteenth Revised Sheet No. S12 Cancels Sheet No. \_S12 Thirteenth Revised

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 an 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 service. Service must have ended no earlier than 60 days prior 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 quarantee of payment agreement. Signing of this agreement guarantees 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 discontinuance in event the guaranteed bills 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 Refunds will otherwise be made only at eligible for refund. such time as service is discontinued at customer's request and all outstanding bills have been paid. Interest at the rate of 2.05 percent per annum shall be paid during the period January I 1, 2019 through December 31, 2019 on customer deposits. Interest T 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.
- (6) If any required deposit remains unpaid 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

937

VICE PRESIDENT. Rates & Regulatory Affairs

ISSUE DATE

November 29, 2018

**EFFECTIVE** January 1, 2019 DATE

DECISION C18-0938 NUMBER

Sub. Thirteenth Revised Sheet No. S13 Cancels Twelfth Revised S13 Sheet No.

P O Roy 840 Denver, CO 80201-0840

#### GENERAL TERMS AND CONDITIONS

#### NATURAL GAS SALES SERVICE

#### COMMERCIAL

### COMMERCIAL DEPOSITS AND REFUNDS - Cont'd

subterfuge shall result in the billing of a (7)An act of Subterfuge includes, but is not limited required deposit. to, the use of a fictitious name by applicant for service to avoid paying prior indebtedness to Company; 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.

Any commercial deposit as required herein is not to be (8)considered as advance payment or partial payment of any bill for service and shall not be transferable. 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 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 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 The Company may prorate and estimate the final bill for a period Holidays. 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.

ISSUE ADVICE LETTER 693 December 15, 2006 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** January 1, 2007 DATE

R06-1416 NUMBER

Policy Development

	First Revised	Sheet No	S14
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# 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 Company 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 SUE DATE June 5, 2006

DECISION VICE PRESIDENT, Policy Development DATE July 6, 2006

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

First Revised
Original
Cancels
Sheet No. S15

# 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. 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 In addition, a copy of said notice shall be posted, to the extent each unit. possible, in at least one of the common areas of the multi-unit dwelling. 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	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 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, N 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 (4th), seventh (7th) or tenth (10<sup>th</sup>) 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 The twelfth (12<sup>th</sup>) month's payment shall customer for eleven (11) months. 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, Policy Development	EFFECTIVE DATE	June 25, 2006

P.O. Box 840 Denver, CO 80201-0840 Sub. Third Revised Sheet No. S16A

Sub. Second Revised 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. 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 VICE PRESIDENT, Policy Development 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
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ADVICE LETTER NUMBER 625			ISSUE DATE	April 30,	2004
DECISION NUMBER	V 	ICE PRESIDENT, olicy Development	EFFECTIVE DATE	June 1, 2	004

		First Revised		Sheet No		
P.O. Box 840 Denver, CO 80201-0840		Original		Cancels — Sheet No. —	S16C	
	RESERVED FO	R FUTURE FILING				
ADVICE LETTER NUMBER625			ISSUE DATE _	April 30,	2004	
DECISION NI IMBER	VIC	CE PRESIDENT,	EFFECTIVE	June 1, 2	2004	

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 Cancels Sheet No.
 S17

# 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 for commercial and industrial manufacturing or processing uses or for 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) <u>Interruptible Industrial</u> is the use of natural gas for commercial, C 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 the general operating conditions of both customer and Company are such that service shall be supplied under the Interruptible Industrial schedule.

# Prior Rights

1. Residential and Commercial gas customers have priority to the use of available natural gas service over all Industrial gas customers.

# Combined Service

Where the total load of a customer served at one point of delivery cannot be combined under one classification for billing purposes due to restrictions in the applicable schedule, customer

shall so arrange his piping so that each class of service can be separately metered and billed under the applicable schedule.

ADVICE LETTER NUMBER	. 011		ISSUE DATE _	December 9, 2011		
DECISION NUMBER	R11-1134	VICE PRESIDENT, Policy Development	EFFECTIVE DATE	January 1, 2012		

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Denver, CO 80201-0840

Original
Colo. PUC No. 6 cancels
Colo. PUC Nos. 2, 2A, 4 & 5
Sheet No. S18

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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

A 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.

# 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.

ADVICE LETTER NUMBER	500		ISSUE DATE _	September 26, 1995
DECISION NUMBER	C95-796	VICE PRESIDENT, Policy Development	EFFECTIVE DATE _	October 1, 1995

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Original
Colo. PUC No. 6 cancels
Colo. PUC Nos. 2, 2A, 4 & 5
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Cancels
Sheet No. S19

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		ISSUE DATE _	September 26, 1995
DECISION NUMBER	C95-796	VICE PRESIDENT, Policy Development	EFFECTIVE DATE _	October 1, 1995

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Sheet No. \_

S20

Twenty-fourth Revised

Cancels Sheet No. .

S20

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

# 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 2.05 percent per annum shall be paid during the period January 1, 2019 through December 31, 2019 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

937

C18-0938

VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

November 29, 2018

EFFECTIVE DATE

E January 1, 2019

DECISION NUMBER

written notice of broken arrangements.

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

Second Revised
Sheet No. S21

Sub. First Revised
Sheet No. S21

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

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ADVICE LETTER NUMBER 676 ISSUE DATE June 5, 2006

DECISION VICE PRESIDENT, Policy Development DATE July 6, 2006

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

Sheet No. S22

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 In addition, a copy of said notice shall be posted, to the extent each unit. possible, in at least one of the common areas of the multi-unit dwelling. 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 6	76		ISSUE DATE _	June 5, 2	2006
DECISION NUMBER		VICE PRESIDENT, Policy Development	EFFECTIVE DATE	July 6,	2006

P.O. Box 840 Denver, CO 80201-0840 Fourth Revised S23 Sheet No. Cancels Third Revised S23 Sheet No.

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

# RESTORATION OF SERVICE - INDUSTRIAL

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, reconnection charges, applicable collection or 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<sup>th</sup>), seventh (7<sup>th</sup>) or tenth (10<sup>th</sup>) 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<sup>th</sup>) 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 May 25, 2006 674 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** June 25, 2006 DATE NUMBER Policy Development

P.O. Box 840 Denver, CO 80201-0840 Sub. Second Revised Sheet No. S23A

Sub. First Revised Sheet No. S23A

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

# 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 T 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

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 VICE PRESIDENT, Policy Development DATE June 1, 2004

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Sub. First Revised

Sheet No. S24-S25

# **PUBLIC SERVICE COMPANY OF COLORADO**

P.O. Box 840 Denver, CO 80201-0840 Cancels Original S24-S25 Sheet No. -D RESERVED FOR FUTURE FILING ADVICE LETTER **ISSUE** 567 July 31, 2000 NUMBER DATE **DECISION** VICE PRESIDENT, **EFFECTIVE** C00-801 August 1, 2000 NUMBER Policy Development DATE

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P.O. Box 840 Denver, CO 8020	1-0840		First	Revised		Cancels Sheet No	S26
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		RESERVED FO	R FUTURE	FILING			
ADVICE LETTER NUMBER	567				ISSUE DATE	July 31,	2000
DECISION NUMBER	C00-801	V	ICE PRESIDENT, blicy Development		EFFECTIVE DATE	August 1	, 2000

			Sub. First Re	vised	Sheet No.	S27-S33
P.O. Box 840 Denver, CO 8020	1-0840		Original		Cancels Sheet No.	S27-S33
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ADVICE LETTER	F.C.7			ISSUE	T1 21	2000
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NUMBER	C00 001	Poli	cy Development	DATE	August .	±, 2000

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Sixth Revised Т1 Sheet No. Cancels Sub. Fifth Revised Т1 Sheet No.

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**DECISION** 

NUMBER

VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE May 31, 2012

EFFECTIVE July 1, 2012 DATE

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

Sub.	Second	Revised	Sheet No	T1A
Firs	t Revise	ed	Cancels Sheet No.	T1A

# GAS TRANSPORTATION TERMS AND CONDITIONS

#### GENERAL STATEMENT

The following Gas Transportation Terms and Conditions, filed with The Public  $^{\mid \text{C} \mid}$ Utilities Commission of the State of Colorado as part of Company's Transportation tariff, set forth the terms and conditions under which Transportation Service is provided and govern all classes of such service in all territory served by Company. They are subject to termination, change, modification, in whole or in part, at any time as provided by the rules of The Public Utilities Commission of the State of Colorado. Gas Transportation Service furnished by Company is also subject to The Public Utilities Commission of the State of Colorado's Rules Regulating Gas Utilities and Pipeline Operators and Company's Rules and Regulations for Natural Gas Service. In the event conflict exists between Company's Gas Transportation Terms and Conditions and the Rules and Regulations for Natural Gas Service, the Gas Transportation Terms and Conditions shall control.

These Gas Transportation Terms and Conditions are applicable to all existing and new Shippers and Receiving Party(s) receiving Gas Transportation Service.

Any waiver at any time of the Company'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 breach or other matter subsequently occurring.

# SHIPPER AND RECEIVING PARTY(S) ACKNOWLEDGMENTS

Shipper and each Receiving Party receiving Shipper's gas through Company's System acknowledges that all service provided to Shipper and the Receiving Party(s) hereunder is for the benefit of the Receiving Party(s), and in the event that Shipper or the Receiving Party fails to make timely payment for any service provided under this schedule, or is in violation of any rule or regulation of Company or The Public Utilities Commission of the State of Colorado, all service provided to Shipper and Receiving Party shall be subject to termination in accordance with Company's Rules and Regulations for Natural Gas Service.

A Receiving Party may authorize an agent to manage gas transportation services provided by Company to Receiving Party's end use facilities, and to perform its responsibilities therefor, by providing an executed Agency Agreement in one of the two forms, as appropriate, provided in these Gas Transportation Terms and Conditions. The Receiving Party or the Receiving Party's agent may enter into the Service Agreement with Company for such service, thereby becoming the Shipper for purposes of these Gas Transportation Terms and Conditions. A Shipper may simultaneously act as agent for multiple Receiving Parties and enter into a Master Agreement with Company in its own name for the purpose of performing gas transportation responsibilities on behalf of multiple Receiving Parties. Alternatively, a Receiving Party that has executed its own Service Agreement with Company, and is therefore a Shipper, may authorize an agent to manage gas

transportation services provided by Company to the Receiving Party's end use facilities, and to perform its responsibilities therefor, by providing an executed Agency Agreement in the form provided in these Gas Transportation Terms and Conditions (for use when Receiving Party has executed a Service Agreement).

(Continued on Sheet No. T2)

ADVICE LETTER NUMBER	688		ISSUE DATE	November 29, 2006
DECISION NUMBER	R06-1261	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	December 1, 2006

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Sub.	Fourth	n Revised	Sh	eet No.	Т2
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#### GAS TRANSPORTATION TERMS AND CONDITIONS

#### DEFINITION OF TERMS

Agency Agreement - Agreement, in one of the two forms included in these Gas N Transportation Terms and Conditions, through which a Receiving Party authorizes a third party to manage gas transportation service provided by Company to the Receiving Party's end-use facilities. One form is applicable where the Receiving Party designates the Shipper under a Master Agreement as its agent. The other form is applicable where the Receiving Party has executed a Service Agreement and designates another person as its agent for particular functions, as indicated therein.

Aggregate Balancing - Process whereby imbalances under multiple Service N Agreements held by a Shipper, or controlled by a Shipper through an Agency Agreement, are aggregated, or netted, within the same Operational Area.

<u>Allocation(s)</u> - Actual quantity of Shipper's Gas, as determined by S Interconnecting Party(s), to be delivered to the Company for Service Agreement(s) and/or Interconnecting Party(s) agreement for a specific time period.

Business Day - Business Day shall mean Monday, Tuesday, Wednesday, Thursday, S or Friday, excluding Company recognized holidays.

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

Category One Receipt Point List - A list of Receipt Points available for N interruptible deliveries on Company's System. This list will be included as an Exhibit to the Service Agreement.

Category Two Receipt Point List - A list of Receipt Points that from time-to-time may be available on an interruptible basis for deliveries to Company's System. This list will be included as an Exhibit to the Service Agreement. These points may require the Company to provide displacement service and must be approved in advance by Company.

Central Clock Time (CCT) - Central Standard Time (CST) except for that period when daylight savings is in effect. During this period CCT shall mean Central Daylight Time (CDT).

 ${
m CIG~TF~Transportation~Rate}$  - The maximum transportation commodity rate (per N 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.

(Continued on Sheet No. T3)

ADVICE LETTER NUMBER	688		ISSUE DATE	November 29, 2006
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Seventh Revised
Sixth Revised
Sixth Revised
Sixth Revised
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# GAS TRANSPORTATION TERMS AND CONDITIONS

#### DEFINITION OF TERMS - Cont'd

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 interruptible transportation service under Rate Schedule TI-1, or successor rate schedule, of Colorado Interstate Gas Company's (CIG) Federal Energy Regulatory Commission gas tariff.

<u>Contract Year</u> - The period from May 1 through the following April 30 or such other period as specified by Company in the Gas Transportation Service Agreement.

<u>Cubic Foot of Gas</u> - For the purpose of gas volume determination, one "cubic foot" of gas shall mean the amount of gas which occupies a volume of one (i) cubic foot at reference conditions of either: (i) the actual metering pressure and temperature, or (ii) standard conditions (14.73 psia, 60°F). For the purpose of gas administration (balancing, billing, reporting), suitable correction factors for each rate class shall be applied to the determined volumes. 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. Ccf means one hundred (100) cubic feet. Mcf means one thousand (1,000) cubic feet. Mmcf means one million (1,000,000) cubic feet).

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.

 $\frac{\text{Dekatherm (Dth)}}{\text{(MMBtu)}} - \text{The energy equivalent to 10 therms, or 1,000,000 Btu}$ 

 $\frac{\text{Delivery Point(s)}}{\text{Party as specified in an Exhibit to the Service Agreement.}}$ 

Firm Supply Reservation Quantity - The maximum daily quantity of sales gas, expressed in Dekatherms, available for purchase from Company on a firm basis, which is contracted by a Shipper to reserve supplies of natural gas in the event that adequate supplies of Shipper's Gas are not available for receipt by Company.

<u>Firm Capacity</u> - The aggregate total of the Peak Day Quantity for all Delivery Point(s) under Shipper's Firm Gas Transportation Service Agreement, expressed in Dekatherms.

Fuel Reimbursement - A quantity of Gas equal to that used by Company for fuel used, and gas lost and unaccounted for in Company's System, stated in terms of a percentage of the quantities received into Company's System, computed and adjusted annually for each calendar year as set forth in Rate Schedules TFS, TFL and TI.

(Continued on Sheet No. T4)

ADVICE LETTER 783 ISSUE DATE September 1, 2010

DECISION VICE PRESIDENT, Rates & Regulatory Affairs DATE January 1, 2011

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Sub. Fifth Revised	Sheet No	T4
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# GAS TRANSPORTATION TERMS AND CONDITIONS

#### DEFINITION OF TERMS - Cont'd

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

<u>Imbalance Resolution Gas</u> - The quantity of gas necessary to correct previous S months' cumulative Imbalance between Company and Shipper.

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 Platt's Gas Daily on the first Business Day of each week of a five-week period, where the first applicable "Weekly Weighted Average Price" for each such five-week period includes the fourth (4th) calendar day of the Month. All or a portion of the fifth week may consist of days from the next Month. Should Platt's Gas Daily become unavailable, Company 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 Platt's Gas Daily on the first Business Day of each week of a five-week period, where the first applicable "Weekly Weighted Average Price" for each such five-week period includes the fourth (4th) calendar day of the Month. All or a portion of the fifth week may consist of days from the next Month. Should Platt's Gas Daily become unavailable, Company shall determine the lowest weekly average index price based on information posted in a similar publication.

 $\frac{\text{Interconnecting Party(s)}}{\text{upstream of the point of interconnection between the facilities of the Company and the pipeline, residue plant, or wellhead Receipt Points.}$ 

<u>Master Agreement</u> - A Service Agreement between Company and a Shipper that has SC been designated by each of the Receiving Parties through an Agency Agreement (in the form provided herein for use with Master Agreements) to manage, on behalf of each such Receiving Party, gas transportation services provided by Company to the Receiving Party's end-use facilities .

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

(Continued on Sheet No. T5)

ADVICE LETTER NUMBER	688		ISSUE DATE	November 29, 2006
DECISION NUMBER	R06-1261	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	December 1, 2006

Sub. Fifth Revised T5 Sheet No. Cancels Fourth Revised Т5

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# GAS TRANSPORTATION TERMS AND CONDITIONS

# DEFINITION OF TERMS - Cont'd

Measurement Error - An error caused by a defect or malfunction in a gas s measurement device or an unintentional human error in the retrieval, entry, processing, calculation, posting or transcribing of volumetric data, resulting in the communication by Company of an incorrect quantity of gas delivered to a Receiving Party. Measurement Error does not include errors in measurement due to a communication line failure.

Month - The period beginning at 8:00 a.m. Mountain Standard Time on any day S of a calendar month and ending at 8:00 a.m. Mountain Standard Time on the same day of the succeeding calendar month, or such other consecutive monthly period designated by Company.

Nomination Entry Error - An unintentional error in Company's manual entry or S the confirmation of Shipper's receipt point quantity nomination.

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

Operational Area - Regional areas of Company's system consisting of pipeline S facilities that receive and deliver gas which is regularly commingled and interchanged with other gas supplies received and delivered in that operational Currently, the Company's Operational Areas are Front Range, Denver/Pueblo, Southern, Western, and Sterling. Receiving Parties under a Gas Transportation Service Agreement shall be grouped under a specific Operational Areas based on their location.

Operational Flow Order (OFO) - An order issued by Company for a specific SC Day(s) and covering either a designated Operational Area, or a designated Shipper or group of Shippers within an Operational Area that the Company reasonably believes are causing the condition necessitating the OFO, to alleviate conditions which threaten or could threaten the safe operation or integrity of Company's system or to maintain operations required to provide efficient and reliable firm service under the following circumstances: a) when delivery system pressure or other unusual conditions are reasonably expected, in Company's judgment, jeopardize the operation of the Company's system; b) when transmission, storage, or supply resources are being used at or near maximum deliverability; c) when one or more upstream pipelines call an operational flow order and such operational flow creates conditions on Company's system which necessitate calling Operational Flow Order; and d) when Company is unable to fulfill its firm service

obligations or to maintain overall operational integrity of the system. When issued, the Operational Flow Order shall specify the Tolerance Range of over or under-delivery permitted for the Day(s).

(Continued on Sheet No. T6)

ADVICE LETTER ISSUE 688 November 29, 2006 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** R06-1261 2006 December Rates & Regulatory Affairs NUMBER DATE

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# PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T6

Fourth Revised Cancels Sheet No. T6

# GAS TRANSPORTATION TERMS AND CONDITIONS

#### DEFINITION OF TERMS - Cont'd

Peak Day Quantity (PDQ) - The maximum daily quantity of gas expressed in Dekatherms which Company agrees to deliver for Shipper at each delivery point as set forth on an Exhibit to the Firm Gas Transportation Service Agreement. The Peak Day Quantity shall be established at a level intended to represent no less than the Receiving Party's actual daily usage at each Delivery Point.

Primary Receipt Point(s) - Receipt Point(s) specified in the Firm Gas S Transportation Service Agreement as Primary Receipt Point(s) where Receiving Party is entitled to firm service on Company's System. Primary Receipt Point(s) will be identified in an Exhibit to the Service Agreement.

Prior Period Adjustment - A retroactive revision in the gas usage quantity greported by Company necessitating a correction of Company's billing for gas transportation service to Shipper for a period of more than one month, as the result of a Measurement Error.

Psia - Pressure in pounds per share inch absolute.

Receipt Point(s) - The point of interconnection between the facilities of the Company and the Interconnecting Party(s) wherein the Company receives gas for the account of Shipper for transportation on its System, as specified on an Exhibit to the Service Agreement.

Receiving Party(s) - The end-use customer(s) that receive gas from Company at Sthe Delivery Point(s) as specified in an Exhibit to the Service Agreement.

Request for Gas Transportation Service - A written request for transportation Service submitted by any prospective Shipper as provided in these Gas Transportation Terms and Conditions.

Secondary Receipt Point(s) - Receipt Point(s) which are not specified in the Firm Transportation Service Agreement as Primary Receipt Point(s). Subject to prior approval of Company, Shipper may request, pending approval by Company, to shift firm capacity from Primary Receipt Point(s) to Secondary Receipt Point(s) for the period of time designated by Company. Shipper forfeits the equal amount of capacity at the primary receipt point that was shifted from primary receipt point to secondary receipt point(s) for the period of time designated by Company.

Service Agreement - The gas transportation service agreement entered into N between Company and Shipper providing for the transportation of Shipper's Gas from Company's Receipt Point(s) through Company's System.

(Continued on Sheet No. T6A)

ADVICE LETTER NUMBER 688 ISSUE DATE November 29, 2006

DECISION NUMBER R06-1261 VICE PRESIDENT, Rates & Regulatory Affairs PATE December 1, 2006

# COLO. PUC No. 6 Gas

# PUBLIC SERVICE COMPANY OF COLORADO

DECISION

NUMBER

R06-1261

	Original	Sheet NoT6A
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No.
GAS TRANSPORTATIO	ON TERMS AND CONDITIONS	
DEFINITION OF TERMS - Cont'd  Shipper - A Receiving Party the Company or any other party that has expass been authorized by the Receiving Party of the Company to Master Services provided by Company to Receiving the Responsibilities therefor on behalf	secuted a Service Agreem arty through an Agency A : Agreements) to manag ing Party's end use faci	Agreement (in the form e gas transportation .lities and to perform
Shipper's Gas - Gas for which ti Party under a Service Agreement.	itle is held by the Shi	pper or the Receiving $_{ m N}$
Supply Curtailment - The disconsales Service as a result of the inabito non-receipt of Shipper's Gas or supply, respectively. The phrase "Suppas "Curtailment."	ility of Company to pro the lack of availabil:	vide such service due ity of Company's gas
System - The pipelines, compress processing facilities and other related providing transportation service.		
Tolerance Range - The quantity quantity specified in an Operational Floo an Operational Area by a Shipper duwithout incurring penalty(s).	low Order that can be ur	nder or over delivered
<u>Year</u> - A period of 365 consecutivincludes February 29, unless otherwise	<del>-</del>	ve days if such period S
ADVICE LETTER 688	ISSUE DATE	November 29, 2006

VICE PRESIDENT,

Rates & Regulatory Affairs

December 1, 2006

# COLO. PUC No. 6 Gas

# PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840 Denver, CO 80201-0840 Sub. Fourth Revised Sheet No. T7

Sub. Third Revised Cancels Sheet No. T7

# GAS TRANSPORTATION TERMS AND CONDITIONS

# CONDITIONS OF GAS TRANSPORTATION SERVICE

Gas transportation service by Company shall be subject to all of the following conditions:

<u>Credit Requirements</u> - Shipper must maintain sufficient security with Company as required pursuant to\_the Security for Gas Transportation section of these General Terms and Conditions.

<u>Pressure at Delivery Point(s)</u> - Unless otherwise agreed upon, Company shall cause the gas to be delivered at each Delivery Point at such pressures as may prevail from time to time in Company's System.

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

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

# Requests for Transportation Service.

- Shipper shall submit to Company a fully completed Request for Gas Transportation Service. The request will either be approved or denied by Company within thirty (30) days of the receipt thereof. If Company provides notice that additional facilities are required as a condition for approval, Company will specifically set forth the estimated cost of said facilities and any additional charges. The written notice of approval shall also set forth the cost, if any, of conversion from sales service. If denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of changes would be necessary to make the Request Transportation Service acceptable.
- (b) All requests for Transportation Service shall be submitted in writing to Company in the form included in these Gas Transportation Terms and Conditions or a facsimile thereof;
- (c) Company shall endeavor to provide service within the time specified in the written request, but shall not be obligated to do so. Requests shall be considered received only if the information specified in the Request for Transportation Service is provided.

(Continued on Sheet No. T8)

ADVICE LETTER NUMBER	688		ISSUE DATE	November 29, 2006
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Sub.	Third	Revised	Cancels Sheet No	Т8

# GAS TRANSPORTATION TERMS AND CONDITIONS

# CONDITIONS OF GAS TRANSPORTATION SERVICE - Cont'd

Gas Transportation Service Agreement (Service Agreement). Upon Company sapproval of Request for Gas Transportation, Company shall tender Shipper a Service Agreement in accordance with this gas transportation tariff.

Requests to Add Delivery Points or Receipt Points. Shipper shall submit a complete written request to add a Delivery Point to its Service Agreement, including written authorization from the Receiving Party if the Receiving Party is being added to a Master Agreement, which shall be approved or denied by Company. Upon confirmation by Company as evidenced by written notification to Shipper, the requesting Shipper's Service Agreement shall be amended to include such new Delivery Point(s), and such Delivery Point(s) shall be deleted from any other Shipper's Service Agreement.

Shipper shall submit a complete written request to add a Receipt Point to its Service Agreement, which shall be approved or denied by Company upon its sole determination that sufficient capacity exists to satisfy such request. Upon confirmation by Company as evidenced by written notification to Shipper, the requesting Shipper's Service Agreement shall be amended to include such new Receipt Point(s). Upon any such amendment to the Service Agreement, all such changes shall be available and reflected on Company's Electronic Bulletin Board.

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

New or Additional Facilities. Shipper agrees to pay Company for any new or additional facilities which may be required to accomplish transportation service hereunder. If such new or additional facilities are required at any time during the term of this Service Agreement, Company shall inform Shipper of the need for such facilities, the installation cost and any related monthly specific facility charges or other miscellaneous charges associated with said facilities. Such charges will be specified on an Exhibit to the Service Agreement. Shipper shall have sixty (60) days from the date of said notification in which to approve the expenditure for such facilities. Should Shipper decide not to approve the installation of said new or additional facilities, Company shall have the right to

terminate the Service Agreement. If Shipper approves installation of such facilities, Shipper shall make full payment for such additional facilities, unless otherwise provided in the Service Agreement, including the income tax consequences associated with such payment. All facilities installed by Company shall continue to be owned, operated and maintained by Company.

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P.O. Box 840 Denver, CO 80201-0840 Sub. Fourth Revised Sheet No. T9

Sub. Third Revised Sheet No. T9

#### GAS TRANSPORTATION TERMS AND CONDITIONS

# SHIPPER'S RESPONSIBILITY

Shipper is responsible for obtaining Shipper's Gas, nominating receipts and deliveries, managing Imbalances and payment of all costs of such gas from sources other than Company, and for the transportation of such gas to Company's Receipt Point(s) from the Interconnecting Party(s). Shipper's Gas received by Company for transportation for Shipper or Receiving Party shall meet all quality specifications as specified in Gas Quality section included in this tariff. Company shall not be required to perform transportation service if Shipper fails to comply with the terms of its Service Agreement, the applicable Rate Schedule and these Gas Transportation Terms and Conditions.

# NOMINATIONS

- Shipper shall nominate to Company daily quantity requirements requested (a) to be transported through the Company's System. In the interruptible transportation, these quantities shall not Shipper's Maximum Daily Transportation Quantity. These Nominations shall be in accordance with Company's nomination procedures, which include identification of Receipt Point(s) deliveries to Company from the Interconnecting Party(s) which are requested for delivery to each Operational Area under the Service Agreement. an Operational Flow Order addressing an under delivery situation, Company will deliver those quantities nominated or the amount allocated Interconnecting Party(s), whichever is lower. During Operational Flow Order addressing an over delivery situation, Company will deliver those quantities nominated or the amount allocated by the Interconnecting Party(s), whichever is higher.
- (b) Daily nominations will be accepted, scheduled and confirmed in the following order: 1) Firm Transportation Service at Primary Receipt Point(s); 2) Firm Transportation Service at Secondary Receipt Point(s); 3) Interruptible Transportation Service at Category One and Category Two Receipt Point(s); 4) Authorized Overrun Deliveries for Firm and Interruptible Transportation Service Agreements; and 5) Imbalance Resolution Gas. Nominations are subject to the approval of Company.

(Continued on Sheet No. T10)

ADVICE LETTER NUMBER 688 ISSUE DATE November 29, 2006

DECISION NUMBER R06-1261 VICE PRESIDENT, Policy Development DATE December 1, 2006

P.O. Box 840 Denver, CO 80201-0840 Sixth Revised Sheet No. T10

Fifth Revised Cancels Sheet No. T10

# GAS TRANSPORTATION TERMS AND CONDITIONS

#### NOMINATIONS - Cont'd

- (c) Shipper may request changes in Primary Receipt Point(s). Requests for such changes shall be made in writing no less than fifteen (15) Business Days prior to the beginning of month in which the change will be effective. Transporter shall grant such changes if the direction of the gas flow is unchanged, capacity is available, and the change can be made without adversely affecting system operations or other firm obligations at the new or existing Primary Receipt Point. In no event shall Shipper be entitled to more Transportation Service than is provided for under the Service Agreement.
- (d) Nominations for service at Secondary Receipt Point(s) shall be made in accordance with Company's Nomination Procedures. In the event that Company is unable to confirm a secondary receipt point nomination on a firm basis, Company may offer Shipper the secondary receipt point capacity on an interruptible basis, but with no rate reduction. In no event shall Shipper be entitled to more Firm Transportation Service than is provided for under the Service Agreement.
- (e) All nominated quantities will be expressed in Dekatherms per day; and shall include Fuel Reimbursement.
- (f) Shipper and Company will designate in writing their authorized personnel and alternates and their respective telephone numbers to make and accept Nominations, including any future changes of such designation.
- (g) Failure of Shipper to provide daily Nominations to Company may result in gas being sold to the Shipper, if available, at the appropriate Backup Supply Sales Charge in addition to any other applicable charges.
- (h) Company is not responsible for ensuring that the nominated quantities are actually tendered at the Receipt Point(s) or that calculations developed for or by Shipper are correct.
- (i) In the event that Company determines that an emergency or other circumstances exist, Company may modify Nomination Procedures.
- (j) Nominations will be accepted by Company in writing or by means of Company's Electronic Bulletin Board. In the event that the Electronic Bulletin Board is unavailable for use, then Nominations will be tendered in writing to Company.

<u>Nomination Procedures.</u> Daily Nominations for the first day of the month shall be tendered in writing in a format requested by Company and shall be received no later than 1:00 p.m. CCT, two (2) Business Days before the first day of the succeeding month. If daily nominations for the first day of the month are transmitted by means of Company's Electronic Bulletin Board, the Nomination deadline shall be no later than 1:00 p.m. CCT, one (1) Business Day before the first day of the succeeding month.

Policy Development

ADVICE LETTER NUMBER

DECISION

NUMBER

897

VICE PRESIDENT,

ISSUE DATE

February 25, 2016

EFFECTIVE DATE April 1, 2016

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Т

Seventh Revised Sheet No. T11

Sixth Revised Sheet No. T11

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

#### GAS TRANSPORTATION TERMS AND CONDITIONS

# NOMINATIONS - Cont'd

# Nomination Procedures - Cont'd

Nominations for days other than the first day of month or revisions to daily quantities and/or Interconnecting Party(s) contract number(s) previously submitted shall be received in writing no later than 1:00 p.m. CCT, two (2) Business Days before the date of the effective change. Nominations or revisions transmitted by means of Electronic Bulletin Board shall be received by 1:00 p.m. CCT, one (1) Business Day before the date of the effective change.

# Nomination Confirmations

Company will confirm or deny nominations with the Interconnecting Parties no later one (1) Business Day prior to gas flow after 4:30 p.m. CCT. Nominations made in accordance with the above procedures will not become effective until Company has confirmed the nominated receipts with the Interconnecting Party(s). Shipper shall be responsible for verifying the availability of supplies from the Interconnecting Party(s) prior to gas flow, and notifying the Interconnecting Party(s) to make corresponding confirmations of supply to Company.

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

Company shall have the right to require Nomination changes, to ensure that receipts and deliveries match. When a Shipper receives notification of such change in the Nomination, the Shipper shall be responsible for informing Interconnecting Party(s) of the change. If the Interconnecting Party(s) does not confirm the Nomination change, further transportation may be curtailed until such confirmation is obtained or another Nomination is confirmed.

# Nomination Changes By Company

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

# ALLOCATIONS

Unless otherwise agreed, Allocations at the Company's Receipt Point(s), less Fuel Reimbursement, will be based on the lower of the three: (i) Nominations to Company or (ii) confirmed Nominations or (iii) Allocations provided by Interconnecting Party(s). The difference between Allocations, less Fuel Reimbursement at the Receipt Point(s) and daily measurement determinations at the Delivery Point(s) will be considered the Imbalance. Shipper's net daily Allocation quantities, net of Fuel Reimbursement, shall be applied as follows and in the following sequence: First, the net daily Allocation quantities shall be applied

against the daily usage measured by Company at the Delivery Point(s). To the extent net daily Allocation quantities are greater than or less than such daily usage, the difference shall be applied as Imbalance Resolution gas to offset any prior month Imbalance. Any remaining net daily Allocation quantities shall be applied as current month Imbalance gas. Delivery Point Allocations and Imbalances will be determined by Company on a daily basis or as otherwise specified.

ADVICE LETTER NUMBER	897		ISSUE DATE	February 25, 2016
DECISION NUMBER		VICE PRESIDENT, Policy Development	EFFECTIVE DATE	April 1, 2016

P.O. Box 840 Denver, CO 80201-0840 Sixth Revised Sheet No. T12

Sub. Fifth Revised Sheet No. T12

#### GAS TRANSPORTATION TERMS AND CONDITIONS

# DETERMINATION OF QUANTITIES TRANSPORTED

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

# IMBALANCE PROVISION

Shipper shall 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) under the five (5) Dth quantity limitation carried forward from the previous Month, are as close to zero as practicable. Determination of such Imbalance(s) will be made after adjusting for Fuel Reimbursement.

If at the end of any Month the imbalance is in excess of twenty percent (20%), except to the extent such excess was caused by a Measurement Error or Nomination Entry 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 Company for the month in which the imbalance occurred. Shippers exceeding the twenty percent (20%) imbalance threshold are prohibited from decreasing the amount of the imbalance by swapping imbalances or nominating imbalance payback gas during the succeeding Month.

Shippers having imbalances which are 20% or less at the end of any Month shall endeavor to bring such imbalance to zero percent of actual usage within the subsequent billing period. If at the end of the subsequent billing period the Imbalance is greater than two percent (2%), then Shipper shall be subject to the Over and Under-Delivery provisions of this tariff ("Cashout") and the Imbalance shall be brought to two percent (2%). Any Imbalance remaining after said Cashout shall be added to the current Month's Imbalance and carried forward into the following Month.

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

# Imbalance Trading.

A Shipper may trade or "swap" Imbalance Gas among Service Agreements which it holds, or otherwise controls through an Agency Agreement (in either of the two forms provided herein), and those similarly held or controlled by other Shippers to

eliminate or reduce Imbalances under those Service Agreements.

Any "swap" of Imbalance shall not cause the Company to receive
less value than the Company would have received had the "swap"
not occurred. Any Imbalance "swap" shall be subject to the
following conditions:

(Continued on Sheet No. T13)

ADVICE LETTER NUMBER	704		ISSUE DATE	April 23, 2007
DECISION NUMBER	R06-1261	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	May 1, 2007

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Sub. Sixth Revised
Sheet No. T13

Cancels Sheet No. T13

### GAS TRANSPORTATION TERMS AND CONDITIONS

# IMBALANCE PROVISION - Cont'd

Imbalance Trading. - Cont'd

- a. Shippers are responsible for making whatever arrangements they deem necessary to finalize and document the Imbalance "swap" among themselves.
- b. Shippers may post notice of Imbalances available for "swap" on Company's S Electronic Bulletin Board.
- c. Shippers may request the Company, in writing, to post notice of S Imbalances available for "swap" on Company's Electronic Bulletin Board for the Shipper.
- d. Only "swaps" which have the effect of reducing individual Agreement S Imbalances shall be permitted. Shipper must notify Company in writing of the material terms of the "swap" arrangement. Shippers' written notice will be deemed to be the Shipper's direction to Company to make the Imbalance "swap" on the Shipper's account.
- f. Written notice from each of the involved Shippers must be received by S Company no later than the fifth (5th) Business Day following the Month the Imbalance was to be resolved, unless otherwise agreed to by Company.
- g. The "swapping" of Imbalances will be subject to the Company's approval S based upon operational considerations. Company will approve or disapprove "swap" requests within three (3) Business Days.

Company shall not be responsible for any liabilities incurred by a Shipper as a result of the Company performing a "swap" arrangement in accordance with the written notice of the involved Shippers. Any change of fact, including but not limited to retroactive adjustments, which affect the beginning Imbalance shall not rescind or otherwise modify any "swap" arrangement Shipper(s) have requested the Company to perform.

Aggregate Balancing. Imbalances attributable to Service Agreements held by N Shipper and for which Shipper has been authorized through an Agency Agreement (in either of the two forms provided herein) to aggregate Imbalances on behalf of other Receiving Parties shall be automatically combined and netted among all such Service Agreements for each Operational Area.

Operational Imbalances. At no time shall Company be required to receive quantities at the Receipt Point(s) for Shipper's account in excess of the quantities Shipper will accept at the Delivery Point(s) on a concurrent basis. At no time shall Company 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 Company at the Receipt Point(s) on a concurrent basis, less adjustments for fuel gas and Backup Supply Sales Service gas to be provided to Shipper. If Shipper fails to modify nominations as directed by Company to reduce an operational imbalance, Company may, among other remedies, suspend or terminate service.

(Continued on Sheet No. T13A)

ADVICE LETTER NUMBER 688 ISSUE DATE November 29, 2006

DECISION NUMBER R06-1261 VICE PRESIDENT, Rates & Regulatory Affairs DATE December 1, 2006

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# IMBALANCE PROVISION - Cont'd

Operational Imbalances - Cont'd

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

Imbalance Report. The Company shall formally notify Shipper of Imbalances incurred each Month by way of an imbalance statement, by the fifteenth day of the succeeding month after the month that the Imbalance occurred. Imbalance statements shall reflect Imbalances for each Operational Area attributable to all Service Agreements held by Shipper and for which Shipper has been authorized through an Agency Agreement to aggregate Imbalances on behalf of other Receiving Parties. Imbalances will not necessarily be reflected on Imbalance statements for a Shipper that has authorized an agent to perform Aggregate Balancing pursuant to an Agency Agreement - Form 2. If a Shipper disagrees with the Company's imbalance statement, stating reasons therefor, the Shipper will notify the Company as soon practicable, but shall in no event notify the Company later than fifteen (15) days after receipt of the Company's imbalance statement. However, such notice disputing accuracy of the statement shall not be sufficient reason for delaying correction of the imbalance or withholding payment pursuant to cashout provisions. statement is found not to be accurate, the Company will adjust the imbalance and the amount of over or underpayment on the next bill or statement.

# OVER-DELIVERIES OF SHIPPER'S GAS SUPPLIES

In the event the quantity of gas delivered to the Shipper or Receiving Party(s), as determined by the Company at the Delivery Point(s) is less than the quantity allocated by the Interconnecting Party(s), adjusted for Fuel Reimbursement at the end of the subsequent billing period, by more than two percent (2%), including any Imbalance from the prior monthly billing period, except to the extent such excess was caused by a Measurement Error or Nomination Entry Error, then Company will correct the Imbalance to two percent (2%) of Shipper's prior month deliveries by purchasing from the Shipper the difference between a) Receiving Party(s)' deliveries and b) the quantity allocated by Interconnecting Party(s) adjusted for Fuel Reimbursement. These purchases shall be made at a rate equal to seventy-five percent (75%) of of Index Price Two. These purchases shall be applied as a credit on the Shipper's succeeding monthly statement. These purchases shall not be made by Company if the imbalance quantities aggregated for each Operational Area under the Service Agreement(s) held by Shipper, or c<u>ontrolled by Shipper</u>

through an Agency Agreement, are five (5) Dth or less. imbalance created by a Prior Period Adjustment shall be cashed immediately pursuant to the section below entitled Imbalances Due to Prior Period Adjustment.

ADVICE LETTER ISSUE 688 November 29, 2006 NUMBER DATE VICE PRESIDENT. DECISION

R06-1261 NUMBER Rates & Regulatory Affairs **EFFECTIVE** December 1, 2006 DATE

Sub. First Revised Sheet No. T13B

Original Cancels Sheet No. T13B

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# GAS TRANSPORTATION TERMS AND CONDITIONS

# UNDER-DELIVERIES OF SHIPPER'S GAS SUPPLIES

In the event the quantity of gas delivered to the Shipper or Receiving Party(s), as determined by the Company at the Delivery Point(s) is greater than the quantity allocated by Interconnecting Party(s), adjusted for Fuel Reimbursement at the end of the subsequent monthly billing period, by more than two percent (2%), including any Imbalance from the prior monthly billing period, except to the extent such excess was caused by a Measurement Error or Nomination Entry Error, then Company shall correct the Imbalance to two percent (2%) of Shipper's prior month deliveries by selling to the Shipper, the difference between a) Receiving Party(s)' deliveries and b) the quantity allocated by Interconnecting Party(s) adjusted for Fuel Reimbursement. These sales shall be made at a rate equal to the sum of (1) one hundred twenty-five percent (125%) of Index Price One, and (2) the CIG TI These sales shall not be made by Company if the imbalance Transportation Rate. quantities aggregated for each Operational Area under the Service Agreement(s) held by Shipper, or controlled by Shipper through an Agency Agreement, are five (5) Dth An imbalance created by a Prior Period Adjustment shall be cashed out immediately pursuant to the section below entitled Imbalance Due to Prior Period Adjustment.

# IMBALANCE DUE TO PRIOR PERIOD ADJUSTMENT

An imbalance created by a Prior Period Adjustment that reflects an over delivery of Shipper's gas shall be immediately purchased by Company at an amount equal to the difference between the quantities upon which Company's previous billings were based and the corrected quantities for each month affected by the Measurement Error, not to exceed 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, 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 immediately sold by Company at an amount equal to the difference between the quantities upon which Company's previous billings were based and the corrected quantities for each month affected by the Measurement Error, not to exceed 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 plus the CIG TF Transportation Rate for the applicable Months in which the corresponding Imbalance was created.

(Continued on Sheet No. T14)

ADVICE LETTER | ISSUE | NUMBER | 688 | DATE | \_\_\_\_\_

November 29, 2006

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Sub. Fifth Revised Sheet No. T14

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Fourth Revised

Sheet No. T14

#### GAS TRANSPORTATION TERMS AND CONDITIONS

# IMBALANCE DUE TO PRIOR PERIOD ADJUSTMENT - Cont'd

Prior Period Adjustments shall be calculated by Company for the entire period during which the Measurement Error occurred, but not more than 24 months. If the Prior Period Adjustment results in an amount due Shipper by Company, Company 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 Company by Shipper, Company shall include such additional amount on Shipper's next monthly bill. Company 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. The Company and Shipper may, at Shipper's option, enter into an installment plan arrangement.

# BALANCING UPON TERMINATION

Upon termination or cancellation of the Service Agreement, if transportation service is not continued under another Service Agreement, any under-deliveries shall be eliminated at the earliest practicable date, not to exceed thirty (30) days following such termination or cancellation. If at the end of the thirty (30) day period an under-delivery exists, then, as appropriate, Company shall sell to Shipper such quantities which are due Shipper and Shipper shall purchase from Company such quantities in accordance with the terms and conditions of the under-deliveries of Shipper's Gas Supplies section of this tariff. If the Imbalance is caused by an over-delivery of Shipper's Gas then Company shall eliminate any over-deliveries by purchasing any quantities which are due Shipper at the next billing cycle in accordance with the terms and conditions of over-deliveries of Shipper's Gas Supplies section of this tariff.

If Service Agreement is terminated and service continues under another Service Agreement, the Imbalance may upon Shipper's request be transferred to new Service Agreement and the Imbalance Provisions shall apply.

# FAILURE OF SHIPPER'S SUPPLY

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

ADVICE LETTER NUMBER 688 ISSUE DATE November 29, 2006

DECISION NUMBER R06-1261 VICE PRESIDENT, Rates & Regulatory Affairs DATE December 1, 2006

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Sub. Third Revised Sheet No. T15

Sub. Third Revised Sheet No. T15

#### GAS TRANSPORTATION TERMS AND CONDITIONS

# SUPPLY CURTAILMENTS

Company will, within a reasonable time, confirm with Interconnecting Party(s) an Interconnecting Party(s)'s Supply Curtailment of a Shipper's Gas supplies. If a Shipper's Gas supplies are curtailed, Company will accept, until 8:00 a.m. CCT the morning of such gas Day, revised Nominations that conform with the receipt quantities confirmed by the Company from the curtailed Interconnecting Party(s). The Company will also allow re-sourcing of curtailed quantities from existing or new Receipt Point(s), provided the revised Nomination is submitted no later than 8:00 a.m. CCT the morning of such gas Day. Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supply to Company no later than 11:30 a.m. CCT the morning of such gas Day. Any revised Nomination not confirmed by the Interconnecting Party(s) on or before than 11:30 a.m. CCT shall be deemed denied. In no event shall revised Nominations bump quantities already previously scheduled and confirmed for such gas Day.

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

# OPERATIONAL FLOW ORDER

In the event a condition is developing that may require the implementation of an Operational Flow Order, or circumstances are present that significantly increase the likelihood that such conditions will develop, the Company will undertake reasonable efforts to post an advance advisory on its Electronic Bulletin Board of the developing condition or circumstances to provide transportation customers time and opportunity to take steps to help address the condition. Additionally, in the event the Company has decided to issue an Operational Flow Order, the Company will attempt to post notice on its Electronic Bulletin Board by 4:00 p.m. the day prior to the implementation of the Operational Flow Order. Such notice shall specify the Tolerance Range of over or under deliveries for an Operational Area under the Service Agreement(s) held or controlled by Shipper which is permitted for the Gas Day under the Operational Flow Order, as well as any penalty which will be imposed for non-compliance, up to the Unauthorized Overrun Penalty Charge. At that time Company will accept, until 8:00 a.m. CCT the morning of such gas Day, revised Nominations. If such Gas Day is a Business Day, Company will accept a further good faith revision to nominations until noon (CCT). Public Service may establish any such penalties at a different level according to the severity of circumstances for which the specific Operational Flow Order was issued; provided, however, that any such penalty shall be applied to all affected Shippers.

Any consumption by the Receiving Party(s) under Service Agreement(s) held by Shipper, or controlled by Shipper through an Agency Agreement, exceeding the Tolerance Range permitted under the Operational Flow Order shall be purchased by Company or sold to Shipper, as appropriate, at a rate equal to the imbalance penalty charge for Over delivery or Under delivery of gas in

effect for that month, and/or charged a penalty charge per Dth at a rate not to exceed the Unauthorized Overrun Transportation Penalty charge. All penalty charges and Tolerance Ranges to be imposed during any Operational Flow Order will be identified as conditions of the Operational Flow Order when such Order is posted.

(Continued on Sheet No. T15A)

ADVICE LETTER NUMBER 688 ISSUE DATE November 29, 2006

DECISION NUMBER R06-1261 VICE PRESIDENT, Rates & Regulatory Affairs DATE December 1, 2006

Second Revised Sheet No. T15A

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T15A

#### GAS TRANSPORTATION TERMS AND CONDITIONS

## OPERATIONAL FLOW ORDER - Cont'd

Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supply to Company no later than 11:30 a.m. CCT the morning of such gas Day during an Operational Flow Order. Any revised Nomination not confirmed by the Interconnecting Party(s) on or before 11:30 a.m. CCT shall be deemed denied. In no event shall revised Nominations bump quantities already previously scheduled and confirmed for such gas Day.

The Company may call an Operational Flow Order: (a) at any time during the gas Day, if the Operational Flow Order is directed at a Shipper or limited number of Shippers within an Operational Area that Company reasonably believes are causing the condition necessitating the OFO, or (b) no later than 2:00 p.m. CCT of the Day in which the Operational Flow Order is effective, if it is directed at all Shippers within an Operational Area. Company will post notice of such Operational Flow Order on its Electronic Bulletin Board as soon as possible during the gas Day once it has made the decision to call the Operational Flow Order.

During the period in which an Operational Flow Order is in effect, Public Service, in its capacity as gas supplier and merchant, will align its purchases and deliveries consistent with the requirements imposed on Shippers under such Operational Flow Order.

#### CAPACITY INTERRUPTIONS

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

DVICE LETTER 130		ISSUE DATE	June 5, 2008
DECISION	VICE PRESIDENT,	EFFECTIVE	Tuly 6 2008

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Fifth Revised T16 Sheet No. Cancels Sub. Fourth Revised T16

Sheet No.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

#### PRIORITY OF SERVICE

Unless conditions otherwise warrant, Firm Gas Transportation Service shall have priority over Interruptible Gas Transportation Service. Interruption of gas deliveries in whole or in part under this tariff shall not be the basis for claims for damages sustained by Shipper or Receiving Party.

Specific interruption of transportation service made shall be following order:

- (a) Authorized Imbalance Resolution Gas under Firm and Interruptible Transportation Service Agreements prorated based on confirmed Nominations for each Shipper;
- Authorized overrun deliveries in excess of the Peak Day Quantity under (b) Firm Transportation Service Agreements and the Maximum Daily Transportation Quantity under Interruptible Transportation Service Agreements prorated based on confirmed Nominations;
- All other interruptible transportation service at a discounted rate by order of the rate being paid by Shipper for the transportation service from lowest If two or more Shippers are paying the same discounted rate then the Capacity Interruption shall be prorated based upon confirmed Nominations;
- All interruptible transportation service at the standard rate prorated on the basis of confirmed Nominations;
- All firm transportation service in accordance with the same system of class-by-class priorities as is applicable to Company's sales customers;
- Nothing in this provision shall limit Company's right to interrupt service as necessary in order to ensure system integrity or to reflect the operational characteristics of Company's System.

#### NOTICES

Except as otherwise provided, any notice, request, demand, statement, bill, or payment provided in the Service Agreement, or any notice that either party may desire to give to the other, shall be in writing and shall be considered as duly delivered or furnished when mailed to the address listed in the Service Agreement, or such other address as either of the parties shall designate in writing.

#### BILLING AND PAYMENT

Statements for transportation of Shipper's Gas under the appropriate t le S

transportation tariff	shall be rendered	on a Dekatherr	m basis by	Company t	to Shipp	per
each Month following	delivery. Any	credits for	purchases	of over	supply	of
Shipper's Gas or char	ges for gas suppli	es sold by Com	npany to th	ne Shipper	shall	be
reflected on each mont	hly statement.					M
ADVICE LETTER 819 NUMBER			ISSUE DATE	May 31,	2012	
DECISION NUMBER		E PRESIDENT, Regulatory Affairs	EFFECTIVE DATE	July 1,	2012	
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Fifth Revised Sheet No. T17

Sub. Fourth Revised Sheet No. T17

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

#### GAS TRANSPORTATION TERMS AND CONDITIONS

## BILLING AND PAYMENT - Cont'd

Payment and Late Payment Charge. Bills for services provided shall be for a M monthly period beginning on the first day of the month and are due and payable Within fourteen (14) business days from the date of the bill. A business day for purposes under this Payment and Late Payment Charge section is all non-holiday MC weekdays. Holidays are defined as New Year's Day, Martin Luther King, Jr. Day, MC Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. Any amounts in excess of fifty dollars (\$50.00) not paid on or before nine business days after the due date of the bill shall be subject to a late payment charge of one and one half percent (1.5%) per month.

Verification of Statements. Shipper and Company 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, or computation made under the provisions of this tariff.

Security for Gas Transportation Service. Except to the extent Company agrees to accept unsecured credit, security shall be required for any Shipper requesting or receiving gas transportation service as a condition of service. Company may require a Shipper requesting gas transportation service to provide security in an amount not to exceed the sum of the applicable gas transportation charges for the highest three months of estimated usage. Eligible security may include cash security (Shipper hereby grants Company a first priority security interest in any such cash), an irrevocable standby letter of credit or parental guaranty in a form and from an issuing entity acceptable to Company, or other security acceptable to Company.

Additional security may be required from an existing Shipper if Company reasonably determines that changes in the Shipper's financial condition or an increase in Shipper's gas transportation business with Company warrants. Such determination will be based on Company's review of financial statements, senior unsecured long-term debt (un-enhanced by third party support), rating(s) from credit reporting agenc(ies), recent payment history, and/or other information relating to Shipper's creditworthiness. Company may require Shipper to provide additional security up to an amount such that the total amount of Shipper's security does not exceed the sum of the applicable gas transportation charges for the highest three months' actual usage, plus three times the highest month's underdelivery Imbalance cashout charges and Operational Flow Order penalty charges incurred during the preceding twelve-month period.

Shipper grants to Company a first priority, continuing security interest in, lien on and right of set-off against all provided security 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. The security may be used by Company for payment of service to be applied against unpaid bills only in the event service for the account on which the security was being held is discontinued or otherwise terminated.

ADVICE LETTER NUMBER	819		ISSUE DATE	May 31, 2012
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 2012

P.O. Box 840 Denver, CO 80201-0840 Fifth Revised T18 Sheet No. Cancels Sub. Fourth Revised T18

Sheet No.

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GAS TRANSPORTATION TERMS AND CONDITIONS

BILLING AND PAYMENT - Cont'd

Refunds of Deposits for Gas Transportation Service. Refunds to Shippers of M deposits will be made when service is terminated and all outstanding bills have  $oldsymbol{ ilde{M}}$ Interest will be paid on Shipper deposits either in cash or by a credit Mto the Shipper's account. Interest will be paid upon refund of the deposit or M annually upon request of a Shipper. The annual interest rate shall be equal to the  ${ t M}$ effective interest rate for residential customer deposits, as established by the  ${ t M}$ Public Utilities Commission of the State of Colorado.

## SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE FOR CAUSE

In any of the following circumstances constituting default by Shipper, Company may immediately 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: (i) Shipper failed to remit full and timely payment for services invoiced by Company; (ii) Shipper has failed to provide Company sufficient quantities of Shipper's Gas to meet the daily load requirements under the Service Agreement, constituting a Default Imbalance, as defined below, and Shipper further has failed to take the necessary steps to remedy such Imbalance as required in writing by Company; (iii) Shipper has failed to provide sufficient security for gas transportation service as required by Company; or(iv) Shipper otherwise has failed to conform to the material requirements of this tariff. A Default Imbalance is an underdelivery Imbalance that is greater than 2,500 Dth for the current Month and either (i) a cumulative underdelivery Imbalance for the current Month that exceeds 50% of the current Month deliveries as of any Day after the tenth Day of the Month, or (ii) if there was a prior Month underdelivery Imbalance, a cumulative underdelivery imbalance for both the prior Month and the current Month that exceeds 30% of the cumulative deliveries as of any Day. Before any such suspension of service, revocation of agency or termination of Service Agreement, Company shall provide at least two (2) Business Day's written notice to Shipper of the circumstances constituting default by Shipper and of Company'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 Company therein. In the event the default is not remedied within the period specified by Company in its notice to Shipper, such suspension of service, revocation of agency or termination of Service Agreement shall become effective upon the date set forth in Company's notice, but in no event less than two (2) Business Days following Shipper's receipt of Company's notice.

In the event the resulting suspension, revocation or termination involves a Service Agreement in which the defaulting Shipper was authorized as agent for one or more

Receiving Parties, Company shall notify each such Receiving Party(s) of such suspension, revocation or termination on or before the effective date thereof.

(Continued on Sheet No. T18A)

ADVICE LETTER NUMBER	819		ISSUE DATE	May 31, 2012
DECISION NUMBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 2012

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First Revised	Sheet No	T18A
Original	Cancels Sheet No.	T18A

#### GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE FOR CAUSE - Cont'd Said Receiving Parties shall be entitled to continue receiving gas transportation $\mid$  M service under the suspended or terminated Service Agreement and to purchase M Imbalance gas supplies provided by Company for an interim period of up to three (3) M consecutive calendar months following such suspension, revocation termination, pending Receiving Party obtaining alternative gas supply arrangements. $\mid$   $_{
m M}$ During such interim period, Company shall not interrupt gas transportation service M to the Receiving Party or assess penalties for gas use during an Operational Flow  ${ t M}$ Order or other system emergency, provided that Company has adequate resources to  $\!\!\mid$   $\!\!$   $\!\!\mid$   $\!\!$   $\!\!$ provide such continued service during such periods. Company shall invoice said M Receiving Parties directly for such interim gas transportation service and $\mid$  M The Imbalance gas supplies sold to Receiving |M|associated Imbalance gas supplies. Parties during such interim period shall be at a price equal to Index Price One M plus the CIG TI Transportation Rate.

Any such Receiving Party may transfer to a new Service Agreement or transfer to an existing Service Agreement by submitting a completed Request for Service and Agency Agreement, if applicable, in accordance with Company's requirements. A Receiving Party desiring to return to Company applicable sales service under Rates Schedule RG, CG or IG may transfer to such service, if available, upon the first day of the month following Company's receipt of a written request from customer.

If neither a request for transportation or sales service has been received by Company within four (4) Business Days prior to the end of the third full calendar month following the suspension, revocation or termination, service will automatically be converted to applicable sales service under Rate Schedule RG or CG effective the first day of the month following the third full calendar month of interim service.

# Receiving Party Contact List

Annually upon notification from Company, Shippers holding a Master Agreement shall provide Company an updated list identifying the current contact person, telephone number and mailing address for each Receiving Party under the Shipper's Master Agreement. This list shall allow Company to provide periodic notices to Receiving Parties and facilitate communications with Receiving Parties under a Master Agreement in the event of suspension or termination for cause hereunder.

VICE LETTER MBER	819		ISSUE DATE	May 31, 2012
CISION MBER		VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE	July 1, 2012

Sub. Fourth Revised T19 Sheet No. Cancels T19 Sub. Third Revised

Sheet No.

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GAS TRANSPORTATION TERMS AND CONDITIONS

# QUALITY

Gas Receipts. Unless otherwise specified by Company, gas tendered to Company will conform with the quality specifications set forth under this tariff and associated Transportation Service Agreement executed between Shipper and Company. Company has no obligation to accept gas of a lesser quality than that set forth herein below or to accept gas of a lesser quality than that which is to be delivered.

At a pressure of 14.73 psia and a temperature of 60°F, gas received by Company shall not contain more than the following:

(i) Hydrogen Sulfide: one quarter (1/4) grain per one hundred (100)

cubic feet.

(ii) Total Sulfur: five (5) grains per one hundred (100) cubic feet.

(iii) Carbon Dioxide: three percent (3%) by volume.

(iv) Water Content: three (3) pounds per one million (1,000,000) cubic

feet.

not to be less than thirty-two degrees Fahrenheit S (v) Flowing Gas Temperature:

(32°F) or more than one hundred and ten degrees

Fahrenheit (110°F).

(vi) Hydrocarbon Dewpoint: shall not exceed fifteen degrees Fahrenheit (15°F)

> at any pressure between one hundred (100) psia and one thousand (1000) psia as calculated from

composition or otherwise determined.

(vii) Oxygen Content: two percent (2%) by volume if inert blended, one S

thousandth percent (0.001%) by volume if not inert

blended.

(viii) Total non-combustible

fourteen and three tenths percent (14.3%) by volume gases:

if inert blended, five percent (5%) by volume if not

inert blended.

Company odorizes its natural gas only to meet requirements of S Odorization. the Department of Transportation, as stated in the Transportation of Natural and Other Gas by Pipeline, Minimum Safety Standards, 49 C.F.R. Section 192.625. Company assumes no responsibility for odorization of the natural gas after its delivery to Shipper or for Shipper's account, and Shipper or Shipper's Receiving Party(s) shall not rely on Company's odorization of the natural gas to meet any requirement or obligation of Shipper or Shipper's Receiving Party(s) with respect to the odorization of natural gas.

ADVICE LETTER ISSUE 688 November 29, 2006 NUMBER DATE DECISION VICE PRESIDENT, **EFFECTIVE** R06-1261 December 1, 2006 Rates & Regulatory Affairs NUMBER DATE

P.O. Box 840 Denver, CO 80201-0840 Sub. Fourth Revised Sheet No. T20

Sub. Third Revised Sheet No. T20

#### GAS TRANSPORTATION TERMS AND CONDITIONS

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

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

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

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

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

ADVICE LETTI NUMBER _	ER 688		ISSUE DATE	November 29, 2006
DECISION NUMBER _	R06-1261	VICE PRESIDENT, Rates & Regulatory Affairs	EFFECTIVE DATE _	December 1, 2006

Sub. Fourth Revised Sheet No. T21

Sub. Third Revised Sheet No. T21

#### 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, storms, floods, washouts, arrests, and restraints of governments and people, civil disturbances, explosions, breakage or accident to wells, machinery or lines of pipe, freezing of wells or lines of pipe and partial or entire failure of wells. The term Force Majeure shall also include: the inability or delay of a party to acquire, at reasonable cost, materials, supplies, servitudes, right of way grants, transportation agreements with parties other than Company, permits, licenses or permissions from any governmental agency to enable such party to fulfill its obligations hereunder.

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

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

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

# LIABILITY

Each party shall indemnify, save and hold harmless the other party, its officers, employees and agents from any and all claims for injury to person or persons or damage to property occurring on its respective side of the interconnection point(s) between Company's and the Shipper's or Receiving Party's facilities; provided, however, that nothing herein contained shall be construed as relieving or releasing either party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence

occurring, resulting from its own negligence or the negliger of any of its officers, employees or agents.

(Continued on Sheet No. 22)

ADVICE LETTER NUMBER 688 ISSUE DATE November 29, 2006

DECISION NUMBER R06-1261 VICE PRESIDENT, Rates & Regulatory Affairs DATE December 1, 2006

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Sub. Third Revised Sheet No. T22

Second Revised Sheet No. T22

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

#### GAS TRANSPORTATION TERMS AND CONDITIONS

#### LIABILITY - Cont'd

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.

## WARRANTY

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

#### WAIVERS

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

#### SYSTEM OPERATION

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

#### EXTENSION POLICY

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

ADVICE LETTER NUMBER 688 ISSUE DATE November 29, 2006

DECISION NUMBER R06-1261 Rates & Regulatory Affairs DATE December 1, 2006

**DECISION** 

NUMBER

R06-1261

Sub. Third Revised T23 Sheet No. Second Revised T23 Sheet No.

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Interruptible Sales Firm Sales  If converting from  *Attach list showing the  INTEL Receiving  Receiving  *If more than two, attace	Interruptible Transport Firm Transport  m sales to transport, Electronic  above information for each Receiving Party.  RRUPTIBLE SERVICE g Party* & Facility Address  FIRM SERVICE g Party* & Facility Address	Interrupti Other	stallation form (stallation form (stalla	n Transport n Capacity & Supply s) provided by (chec	ck one):
Interruptible Sales Firm Sales  If converting from  *Attach list showing the  INTEL Receiving  Receiving  *If more than two, attace	Interruptible Transport Firm Transport  m sales to transport, Electronic  above information for each Receiving Party.  RRUPTIBLE SERVICE g Party* & Facility Address  FIRM SERVICE g Party* & Facility Address	Interrupti Other	stallation form (stallation form (stalla	n Transport n Capacity & Supply s) provided by (chec	ck one):
Interruptible Sales Firm Sales  If converting from  *Attach list showing the  INTEL Receiving  Receiving  *If more than two, attace	Interruptible Transport Firm Transport  m sales to transport, Electronic  above information for each Receiving Party.  RRUPTIBLE SERVICE g Party* & Facility Address  FIRM SERVICE g Party* & Facility Address	Interrupti Other	stallation form (stallation form (stalla	n Transport n Capacity & Supply s) provided by (chec	ck one):

VICE PRESIDENT, Rates & Regulatory Affairs

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**DECISION** 

NUMBER

688

R06-1261

Sub. Third Revised Sheet No. T24

Second Revised Sheet No. T24

ISSUE

DATE

DATE

**EFFECTIVE** 

November 29, 2006

December 1, 2006

	GAS TRANSPORTAT	ION SERVICE		
	ted Date of Service to Commence: ted Date of Service to Terminate:			
	rm Transportation Primary Receipt ded for Interruptible Transportation I		*Firm Receipt Point Daily Quantity (Dth)	
-		T		
95 095	antity should not include fuel %, and Total Quan		otal Quantity.	
Nominating *Agent: Mailing Address: Contact Name:		Phone		
Emergency Contact Business Hours: After Hours:		гих #:		
Billing	rmination Detail reports.			
Agent: Mailing Addr: Contact Name: Phone #:				
* Receives Billing Summa Submitted By: Name:				
Title: Date:	-			
	Company Use	Only	Date:	
Approved: Date: Name: Title:	· · · · · · · · · · · · · · · · · · ·	Meter Request Comple	eceived: ted: er submitted with request (y/n)	
Transport Rep:				
	_			
	Pa	age 2 of 2		

VICE PRESIDENT,

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Cancels —of	Sub. Third Revised	Sheet No	T25
Second Revised Sheet No.	Second Revised	Cancels Sheet No.	Т25

S

		ON SERVICE AGI	VICICIATIEM.	L
Date:		Gas Transportation	Document #	
*Shipp er:				
Mailing &				
Notice Address:				
Billing Address:				
Contact Name:		State of In	corp orotion.	
Phone #:		State of the	Fax#:	
			F AX "	
TAX ID".				
Emergency Contacts:	For gas flow and other commun	sications Three preferred		
During business ho	CFE 970	Phot	ne 1	
	2		2	
	3	***************************************	3	
After business ho	ours call 1		1	
	2	<del></del>	2	
	3	***	3	
* If Shipper is different from Receiving	Party, then Shipper must include written au	uthorization from Receiving Party t	o act on its' behalf.	20
What change is requested?				
*Receiving Party:				
Mailing Address:				
Phone #:		Fax #:		
Receiving Party Customer Ty	/pe:			
Existing (circle one): Prior Con	itract #:	Requested (circle one):		
Interruptible Sales Firm Sales	Interruptible Transport Firm Transport	Interruptible Transport Other		ort Capacity Only ort Capacity & Supply
For conversion from sales	to transport, Electronic Mete	r Installation form(s) pr Compan		heck one
* Attach list showing the above informa	tion for each Receiving Party.	Shippe		
INTERDITO	TIBLE SERVICE	2000	Annual	MTDO
	* & Facility Address		Qty. (Dth)	On Peak Demand Q
receiving raity	et l'acincy Address		Qty. (Dui)	On I can Demand
			1	
FIRM SEI	EVICE		Annual	Firm Capacity

Page 1 of 2

ADVICE LETTER NUMBER 688 ISSUE DATE November 29, 2006

DECISION NUMBER R06-1261 VICE PRESIDENT, Rates & Regulatory Affairs DATE December 1, 2006

Sub.	Fourth	n Revised	SI	heet No.	Т26
Sub.	Third	Revised	-	ancels	Т26

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_	e substitution and a substitutio	DMENT/CHANGE NOTIFIC. FATION SERVICE AGREEN	of Control of the
	Anticipated Date of Service to Commence: Anticipated Date of Service to Terminate:		
	Firm Transportation Primar (not needed for Interruptible Transport		*Receipt Point Daily Quantity (Dth)
ok 7		and annual Rock Day Counties	Total
* 5	Receipt Point Quantity should not include fuel %, and Total Quantity can Nomin atting *Agent:		
	Mailing Address:		3
	Contact Name:	Phone #: Fax #:	
Eı	nergency Contacts During: Business Hours:		
	After Hours:	Phone #:	±0
* }	Receives Transportation, Meter and Imbalance Summary reports.  Billing		-
	Agent:		
	Mailing Addr:  Contact Name:		
<b>4</b> - 1	Phone #:	Fax #:	
E	Receives Billing Summary & Quantity Determination Detail reports.  Submitted By*:		
	Name:		
	Title: Date:		
*	Must be signed by an authorized Corporate Official		
	Col	mpany Use Only	
	Approval Of This Request Will Amend	l Shipper's Gas Transportation	Service Agreement
	Approved:	Agency Designation Received	1:
	Name:	Meter Request Completed:	
	Title: Date:	Imbalance transfer letter subn	itted with request (y/n):
_	Transport Rep:	-	

ADVICE LETTER NUMBER \_\_\_\_

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November 29, 2006

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NUMBER

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

Sub. Fourth Revised T27 Sheet No. Cancels Sub. Third Revised T27 Sheet No.

December 1, 2006

DATE

		Doc	ument No	
	FIRM GAS TRA	ANSPORTATION SERVIC	E AGREEMENT	
corporation	SERVICE AGREEMENT, 20, by Public and collectively referred	Service Company of (Shipper), a	E Colorado (Co corpora	ompany), a Colorado
		THE PARTIES REPRE	SENT:	
	r has by separate referred to as "Ship			
	r will cause Shippe specified in Exhibit(		delivered to	Company's Receipt
Gas from the on a firm c	r has requested and Receipt Point(s) to apacity basis and, i vation basis; and	the Delivery Point	(s), as speci	fied in Exhibit(s),
a communica	r assumes responsibil tion line necessary Exhibit(s)			
	THEREFORE,	THE PARTIES AGREE	AS FOLLOWS:	
gas transpo Public Utili	Shipper acknowledg eunder is subject to station tariff as on ties Commission of that ated herein as part o	the terms and co file and in effo ne State of Colora	nditions of Co ect from time	ompany's applicable to time with the
this agreeme this agreeme of the Comm: In the event action which party shall	This agreement, and nt and as set out in nt by reference, shal ission upon notice are that any party to the could cause a modification provide written notice the Commission.	the tariff provis I at all times be nd hearing and a f this agreement required fication in the co	ions which are subject to modified inding of good uests the Commonditions of the contract of t	e incorporated into dification by order od cause therefore. mission to take any this agreement, the
for nominat	If the end-use cust ion, gas purchases, ll provide the utilit	and balancing, t	the end-use	
ADVICE LETTER NUMBER	688		ISSUE DATE	November 29, 2006
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PUBLIC SERVICE COMPANY OF COLORADO Sub. Fourth Revised T28 Sheet No. P O Roy 840 Cancels Sub. Third Revised T28 Denver, CO 80201-0840 Sheet No. 2. Rates and Payment: Transportation service, Firm Capacity service and Firm S Supply Reservation service provided by Company under this Service Agreement shall be paid for by Shipper at the standard charges applicable under Rate Schedule TF set forth in Company's gas transportation tariff unless otherwise specified in Exhibit(s) . Applicable facility charges shall be paid at the rate set forth in Company's Gas Transportation Tariff unless otherwise specified in Exhibit(s) . 3. Back-up Supply Sales Service: In the event that adequate supplies of S Shipper's gas are not available for receipt by Company, Company shall sell to Shipper sufficient quantity(s) of natural gas as nominated by Shipper up to the Firm Supply Reservation Quantity for the Firm Supply Reservation Service (if any) as specified in  $Exhibit(s)_{----}$ , but in no event greater at any Delivery Point than the Peak Day Quantity at such Delivery Point as specified in Exhibit(s)\_\_\_. If Shipper does not purchase Firm Supply Reservation Service or exceeds the Firm Supply Reservation Quantity, Shipper may nominate and purchase from Company Back-up Supply Sales Service on an interruptible basis, to the extent such Back-up Supply Sales Service is available, in the event that adequate supplies of Shipper's gas are not available for receipt by Company. Applicable charges shall be as set forth in Company's Gas Transportation Tariff. 4. Quality: Gas delivered by the Shipper or for the Shipper's account at the Receipt Point(s) as specified in Exhibit(s)\_\_\_\_\_ shall conform to the specifications for gas as specified in Exhibit(s)\_\_\_ 5. Term - Effective Date: Service hereunder shall begin \_\_\_\_. Unless otherwise mutually agreed, Firm Capacity Service shall continue through the end of the current Contract Year, and from year to year thereafter until terminated as of the end of any Contract Year by either party upon thirty (30) days written notice. 6. Notices: Except as otherwise provided, any notice or information that S either party may desire to give to the other regarding this agreement shall be in writing to the following address, or to such other address as either of the parties shall designate in writing. COMPANY: SHIPPER: S Payments Only: Invoices only: Public Service Company of Colorado Attn: Phone #: Phone #: Fax #: Fax #: All Others Public Service Company of Colorado Attn: Phone #: Phone #: Fax #: Fax #:

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P O Roy 840 Cancels Sub. Third Revised T29 Denver. CO 80201-0840 Sheet No. -Routine communications, including monthly statements and payments, shall be S considered as duly delivered or furnished three (3) days after being mailed or when transmitted electronically. 7. Assignment - Consent: This Service Agreement shall not be assigned by S either party hereto, without the prior written consent of the other party, which consent shall not be unreasonably withheld. 8. Cancellation of Prior Agreement: This Service Agreement supersedes, S cancels and terminates, as of the Effective Date of this Service Agreement, the following agreements and any amendments thereto: Document No.-\_\_\_\_, Dated: \_ and Company. between 9. Cancellation of this Service Agreement: Shipper may cancel this Service | S Agreement upon thirty (30) days' written notice, subject to any applicable termination charges pursuant to Company's Gas Transportation Tariff. If Receiving Party(s) then choose to return to full firm natural gas service from Company, Company will, at Receiving Party's request, subject to availability of sufficient volumes of firm natural gas from Company's suppliers, reinstate Receiving Party with full firm service under the appropriate tariffs as they may be filed with the Commission. Shipper shall be responsible for any costs which may be incurred by Company due to such termination. 10. Exhibit(s) and Addendums: All exhibits attached hereto are incorporated | S into the terms of this Agreement. IN WITNESS WHEREOF, the parties have executed this Firm Gas Transportation Service Agreement as of the day and year first above written. Document # \_\_\_\_ COMPANY: SHIPPER: PUBLIC SERVICE COMPANY OF COLORADO By\_\_\_\_\_ Ву Title Title Taxpayer I.D. No. 84-0296600 Taxpayer I.D. No. Witness/Attest: Witness/Attest: (please type name) (please type name) ADVICE LETTER ISSUE 688 November 29, 2006 NUMBER DATE December 1, 2006 VICE PRESIDENT, DECISION R06-1261

Rates & Regulatory Affairs

Sub. Fourth Revised Sheet No. \_\_

		Sub.	Fourth	Revised	Sheet No	Т30
P.O. Box 840 Denver, CO 80201-0840		Sub.	Third F	Revised	Cancels  Sheet No. —	Т30
			Effect	ent # ive Date Of ive Date Of		
	EXI	HIBIT				
TO TH	E FIRM	TRANSPORTATIO	ON SERVI	CE AGREEMENT		
		BETWEE	N			
			(S	hipper)		
		AND				
		CE COMPANY OI	F COLORA	DO (Company)		
1. PRIMARY RECEIPT POINT(S  Receipt Point		Peak Day Quar	tity	II+iliga+	ion Curve	
Receipt Foint		Dth/Day	СТСУ		neral	
				Ger	ierai	
2. FIRM CAPACITY SERVICE -	DELIVER	Y POINT(S)				
Party Point Cap & Service Pea Address Qua	irm acity k Day ntity Oth)	Service and Facility Charge	Spec. Fac. Chg.	Transportat Commodity Charge		
Total Firm Capacity Reserva	ation Pe	ak Day Quant	ity:	Dth		
ADVICE LETTER NUMBER 688				ISSUE DATE	November 2	9, 2000
DECISION NUMBER R06-1261	_	VICE PRESID Rates & Regulator		EFFECTIVE DATE	December 1	, 2006

NUMBER

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P.O. Box 840 Cancels Sub. Third Revised T31 Denver, CO 80201-0840 Sheet No. 3. FIRM SUPPLY RESERVATION SERVICE Total Firm Supply Reservation Peak Day Quantity as of \_\_\_\_\_, \_\_ This Exhibit shall be deemed amended to add or delete Receipt Points or Delivery Points through written Requests for Amendment to the Service Agreement which are approved by Company. Company shall make a list of all currently authorized Receiving Parties and Receipt Points under the Service Agreement available to Shipper by posting such list on Company's Electronic Bulletin Board. ADVICE LETTER **ISSUE** 688

Sub. Fourth Revised

T31

Sheet No.

VICE PRESIDENT. Rates & Regulatory Affairs November 29, 2006

**EFFECTIVE** December 1, 2006 DATE

DATE

PUBLIC SERVICE COMPANY OF COLORADO Sub. Fourth Revised T32 Sheet No. P O Roy 840 Cancels Sub. Third Revised T32 Denver, CO 80201-0840 Sheet No. Document # \_ INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT AGREEMENT (Agreement), made and entered into THIS 20\_\_\_, by and between Public Service Company of Colorado (Company), a Colorado corporation, and \_\_\_\_ \_\_ (Shipper), a corporation. Company and Shipper are collectively referred to as the "Parties." THE PARTIES REPRESENT: Shipper has by separate agreement acquired supplies of natural gas, hereinafter referred to as "Shipper's Gas", to be delivered to Delivery Point(s); Shipper will cause Shipper's Gas to be delivered to Company's Receipt Point(s) as specified in Exhibit(s) ; and Shipper has requested and Company agrees to receive and transport Shipper's Gas from the Receipt Point(s) to the Delivery Point(s), as specified in Exhibit(s), interruptible basis as long as system capacity is available for transportation of such gas. Shipper assumes responsibility for the installation and maintenance costs for a communication line necessary for electronic metering for the facility(s) specified in Exhibit(s) THEREFORE, THE PARTIES AGREE AS FOLLOWS: 1. (a) Shipper acknowledges and agrees that gas transportation service provided hereunder is subject to the terms and conditions of Company's applicable gas transportation tariff as on file and in effect from time to time with the Public Utilities Commission of the State of Colorado and such terms and conditions are incorporated herein as part of this Agreement. (b) This agreement, and all its rates, terms and conditions as set out in N this agreement and as set out in the tariff provisions which are incorporated into this agreement by reference, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore. In the event that any party to this agreement requests the Commission to take any action which could cause a modification in the conditions of this agreement, the party shall provide written notice to the other parties at the time of filing the request with the Commission. (c) If the end-use customer uses a marketing broker for nomination, gas N purchases, and balancing, the end-use customer shall provide the utility with an Agency Agreement.

ISSUE ADVICE LETTER November 29, 2006 NUMBER DATE VICE PRESIDENT. DECISION **EFFECTIVE** R06-1261 December 1, 2006 NUMBER Rates & Regulatory Affairs DATE

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NUMBER

P O Roy 840 Cancels Sub. Third Revised Denver. CO 80201-0840 Т33 Sheet No. 2.Rates and Payment: Transportation service provided by Company under this S Service Agreement shall be paid for by Shipper at the standard charges applicable under Rate Schedule TI set forth in Company's gas transportation tariff unless otherwise specified in Exhibit(s)\_\_\_. Applicable facility charges shall be paid as set forth in Company's Gas Transportation Tariff unless otherwise specified in Exhibit(s) . 3. Back-up Supply Sales Service: Shippers have the option to nominate and Spurchase from Company Back-up Supply Sales Service on an interruptible basis, to the extent such Back-up Supply Sales Service is available, in the event that adequate supplies of Shipper's gas are not available for receipt by Company. The applicable charges shall be as set forth in Company's Gas Transportation Tariff. 4. Quality: Gas delivered by the Shipper or for the Shipper's account at the Receipt Point(s) as specified in Exhibit(s)\_\_\_ shall conform to the specifications for gas as specified in Exhibit(s) . 5. Term Effective Date: Service hereunder for a primary term of one year, and from year to year thereafter unless terminated by either party upon thirty (30) days written notice prior to the end of the primary term or any succeeding year thereafter. Notices: Except as otherwise provided, any notice or information that either party may desire to give to the other regarding this agreement shall be in writing to the following address, or to such other address as either of the parties shall designate in writing. COMPANY: SHIPPER: Payments Only: Invoices only: Public Service Company of Colorado Attn: Phone #: Phone #: Fax #: Fax #: All Others Public Service Company of Colorado Attn: Phone #: Phone #: Fax #: Fax #: Routine communications, including monthly statements and payments, shall be considered as duly delivered or furnished three (3) days after being mailed or when transmitted electronically . 7. Assignment - Consent: 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. ISSUE ADVICE LETTER NUMBER 688 DATE <u>November 29, 2006</u> VICE PRESIDENT, DECISION **EFFECTIVE** 

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T33

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DATE

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

Sub. Fourth Revised T34 Sheet No. Cancels Sub. Third Revised T34 Sheet No.

8. <u>Cancellation of Prior Agreement</u> : This Sercancels and terminates, as of the Effective Date of	rvice Agreement supersedes, this Service Agreement, the
following agreements and any amendments thereto:  Document No,	o
Dated: and Co	mpany.
9. <u>Cancellation of this Service Agreement</u> : Ship Agreement upon thirty (30) days' written notice. Shipp	oper may cancel this Service
Agreement upon thirty (30) days' written notice. Shipp any costs that may be incurred by Company due to such te	er shall be responsible for rmination.
10. Exhibit(s) and Addendums: All exhibits attacinto the terms of this Service Agreement.	ched hereto are incorporated
	10015
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Sub. Fourth Revised T35 Sheet No. Cancels T35 Sub. Third Revised Sheet No.

COMPANY: PUBLIC SERVICE COMPANY OF COLORADO  By Title Title Taxpayer I.D. No. 84-0296600  Witness/Attest:  Witness/Attest:	IN WITNESS WHEREOF, the parties Transportation Service Agreement as of th	have executed this Interruptible Gas be day and year first above written.
PUBLIC SERVICE COMPANY OF COLORADO  By  Title  Title  Taxpayer I.D. No. 84-0296600  Witness/Attest:  Witness/Attest:	Document #	
Title	COMPANY: PUBLIC SERVICE COMPANY OF COLORADO	
TitleTitleTitleTaxpayer I.D. No. 84-0296600 Taxpayer I.D. No Witness/Attest: Witness/Attest:	By	Ву
Taxpayer I.D. No. 84-0296600  Taxpayer I.D. No  Witness/Attest:  Witness/Attest:	Title	
	Taxpayer I.D. No. 84-0296600	
(Please type name) (please type name)	Witness/Attest:	Witness/Attest:
	(Please type name)	(please type name)
	ADVICE LETTER NUMBER 688	ISSUE November 20, 2006

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				Sub.	Fourth	Revis	ed	Sheet No.	Т36
P.O. Box 840 Denver, CO 8020	1-0840			Sub.	Third 1	Revise	d	Cancels Sheet No.	Т36
					Effec	tive D		Agreement Exhibit:	::
			E	EXHIBIT					
	ТО	THE INT	ERRUPTIB	LE TRANSPOF	RTATION	SERVI	CE AGRE	EEMENT	
				BETWEE	EN				
					(Shi	pper)			
				AND					
		PUBLI	C SERVICE	E COMPANY O	F COLOR	ADO (C	ompany	)	
1. CATAGORY	Y ONE RECE	IPT POI	NT(S)						
R	eceipt Poi	int		Maximum Da sportation Dth/Day	Quantit	У	Utili	zation Cu	rve
2. DELIVER	Y POINT(S)								_
Receive Party & Serve Addres	Point ice	MTDQ (Dth)	On Peak Demand Qty. (Dth)	Service and Facility Charge	Spec. Fac. Chg.	tat Commo	spor- ion odity arge	Term of Rate	
Matal Massis	Daile	M				Dth/D			
Total Maximum This Exhiburitten ReCompany. under the Electronic	oit shall equests fo Company sl Service Ag	be deep or Amend hall mal greement	med amen dment to	ded to add the Servi	ice Agr urrentl	elete eement y auth	Delive which	h are ap <sub>l</sub> l Receivin	proved by Ig Parties
ADVICE LETTER NUMBER	688						SUE ATE _	November	29, 2006
DECISION NUMBER	R06-1261		_	VICE PRESIDE Rates & Regulatory			FFECTIVE ATE _	December	1, 2006

Sub. Third Revised T37 Sheet No. Cancels

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

Second Revised

Sheet No.

Т37

# AGENCY AGREEMENT

AGENCY AGREEMENT FOR PUBLIC SERVICE COMPANY OF COLORA GAS TRANSPORTATION SERVICES (FOR USE WITH MASTER AGREEMENTS)	VDO I
The undersigned, by and on behalf of  (Receiving Party), having a mailing address of  , hereby designates  (Agent Shipper), having a	mailing address of its agent, with full
authority to act on its behalf in obtaining and managi service provided by Public Service Company of Colorado (Colorado) below, for the transportation of gas supplies from Compan Receiving Party at the following Delivery Point(s):	ng gas transportation Company), as specified
Receiving Party authorizes Agent Shipper to act on its for gas transportation services provided by Company, array of gas quantities to Company's Receipt Point(s) for Receive submitting all nominations therefor, managing gas transincurred on behalf of Receiving Party, receiving invoipaying all applicable charges for gas transportation servito Receiving Party at the above Delivery Point(s). Receive and warrants that it has not entered into a gas transportate with Company for deliveries to the above Delivery Point hereby designating Agent Shipper to enter into such agree that purpose on its behalf.	riging for the delivery siving Party including asportation imbalances ces from Company and ce provided by Company aving Party represents tion service agreement at(s), but instead is
Agent Shipper and Receiving Party acknowledge that al Company is for the benefit of Receiving Party, and in Shipper or Receiving Party fails to make timely payment for Company, or otherwise is in default under the provision Transportation Tariff, this Agency Agreement may be revok service provided shall be subject to termination in accordant Shipper's failure to make payment, Receiving Party to continued service, regardless of whether Receiving Party Agent Shipper, until Company receives full and complete pand Receiving Party shall be jointly and severally liable and owing Company for all services provided.	the event that Agent or service provided by on's of Company's Gas ed by Company and all ordance with Company's ce is as a result of shall not be entitled by has made payment to ayment. Agent Shipper
As of the date in Section 9 below, Agent Shipper shal be authorized, in the following manner, to act on Receivin Party's behalf in obtaining and managing Company's gatransportation services.	a
/ICE LETTER ISSUE MBER 688 DATE	Manage 20 2006

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**DECISION** NUMBER R06-1261

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Sub. Third Revised T38 Sheet No. Cancels T38

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P O Roy 840 Denver, CO 80201-0840

Second Revised Sheet No.

Agent Shipper shall be authorized to negotiate and execute gas transportation service agreement(s) with Company for the delivery of gas from various Receipt Points to the Delivery Point(s) specified above on behalf of Receiving Party. Receiving Party acknowledges and agrees that such agreement may be a Master Agreement, as defined in the Gas Transportation Tariff, that may include additional delivery points to other Receiving Parties that similarly have designated Agent Shipper as their agent.

- Receiving Party acknowledges and agrees that, in order for Agent Shipper to carry out its responsibilities hereunder, Agent Shipper shall have access to daily transportation quantities for all Delivery Points specified In addition, Agent Shipper shall be authorized to obtain from Company information pertaining to Receiving Party's historical natural gas utilization at the Delivery Point(s) specified above.
- Agent Shipper shall nominate to Company, 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 Company's Gas Transportation Terms and Conditions on file and in effect from time to time with the Agent Shipper authorizes the following personnel from its Commission. organization to make binding nominations for this purpose.

Title: Phone Number: Name:

- Agent Shipper shall be authorized to approve, install and maintain phone lines or any associated equipment necessary for gas transportation service to the Receiving Party.
- Agent Shipper shall continue to act for Receiving Party in securing gas transportation services for so long as this Agency Agreement and the underlying gas transportation service agreement remains in effect. Gas transportation service may be terminated by either Agent Shipper or Receiving Party in accordance with the Termination provisions of the applicable Rate Schedule in Company's tariff. This Agency Agreement may be terminated by Receiving Party, effective upon the first day of any Month that Receiving Party is to commence receiving gas transportation service under a different Master Agreement or new gas transportation service agreement, by providing written notice to Agent Shipper and Company by the fourth Business Day preceding such effective date. This Agency Agreement may be terminated by Agent Shipper or Receiving Party by providing the other party and Company thirty (30) days' advance written notice to be effective upon the first day of the calendar month immediately following such thirty (30) day notice period. A shorter notice period and/or alternative effective date may be accepted by Company upon mutual agreement of Company, Agent Shipper and Receiving Party. Agent Shipper and Receiving Party acknowledge and agree that this Agency Agreement may also

be revoked by Company or the underlying gas transportation service agreement between Company and Agent Shipper may be suspended or terminated by Company in accordance with the terms and conditions of Company's Gas Transportation Tariff. Any termination of gas transportation service shall be in accordance with and subject to the Company Gas Transportation Terms and Conditions on file and in effect

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P O Roy 840 Denver, CO 80201-0840 Second Revised T39 Sheet No.

with the Colorado Public Utilities Commission. Regardless of termination, Receiving Party shall continue to honor any commitments made by Agent Shipper to Company on its behalf for the period that the agency was in effect. Any imbalances attributable to Receiving Party upon revocation or termination of this Agency Agreement, or suspension or termination of the gas transportation service agreement between Company and Agent Shipper, shall be determined and resolved in accordance with Company's Gas Transportation Tariff.

- In the event the gas transportation service agreement between Agent Shipper and Company is suspended or terminated during the term of this Agency Agreement any Imbalance incurred by Agent Shipper which remains outstanding and is not resolved by Agent Shipper in accordance with Company's Gas Transportation shall be allocated on a pro rata basis to all Receiving Parties for which Agent Shipper was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities of such Receiving Parties during the period in which such Imbalance arose. In the event any invoiced amounts due by Agent Shipper for charges, cashouts or penalties incurred as a result of Agent Shipper's responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated to the Receiving Parties on the same pro rata basis as provided herein for allocating Imbalance quantities.
- Upon execution of said transportation agreement(s) by Agent Shipper for Receiving Party, Receiving Party shall be bound by the terms and conditions thereof as if Receiving Party had signed said agreement(s) directly as to the Delivery Point(s) specified above. After executing gas transportation agreement(s) for Receiving Party, Agent Shipper shall pay all applicable charges incurred for the benefit of Receiving Party in accordance with the Rules and Regulations for Natural Gas Service and the Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission, including any charges for imbalance cashouts or any natural gas sold by Company thereunder.
- 8.) All obligations of Agent Shipper and Receiving Party to Company herein with respect to gas transportation service provided by Company shall survive termination of this Agency Agreement.

9.)	This	Agency	Agreeme •	nt	shall	beco	ome	effective	as	of
This		Agreement		and	entered	into	this		day	of
SIGN	ED:									
(Re	ceiving	Party)			( )	Agent	Shippe	er)	_	
	print n	ame)				(print	t name	)		
Title	e:			Tit	le:					

ADVICE	LETTER
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DECISION

NUMBER

NUMBER

R06-1261

VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE DATE November 29, 2006

**EFFECTIVE** DATE

December 1, 2006

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Sub. Third Revised \_\_\_\_ Sheet No. \_\_\_

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

Second Revised

Cancels \_ Sheet No. \_

T40

Ν

AGENCY AGREEMENT FOR PUBLIC SERVICE COMPANY OF COLORADO GAS TRANSPORTATION SERVICES (FOR USE WHEN RECEIVING PARTY HAS EXECUTED SERVICE AGREEMENT) The undersigned, by and on behalf of (Receiving Shipper), having a mailing address of \_\_\_\_\_ \_\_\_\_, hereby designates \_ (Shipper's Agent), having a mailing address of behalf in performing certain of Receiving Shipper's responsibilities, as specified below, under the Gas Transportation Service Agreement dated \_\_\_\_\_\_, by and between Public Service Company of Colorado (Company) and Receiving Shipper, Contract No. \_\_\_\_\_ (GTSA), providing for the transportation of gas supplies by Company from Company's Receipt Points to Receiving Shipper at the Delivery Point(s) specified in the GTSA. Receiving Shipper represents and warrants to Shipper's Agent and Company that, during the term of this Agency Agreement, Receiving Shipper is and shall remain the only end-use customer eligible to receive physical deliveries of gas from Company under the GTSA. As of the effective date set forth below, Shipper's Agent shall be authorized, in the following manner, to act on Receiving Shipper's behalf in managing gas transportation services provided by Company under the GTSA: Access to Load Data. Receiving Shipper acknowledges and agrees that, in order for Shipper's Agent to carry out its responsibilities hereunder, Shipper's Agent shall have access to daily transportation quantities for all Receipt Point(s) and Delivery Point(s) specified in the GTSA. In addition, Shipper's Agent shall be authorized to obtain from Company information pertaining to Receiving Shipper's historical natural gas utilization at the Delivery Point(s) specified in the GTSA. Authorized by Accepted by Receiving Shipper: \_\_\_\_\_ Shipper's Agent: Point(s) specified in the GTSA, and otherwise schedule gas to meet Receiving Shipper's daily volume requirements and to resolve any and all gas transportation imbalances under the GTSA in accordance with the Company's Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission. Shipper's Agent authorizes the following personnel from its organization to make binding nominations for this purpose. Name: Title: Phone Number: Upon termination of this Agency Agreement, the GTSA shall become subject to the scheduling and balancing provisions of Company's Gas Transportation Tariff, and Receiving Shipper shall make arrangements to resume nominations to ensure appropriate quantities are nominated and scheduled under the GTSA. ISSUE ADVICE LETTER

DECISION

NUMBER

688

VICE PRESIDENT, Rates & Regulatory Affairs DATE

November 29, 2006

**EFFECTIVE** 

DATE <u>December 1, 2006</u>

Sub. Third Revised \_\_\_\_ Sheet No. \_ P.O. Box 840 Cancels Second Revised T41 Denver, CO 80201-0840 Sheet No. -Ν Authorized by Accepted by Receiving Shipper: Shipper's Agent: Aggregate Balancing. In addition to the responsibilities of nomination and scheduling set forth in the foregoing paragraph, Receiving Shipper hereby authorizes Shipper's Agent to resolve gas transportation imbalances incurred under the GTSA on Receiving Shipper's behalf by combining any and all such imbalances with imbalances incurred for similar time periods under other gas transportation service agreement(s) between Company and Shipper's Agent, or other Receiving Parties that similarly have designated Shipper's Agent as agent for purposes of managing gas transportation imbalances. Receiving Shipper acknowledges and agrees that Company's reporting of gas transportation imbalances for the GTSA will not reflect Receiving Shipper's share of the gas transportation imbalances attributable to Shipper's Agent on an aggregate basis. In the event this Agency Agreement is revoked or terminated and any Imbalance incurred pursuant to the terms hereof remain outstanding and Shipper's Agent fails to resolve such Imbalance, such outstanding Imbalance shall be allocated on a pro rata basis to all Service Agreements, including the GTSA, for which Shipper's Agent was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities under of such Service Agreement during the period in which such Imbalance arose. In the event any invoiced amounts due by Shipper's Agent for charges, cashouts or penalties incurred as a result of Shipper's Agent responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated among such Service Agreements on the same pro rata basis as provided herein for allocating Imbalance quantities. A Receiving Shipper electing Aggregate Balancing acknowledges that, to the extent the GTSA provides for gas transportation from specific Receipt Point(s) at charges at less than the standard rates and charges applicable under Company's tariff (i.e., a path-specific discount), Company's standard gas transportation rates and charges shall apply. Authorized by Accepted by Receiving Shipper: Shipper's Agent: Billing and Payment. Receiving Shipper hereby authorizes Shipper's Agent to receive and pay, and Shipper's Agent hereby agrees to pay, Company's regular monthly invoices setting forth all applicable charges for gas transportation services provided pursuant to the GTSA. Shipper's Agent and Receiving Shipper acknowledge that all service provided by Company is for the benefit of Receiving Shipper, and in the event that Shipper's Agent or Receiving Shipper fails to make timely payment for service provided by Company, or otherwise is in default under the provision's of Company's Gas Transportation Tariff, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in accordance with Company's Gas Transportation Tariff. If such termination of service is as a result of Shipper's Agent's failure to make payment, Receiving Shipper shall not be entitled to continued service, regardless of whether Receiving Shipper has made payment to Shipper's Agent, until Company receives full and complete payment. Shipper's Agent and Receiving Shipper shall be jointly and severally liable for all payments due and owing Company for all services provided.

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Authorized by

688

R06-1261

Receiving Shipper:

VICE PRESIDENT, Rates & Regulatory Affairs

Accepted by

Shipper's Agent:

ISSUE DATE

November 29, 2006

EFFECTIVE DATE

<u>December 1, 2006</u>

Sub. Third Revised Sheet No. T42

Second Revised Cancels Sheet No. T42

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

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

4. This Agency Agr	eement	SHATI	Decome	ellective	as	OI
This Agency Agreement is r	made and	entered	into this		day	of
SIGNED:						
(Receiving Shipper)		(Sł				
(print name)						
Title:	Tit	le:				

ADVICE LETTER

DECISION

NUMBER

NUMBER 688

R06-1261

VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

DATE

**EFFECTIVE** 

November 29, 2006

December 1, 2006

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P.O. Box 840 Denver, CO 8020	1-0840		2	Second	Revised		Cancels Sheet No.	Т43-Т62
		RESERVED	FOR F	UTURE	FILING			
ADVICE LETTER NUMBER	688					ISSUE DATE	November	29, 2006
DECISION NUMBER	R06-1261	Ra	VICE PR	RESIDENT, gulatory Affa	airs	EFFECTIVI DATE	December	1, 2006