

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO**

* * * * *

**IN THE MATTER OF ADVICE LETTER NO.)
1027-GAS OF PUBLIC SERVICE)
COMPANY OF COLORADO TO REVISE)
ITS NATURAL GAS SERVICE)
DISTRIBUTION EXTENSION POLICY TO)
BE EFFECTIVE FEBRUARY 1, 2024)**

PROCEEDING NO. 23AL-0636G

UNANIMOUS COMPREHENSIVE SETTLEMENT AGREEMENT

INTRODUCTION AND IDENTIFICATION OF PARTIES

This Unanimous Comprehensive Settlement Agreement (“Settlement Agreement” or “Agreement”) is filed on behalf of Public Service Company of Colorado (“Public Service” or the “Company”), Trial Staff (“Staff”) of the Colorado Public Utilities Commission (“Commission”), the Colorado Office of the Utility Consumer Advocate (“UCA”), and Western Resource Advocates (“WRA”) (each a “Settling Party” and collectively the “Settling Parties”). For efficiency, the “Background” included in the accompanying Joint Unopposed Motion is incorporated herein.

This Settlement Agreement is intended to represent a unanimous and comprehensive resolution of Commission Proceeding No. 23AL-0636G, which addresses Public Service’s Advice No. 1027 – Gas Amended to revise Its Natural Gas Service Distribution Extension Policy (“Advice Letter”) in compliance with certain statutory provisions enacted through Colorado Senate Bill (“SB”) 23-291, which are § 40-3.2-104.3, C.R.S. and § 40-3.2-104.5, C.R.S.

SETTLEMENT AGREEMENT

The following terms comprise the Settlement Agreement reached by the Settling Parties.

1. The Settling Parties acknowledge and agree that this filing has been made for the limited purpose of revising the Company's COLO. PUC No. 6 Gas tariff ("Gas Tariff") to eliminate incentives to establish gas service to a property as required by § 40-3.2-104.3, C.R.S. and to address the requirements of § 40-3.2-104.5, C.R.S. regarding termination of gas service to properties.

2. The Settling Parties agree to consensus tariff updates, as reflected in redline in Appendix 1 to the Settlement Agreement ("Consensus Tariff Updates"). The Consensus Tariff Updates further clarify that the Company will not charge customers for voluntarily terminating gas service consistent with § 40-3.2-104.5, C.R.S. and update grandfathering provisions for construction allowances to more closely reflect the language in § 40-3.2-104.3(2)(d), C.R.S. The Consensus Tariff Updates otherwise align with the Gas Tariff changes proposed by the Company in the Advice Letter filing in this matter, as amended, which proposed removing all customer construction allowances and requiring customers to pay for the full costs of all new Meter Sets moving forward consistent with § 40-3.2-104.3, C.R.S.

3. The Company agrees to implement the Consensus Tariff Updates consistent with § 40-3.2-104.5 in a manner that avoids burdensome requirements for customers seeking to terminate natural gas service. As part of this commitment, the Company will train relevant staff and update relevant forms in an effort to provide a streamlined disconnection experience for customers.

4. The Settling parties further agree that the Consensus Tariff Updates are not intended to fully address the line extension policy requirements outlined in Rule 4210, as discussed by the Commission in Decision No. C24-0062 ¶¶ 11-15, 18. The Settling Parties acknowledge that Rule 4210 establishes ongoing requirements that may be addressed in a future base rate case or other appropriate filing.

5. The Settling Parties agree that the originally filed tariff changes should be permanently suspended. No later than five calendar days after the final decision approving this Settlement, Public Service shall file a new compliance advice letter to implement, on not less than two business days' notice, the Consensus Tariff Updates.

6. The Settling Parties agree this Settlement is in the public interest because it meets the aforementioned statutory intent and requirements. Further, the Settling Parties have reviewed the applicable statutes and resolved their differences herein. Therefore, approving this Settlement will avoid litigation and result in judicial economy by conserving the Commission's resources. The Settling Parties agree to support the Settlement as being in the public interest in proceedings before the Commission and to advocate in good faith that the Commission approve the Settlement in its entirety.

GENERAL PROVISIONS

1. This Settlement represents a compromise of the Settling Parties' positions and has been negotiated as a comprehensive settlement. As such, the Settling Parties acknowledge that their support and advocacy for the Settlement is based upon the Settlement as a whole and not based upon its individual components viewed in isolation.

2. Except as otherwise expressly noted in this Settlement: (a) the execution of this Settlement will not be deemed to constitute an acknowledgment of any Settling Party

of the validity or invalidity of any particular method, theory or principle of ratemaking or regulation, and no Settling Party will be deemed to have agreed that any principle, method or theory of regulation employed in arriving at this Settlement is appropriate for resolving any issue in any other proceeding; (b) the execution of the Settlement will not constitute the basis of estoppel or waiver in future proceedings by any Settling Party; and (c) no Settling Party will be deemed to be bound by any position asserted by any other Settling Party. The discussions among the Settling Parties, and documents exchanged between them, that produced this Settlement Agreement have been conducted in accordance with Rule 408 of the Colorado Rules of Evidence.

3. Nothing in this Settlement Agreement shall constitute a waiver by any Settling Party with respect to any matter not specifically addressed in this Settlement Agreement.

4. The Settling Parties agree to support, or not oppose, all aspects of the Settlement Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Settlement Agreement, and/or in any other hearing, proceeding, or judicial review relating to this Settlement Agreement or the implementation or enforcement of its terms and conditions. Each Settling Party also agrees that, except as expressly provided in this Settlement Agreement, it will take no formal action in any administrative or judicial proceeding that would have the effect, directly or indirectly, of contravening the provisions or purposes of this Settlement Agreement. However, except as expressly provided herein, each Settling Party expressly reserves the right to advocate positions different from those stated in this Settlement

Agreement in any proceeding other than one necessary to obtain approval of, or to implement or enforce, this Settlement Agreement or its terms and conditions.

5. This Settlement Agreement is an integrated agreement that may not be altered by the unilateral determination of any Settling Party. There are no terms, representations or agreements among the parties which are not set forth in this Settlement Agreement.

6. Except as otherwise expressly provided in this Stipulation, the issuance of a decision approving this Stipulation will not be deemed to work as an estoppel upon the Settling Parties or the Commission, or otherwise establish, or create any limitation on or precedent of the Commission, in future proceedings.

7. This Settlement, if adopted and approved by the Commission, resolves all disputed matters related to this proceeding between the Settling Parties except as explicitly noted otherwise. Any disputed matters will be deemed resolved to the extent that the Settlement is not compromised by material alterations.

8. This Settlement Agreement shall not become effective until the Commission issues a final decision addressing the Settlement Agreement. In the event the Commission modifies this Settlement Agreement in a manner unacceptable to any Settling Party, that Settling Party may withdraw from the Settlement Agreement and shall so notify the Commission and the other Settling Parties in writing within ten (10) days of the date of the Commission order. In the event a Settling Party exercises its right to withdraw from the Settlement Agreement, this Settlement Agreement shall be null and void and of no effect in this or any other proceeding.

9. There shall be no legal presumption that any specific Settling Party was the drafter of this Settlement Agreement.

10. This Settlement Agreement may be executed in counterparts, all of which when taken together shall constitute the entire Agreement with respect to the issues addressed by this Settlement Agreement. This Settlement Agreement may be executed and delivered electronically and the Settling Parties agree that such electronic execution and delivery, whether executed in counterparts or collectively, shall have the same force and effect as delivery of an original document with original signatures, and that each Settling Party may use such facsimile signatures as evidence of the execution and delivery of this Settlement Agreement by the Settling Parties to the same extent that an original signature could be used.

Appendix 1: Consensus Tariff Updates

COLO. PUC No. 6 Gas

PUBLIC SERVICE COMPANY OF COLORADO

Fourth Revised Sheet No. R11

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

Sub. Third Revised Cancels
Sheet No. R11

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

CUSTOMER'S INSTALLATION - Cont'd

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

All gas piping and other natural gas equipment on the customer's side of the Point of Delivery will be furnished, installed and maintained at all times by the customer in conformity with good practice and with the requirements of the Standards of the National Board of Fire Underwriters for the Installation, Maintenance and Use of Piping, Appliances and Fittings for City Gas, any Municipal Ordinances or Codes, 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. In the instance of a customer request to voluntarily terminate gas service and disconnect from the distribution system without the intent to resume natural gas service at the premise, the Company will do so at no charge to the customer, unless otherwise permitted by the Commission. Meters and other equipment of the Company will be removed or relocated only by employees or agents of the Company.

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ISSUE
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NUMBER _____

REGIONAL VICE PRESIDENT,
Rates & Regulatory Affairs

EFFECTIVE
DATE _____

COLO. PUC No. 6 Gas

PUBLIC SERVICE COMPANY OF COLORADO

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

First Revised Sheet No. R63
3rd Sub. Original Cancels Sheet No. R63

RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

GENERAL PROVISIONS - Cont'd

- 3) Residential Service Lateral Agreement. The cost responsibility of the Applicant under this Agreement will be based upon a standardized cost for the first one hundred feet (100 ft.) of the Residential Service Lateral and one (1) residential standardized Meter Set and a standardized per foot cost thereafter for extensions longer than one hundred feet (100 ft.) and additional residential standardized Meter Sets.
- 4) Commercial Service Lateral Agreement. The cost responsibility of the Applicant under this Agreement will be based upon the Company's estimate of the cost of constructing and installing the facilities necessary and applicable standardized Meter Set costs to adequately supply the Commercial Service Lateral requested by Applicant, less a Commercial Service Lateral Construction Allowance.

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

DEFINITION OF TERMS

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

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

ADVICE LETTER
NUMBER 1022
DECISION/
PROCEEDING
NUMBER C22-0642

REGIONAL VICE PRESIDENT,
Regulatory and Pricing

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EFFECTIVE
DATE November 1, 2023

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COLO. PUC No. 6 Gas

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. R64

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Sheet No. R64

RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

DEFINITION OF TERMS - Cont'd

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

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

Construction Allowance - The amount as listed on the sheet entitled Construction Allowance by Customer Class and Rate Schedule in this Gas Tariff. Construction Allowances apply to On-Site Distribution Extension Agreements, Residential Service Lateral Agreements, and Commercial Service Lateral Agreements, and may apply to Off-Site Distribution Main Extension Agreements as set forth herein. Construction Allowance is only available in the instance when the Applicant can demonstrate or attest that the Applicant has submitted a permit application to the local governmental entity having jurisdiction with permitting authority in the location of the property and that the application is either approved or pending as of August 7, 2023 or provides to the Company, prior to the Company issuing the applicable Agreement and request for payment, an approved plat, permit, or development plan by the local governmental entity having jurisdiction, which was approved or pending as of August 7, 2023, and if pending, approved on or before December 31, 2024. Requirement of Applicant to demonstrate, attest, or submit receipt of such a pending or approved plat, permit, or development plan to receive Construction Allowance is applicable to Applications received on or after the effective date of this tariff.

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

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

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COLO. PUC No. 6 Gas

PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840
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Third Revised Sheet No. R72
Second Revised Cancels
Sheet No. R72

RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

GAS METER AND PIPING INSTALLATIONS

Company will furnish the appropriate meter and Customer regulators to supply Applicant's requirements and install same along with associated Meter Piping defined as Meter Set. Applicant will provide all facilities necessary for proper meter and regulator installation in conformance with the Company's standards for such installation. Separate charges will be made for meter piping to additional meter locations in the same building except in the case of a meter header. Customer is responsible for applicable initial standardized Meter Set costs as Customer Payment to Service Lateral Agreement.

Title to Service Lateral Extensions, Meter Piping, meters, and regulators shall at all times vest in Company.

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS

PERMANENT SERVICE

Permanent Service is applicable to Off-Site Distribution Main Extensions, On-Site Distribution Extensions, and Service Lateral Extensions where the use of service is to be permanent.

For gas service of a permanent character, the Company will provide a Construction Allowance for necessary On-Site Distribution Extension, Residential Service Lateral facilities based on the gross embedded distribution plant investment per Customer or per Dekatherm (Dth). The remainder of the Construction Cost shall be paid by the Applicant as a Construction Payment. The Construction Allowances and Construction Costs and Credits are listed on the sheets entitled Construction Allowance by Customer Class and Rate Schedule and Standard Construction Costs and Credits for each of the various classes of service.

For governmental entities, Applicant may elect to have the Company advance the Construction Payment for a Facilities Extension Agreement for the duration of the construction period as follows. The Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. The Company shall bill the governmental Applicant for the Construction Cost and the interest within thirty (30) days after the Extension Completion Date. The governmental Applicant shall pay the Company within ninety (90) days after the Extension Completion Date.

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COLO. PUC No. 6 Gas

PUBLIC SERVICE COMPANY OF COLORADO

Fourth Revised Sheet No. R86

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Third Revised Cancels
Sheet No. R86

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RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

STANDARD CONSTRUCTION COSTS AND CREDITS

Construction Costs

Residential On-Site Distribution Extension Per Lot Cost	\$ 1,688
Residential Service Lateral Extension < 100 Ft. Cost	\$ 1,521
Residential Service Lateral >100ft. Cost Per Foot	\$ 9.46

Per Meter Set Costs (customer share)

Residential Per Meter Set Cost	\$ 291
CSG Per Meter Set Cost	\$ 1,690
All Other Per Meter Set Cost	\$ 6,338

Off-Site Distribution Main Extension Credit (not available for applications dated on or after November 1, 2023 unless terminated earlier pursuant to Commission decision)

Off-Site Distribution Main Extension Credit 28.00%

The above costs and credits may be recalculated and revised from time to time as determined necessary by the Company based on the same method(s) as approved by the Commission. An additional charge may be applicable for special items, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to frost conditions and rock conditions.

The Off-Site Distribution Main Extension Credit is a twenty-eight percent (28%) credit applied to an Applicant's Construction Costs for an Off-Site Distribution Main Extension. In the event that excess Construction Allowance is awarded to an Off-Site Distribution Main Extension, this credit shall be applied after the Construction Allowance has been applied. The Off-Site Distribution Main Extension Credit is not available for applications dated on or after November 1, 2023 unless terminated earlier pursuant to Commission decision.

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COLO. PUC No. 6 Gas

PUBLIC SERVICE COMPANY OF COLORADO

Third Revised Sheet No. R87

P.O. Box 840
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Second Revised Cancels Sheet No. R87

RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

CONSTRUCTION ALLOWANCE BY CUSTOMER CLASS AND RATE SCHEDULE

<u>Service Class and Rate Schedules</u>	<u>Construction Allowance</u>	
	<u>Service Lateral Portion</u>	<u>On-Site Distribution Main Portion</u>
Residential		
Schedule RG.....	\$372	\$331
Commercial		
Schedule CSG.....	\$1,471	\$3.60/DTH
Schedule CLG.....	\$1,471	\$2.77/DTH
Interruptible		
Schedule IG.....	\$1,471	\$0.82/DTH
Transportation		
Schedule TFS.....	\$1,471	\$3.60/DTH
Schedule TFL.....	\$1,471	\$2.77/DTH
Schedule TI.....	\$1,471	\$0.82/DTH

*Note: The Distribution Main portion of the Construction Allowance will be reduced at the same percentage that the Transportation Charge is discounted.

Construction Allowance is only available in the instance when the Applicant can demonstrate or attest that the Applicant has submitted a permit application to the local governmental entity having with permitting authority in the location of the property and that the application is either approved or pending as of August 7, 2023 or provides to the Company, prior to the Company issuing the applicable Agreement and request for payment, an approved plat, permit, or development plan by the local governmental entity having jurisdiction, which was approved or pending as of August 7, 2023, and if pending, approved on or before December 31, 2024. Requirement of Applicant to demonstrate, attest, or submit receipt of such a pending or approved plat, permit, or development plan to receive Construction Allowance is applicable to Applications received on or after the effective date of this tariff.

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COLO. PUC No. 6 Gas

PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840
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Fourth Revised

Sheet No. R89

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RULES AND REGULATIONS

NATURAL GAS SERVICE

DISTRIBUTION EXTENSION POLICY

RESIDENTIAL SERVICE LATERAL CONSTRUCTION COSTS AND CONSTRUCTION ALLOWANCE
WORKSHEET

Residential Service Lateral up to 100ft.	Service Lateral Standard Cost \$	Constructio n Allowance \$	Customer Responsibility \$
Gas	\$ 1,521 ¹	\$ (372) ²	\$ 1,149
¹ Standard Construction Costs and Credits - Service Lateral Extension < 100 ft. Cost ² Gas Residential Construction Allowance - Service Lateral Portion			

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An additional charge may be applicable for special items, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to frost conditions and rock conditions.

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REGIONAL VICE PRESIDENT
Regulatory and Pricing

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Dated this 27th day of March 2024

Agreed on behalf of:

PUBLIC SERVICE COMPANY OF COLORADO

By: /s/ Jason J. Peuquet

Jason J. Peuquet
Director, Regulatory Administration
Xcel Energy Inc.
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Approved as to form:

By: /s/ Tana K. Simard-Pacheco

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**ATTORNEYS FOR PUBLIC SERVICE COMPANY
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**Agreed on behalf of:
Trial Staff of the Colorado Public Utilities
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Agreed on Behalf of:

Office of the Utility Consumer Advocate

BY: s/ Cindy Schonhaut

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Approved as to form:

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BY: s/ Thomas F. Dixon

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