

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

* * * *

RE: IN THE MATTER OF ADVICE NO. 949-GAS)
FILED BY PUBLIC SERVICE COMPANY OF)
COLORADO TO REQUEST APPROVAL TO)
ELIMINATE THE CURRENTLY EFFECTIVE)
24.19 PERCENT GENERAL RATE SCHEDULE)
ADJUSTMENT ("GRSA") AND PLACE INTO) PROCEEDING NO. 19AL-0309G
EFFECT REVISED BASE RATES FOR ALL)
GAS RATE SCHEDULES THAT WILL)
REPLACE AND SUPERSEDE THE)
CURRENTLY EFFECTIVE BASE RATES TO)
BECOME EFFECTIVE JULY 1, 2019.)

**ADDENDUM AND CORRECTIONS TO
STIPULATION AND SETTLEMENT AGREEMENT**

1. The Settling Parties to the September 18, 2019 Stipulation and Settlement Agreement in the above-titled proceeding submit this Addendum and Corrections to Stipulation and Settlement Agreement ("Addendum"), consistent with Paragraph II.B.16 of the September 18, 2019 Settlement Agreement. All defined terms in the Settlement Agreement shall have the same meaning when used in this Addendum.

2. Paragraph II.B.16 of the Settlement Agreement provides as follows:

The Settling Parties further anticipate and acknowledge that it will be necessary to provide Settled Revisions to the Gas Tariff consistent with this Agreement ("Settlement Tariff Sheets"). The Settlement Tariff Sheets are being developed concurrently with the preparation of this Settlement Agreement but will require additional time to complete. To facilitate filing of this Agreement by the time of the Answer Testimony deadline in this Proceeding, the Settling Parties anticipate submitting an addendum to the Settlement Agreement containing Settlement Tariff Sheets consistent with this Agreement along with Settlement Testimony on or before October 3, 2019.

3. Consistent with this provision of the Settlement Agreement, the Settling Parties attach to this Addendum and incorporate into their Settlement Agreement redlined and clean tariff sheets reflecting the terms of the Settlement Agreement. Addendum Attachment 4 consists of a summary of tariff changes made as part of the Settlement Agreement and Addendum. Attachment 5 consists of redlined tariff sheets, comparing settled tariff changes to the affected tariff sheets provided with the Company's May 31, 2019 Advice No. 949-Gas, except where otherwise noted in Attachment 4. The entire set of agreed-to *pro forma* Settlement Tariff Sheets is included as Attachment 6.¹

4. Additionally, the Settling Parties have determined that it is necessary to make a correction to Paragraph III.C.8.d of the Settlement Agreement, as that Paragraph inadvertently fails to accurately reflect the agreement of the Settling Parties. Paragraph III.C.8.d shall therefore be amended as follows:

The Company Shipper or Receiving Party shall provide a Shipper or the Shipper's Agent the Company with 15 days' notification prior to conversion of a transportation customer from transport to sales service, with the change effective on the first of the next month. The Receiving Party's Agent will notify the customer Receiving Party of this change and The Shipper or Receiving Party shall provide the Company with responsible party information, if known.

5. The Settling Parties note that the language of Settlement Agreement Paragraph III.C.8.d is also set forth in error in Paragraph 19.d of their September 18, 2019 Unopposed Joint Motion for Approval of Settlement Agreement Without Modification, to Modify Procedural Schedule, and Request for Waiver of Response Time, and agree that the amended language in this Addendum better reflects their

¹ Consistent with standard practice, the Settling Parties recognize that other changes to the Company's Gas Tariff may be needed in light of ongoing proceedings apart from the 2019 Gas Phase II. The tariff changes in Addendum Attachments 5 and 6 do not reflect such other changes.

agreement on this issue. This correction does not otherwise change the Settling Parties' requests in the Joint Motion.

6. The Settling Parties agree that the redlined tariff sheets and Settlement Tariff Sheets attached to this Addendum, including certain changes of an administrative, corrective, or clarifying nature that are identified in Attachment 4, reflect the terms of the Settling Parties' unopposed, global resolution of this 2019 Gas Phase II proceeding and the associated Settlement Agreement, as corrected in this Addendum.

7. Except as otherwise expressly stated above, nothing in this Addendum is intended to amend or change the terms of the Settlement Agreement.

8. For the avoidance of doubt, the Implementation (Section IV) and General Provisions (Section V) sections of the Settlement also remain in effect, and shall apply equally to this Addendum as to the Settlement Agreement.

9. This Addendum shall be considered a necessary part of the Settling Parties' settlement and global resolution of this proceeding, and is hereby incorporated therein.

Dated this 3rd day of October, 2019.

Agreed on behalf of:

PUBLIC SERVICE COMPANY OF COLORADO

By: 
Michelle Moorman Applegate
Director, Regulatory Administration
Public Service Company of Colorado

Approved as to form:

**ATTORNEYS FOR PUBLIC SERVICE
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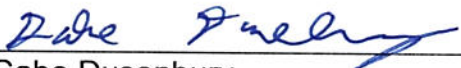
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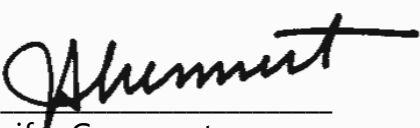
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PUBLIC SERVICE COMPANY OF COLORADO—PROCEEDING NO. 19AL-0309G

A handwritten signature in black ink, appearing to read 'Mark A. Davidson', is written over a horizontal line.

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SIGNATURE PAGE FOR TIGER NATURAL GAS

Approved as to form:

ATTORNEY FOR TIGER NATURAL GAS, INC.

By:


Anthony Cianflone
Director, Rocky Mountain Operations
Tiger Natural Gas, Inc.

By: /s/


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**RE: IN THE MATTER OF ADVICE NO. 949-GAS)
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BECOME EFFECTIVE JULY 1, 2019.)**

STIPULATION AND SETTLEMENT AGREEMENT

I. Introduction and Identification of Parties

This Settlement Agreement is a full and complete resolution of Public Service Company of Colorado’s (“Public Service” or the “Company”) Advice Letter No. 949-Gas to place into effect new base rates for all natural gas service customers, as agreed to by the Settling Parties, which represent all of the parties to this Proceeding. Along with Public Service, this Stipulation and Settlement Agreement (“Agreement” or “Settlement Agreement”) is joined by Colorado Public Utilities Commission (“Commission”) Trial Staff (“Staff”), the Colorado Office of Consumer Counsel (“OCC”), Energy Outreach Colorado (“EOC”), WoodRiver Energy, LLC (“WoodRiver”), Tiger Natural Gas, Inc. (“Tiger”), Climax Molybdenum Company (“Climax”), Atmos Energy Corporation (“Atmos”), and Black Hills Colorado Gas, Inc. (“Black Hills”), and Colorado Natural Gas (“CNG”) (collectively, the “Settling Parties”).

This Settlement Agreement is a comprehensive settlement among the Settling Parties, which proposes a resolution for all issues that have been raised or could have been raised in this proceeding. The Settling Parties respectfully request that the Commission approve this Settlement Agreement. For those Settling Parties for whom this Agreement is executed by counsel, such counsel states that (s)he has authority to execute this Agreement on behalf of his/her client.

II. Background

A. Public Service's 2019 Gas Phase II Rate Review Filing

1. On May 31, 2019, Public Service filed Advice No. 949-Gas, including accompanying tariff sheets, and supporting testimony and attachments with the Commission to initiate a Phase II Gas rate review ("2019 Gas Phase II") and changes to the Company's Colorado P.U.C. No. 6 – Gas Tariff ("Gas Tariff").

2. In its 2019 Gas Phase II initial filing, Public Service sought to (among other things) replace its then-existing 24.19 percent General Rate Schedule Adjustment ("GRSA")¹ resulting from Proceeding No. 17AL-0363G (the Company's "2017 Gas Phase I") with revised base rates for gas rate schedules in the Company's Gas Tariff.²

3. The base rate revenue deficiency approved after the conclusion of the Company's 2017 Gas Phase I rate review was \$21,982,981.³ The associated revenue

¹ After the filing date of this Proceeding, the GRSA was temporarily reduced to 16.04 percent to refund excess provisional rates collected during the earlier portion of Proceeding No. 17AL-0363G. This refund period is temporary and is expected to expire prior to the requested implementation of final rates in this 2019 Gas Phase II, such that the GRSA at the time final rates go into effect will again be 24.19 percent.

² The Company sought base rate changes for all rate schedules except Schedule TF-FRP Surcharge and Schedule TI-FRP Surcharge.

³ See Decision No. C18-1158 issued in Proceeding No. 17AL-0363G, at paragraph 76.

requirement from the 2017 Gas Phase I was \$474,187,044, which is based on a 2016 Historical Test Year. With the addition of the Pipeline Safety Integrity Adjustment Projects Base Amount of \$4,263,980 established in the Company's 2015 Gas Phase I rate review (Proceeding No. 15AL-0135G), the total net revenue requirement included in the Company's updated Class Cost of Service Study ("CCOSS") in the Company's Gas Phase II filing was \$473,771,840.⁴ The Company noted that the Commission-approved GRSA of 24.19 percent resulting from the 2017 Gas Phase I includes \$4,544,839 more annually than is required to collect the Company's revenue requirement, with this additional amount applied to the Company's legacy prepaid pension asset until the conclusion of this 2019 Gas Phase II.

4. The Company's proposed revised base rates were based on the Company's CCOSS, and on rate design principles explained in the Company's supporting Direct Testimony and Attachments (including tariff sheets) that accompanied the Company's rate review filing.

5. The Company provided the proposed dollar and percentage bill impacts under the major rate schedules in a table in its Advice Letter filed on May 31, 2019. The percentage bill impacts ranged from a negative 5.7 percent for the Small Firm Transportation (TFS) class to 1.8 percent for the Large Commercial class (CLG). If the filed tariffs were to be approved, the Residential (RG) class would receive an increase of 0.7 percent, while the Small Commercial (CSG) class would have a decrease of 1.9 percent. According to the Company, these bill impacts are based upon differences

⁴ The total net revenue requirement included in the Company's filed CCOSS does not include Other Revenues of \$4,679,184.

between the Company's proposed base rates and the base rates (inclusive of the 24.19 percent GRSA) in effect as of May 31, 2019, with all riders being held constant at their levels as of May 31, 2019.

6. In addition to replacing the 24.19 percent GRSA with new base rates for gas rate schedules in the Company's Gas Tariff, in this 2019 Gas Phase II the Company also sought to: implement other revised rates and charges; add charges for customer data privacy reports to the Schedule of Charges for Rendering Service; revise and update the transportation terms and conditions and related rate schedule provisions, including by adding National American Energy Standards Board ("NAESB") nomination procedures, a new Shipper Daily Balancing option, and Monthly Cashout requirements; require transportation customers to contribute to the Gas Affordability Program ("GAP"); and make other changes to the Company's Gas Tariff.

7. Public Service requested that the Commission set a hearing on the proposed rates and tariff changes and thereby suspend the effective date of the proposed tariffs. The Company requested an effective date of March 1, 2020.

B. 2019 Gas Phase II Procedural History Relevant to Settlement

8. By Decision No. C19-0541 (mailed date June 20, 2019), the Commission, pursuant to its authority under C.R.S. § 40-6-111(1), set for hearing the tariffs filed with Advice Letter No. 949-Gas and thereby suspended their effective date for 120 days from the proposed effective date, or until October 29, 2019. The Decision also referred the matter to an Administrative Law Judge ("ALJ") to set hearing dates, rule on interventions, and establish other procedures by separate decisions.

9. On July 1, 2019, OCC filed a Notice of Intervention, Request for Hearing, and Notice of Entry of Appearance. On July 9, 2019, Staff filed its Notice of Intervention as of Right, Entry of Appearance, Notice Pursuant to Rule 1007(a) and Rule 1401 and Request for Hearing.

10. The other Parties to this Proceeding sought Permissive Intervention as follows:

- a. EOC filed a Motion to Intervene and Entry of Appearance on July 5, 2019. The ALJ granted EOC's Motion by Decision No. R19-0622-I.
- b. Atmos filed a Motion to Permissively Intervene on July 11, 2019. Atmos is a gas transportation customer of Public Service, and a local distribution company ("LDC").
- c. WoodRiver filed a Motion to Intervene on July 16, 2019. WoodRiver is a gas transportation customer of Public Service.
- d. Black Hills filed a Motion to Permissively Intervene on July 18, 2019. Black Hills is a gas transportation customer of Public Service, and a LDC.
- e. CNG filed a Notice of Intervention as of Right and Motion to Intervene on July 19, 2019. CNG is a gas transportation customer of Public Service, and a LDC.
- f. Tiger filed a Supplemented Motion for Intervention by Permission [and] Notice of Entries of Appearance of Counsel on July 19, 2019. Tiger is a gas transportation customer of Public Service.
- g. Climax filed a Motion to Intervene on July 19, 2019. Climax is a gas transportation customer of Public Service.

11. By Decision No. R19-0622-I (mailed date July 22, 2019), the ALJ suspended the effective date of the tariff sheets filed with Advice Letter No. 949-Gas for an additional 130 days, until March 7, 2020, pursuant to § 40-6-111(1)(b), C.R.S. (2019). The ALJ further acknowledged the Staff's and OCC's intervention of right and granted EOC's motion to intervene. That Decision further scheduled a prehearing conference for August 1, 2019.

12. By Decision No. R19-0636-I (mailed date July 26, 2019), the ALJ permitted the intervention of Atmos, WoodRiver, CNG, Tiger, Climax, and Black Hills pursuant to Rule 1401(c) of the Rules of Practice and Procedure, 4 CCR 723-1.

13. The prehearing conference was convened before the ALJ on August 1, 2019. To memorialize his rulings made during the prehearing conference, the ALJ issued Interim Decision No. R19-0660-I (mailed date August 2, 2019), establishing a procedural schedule that contemplated, among other things: Answer Testimony filed September 18, 2019; Rebuttal and Cross-Answer Testimony filed October 17, 2019; an October 30, 2019 Settlement Agreement deadline; November 14, 15, and 18, 2019 evidentiary hearing dates, or December 5-6, 2019 evidentiary hearing dates if the majority of the Parties reached a comprehensive settlement of all the issues, and any non-joining parties either do not oppose or take no position on the settlement agreement.

14. Based on the filings to date and discovery conducted by the parties to this Proceeding, the Settling Parties undertook discussions to determine whether there may be a basis for resolution of this 2019 Gas Phase II in light of substantial common ground between the Settling Parties. Through negotiation, discussion, and compromise, the

Settling Parties have reached a consensus on all the settlement proposals and specific terms contained therein and have further agreed to consolidate these agreements into this Stipulation and Settlement Agreement.

15. This resulting Stipulation and Settlement Agreement incorporates by reference Attachments 1-3, appended hereto, which are identified as follows:

- a. Attachment 1 - Rate Comparisons
- b. Attachment 2 - Bill Impacts
- c. Confidential Attachment 3 - Revenue Proof⁵

16. The Settling Parties further anticipate and acknowledge that it will be necessary to provide Settled Revisions to the Gas Tariff consistent with this Agreement ("Settlement Tariff Sheets"). The Settlement Tariff Sheets are being developed concurrently with the preparation of this Settlement Agreement but will require additional time to complete. To facilitate filing of this Agreement by the time of the Answer Testimony deadline in this Proceeding, the Settling Parties anticipate submitting an addendum to the Settlement Agreement containing Settlement Tariff Sheets consistent with this Agreement along with Settlement Testimony on or before October 3, 2019.

III. Settlement Terms

In resolution of the issues raised or which could have been raised by the parties to this Proceeding, the Settling Parties agree as follows.

⁵ A public version of this attachment is also being filed. This attachment is confidential as there are fewer than fifteen customers in the Interruptible Sales class.

A. Class Cost of Service Study (“CCOSS”)

1. The Settling Parties agree to the Company’s proposed CCOSS for settlement purposes,⁶ including the proposed class classification, allocation, and revenue distribution. The Settling Parties agree that the use of methods employed in the CCOSS, as well as the manner of resolution of other cost classification and allocation issues as part of the settlement, is solely for the purposes of settlement and does not constitute a settled practice or otherwise have precedent-setting value in any future proceedings.

B. Base Rates

1. After taking into account the positions of the Settling Parties, the Settling Parties have agreed to implementation of the following new base rates as agreed in settlement. The Settling Parties otherwise agree to the remaining base rates as presented by the Company in its Direct Case.⁷ The rates for each class are designed to recover the class-specific revenue requirement and additional costs of serving that class.

2. With respect to Residential customers (Schedule RG), the Company proposed to increase the fixed monthly charges from \$13.66 (\$11.00 per month plus a 24.19 percent GRSA, not including a monthly GAP charge of \$0.15) to \$14.00, and to

⁶ Hearing Exhibit 101, Attachment NMH-1C Rev. 1 to the Direct Testimony of N. Mason Harrison.

⁷ The Settling Parties note that the usage rates for Schedules CLG and IG will be rounded to four (4) decimal points instead of the initially presented five (5) decimal points, such that the Schedule CLG usage rate will be \$0.2302/Dth (instead of \$0.23025) and the Schedule IG usage rate will be \$0.3476/Dth (instead of \$0.34760). In addition, the Service and Facilities (“S&F”) Charge for Schedule CLG Customers as reflected on Tariff Sheet No. 17 is \$101.12, as reflected in Mr. Wishart’s Direct Testimony, rather than \$101.00 as found on that tariff sheet attached to Advice No. 949-Gas.

establish a flat usage charge of \$0.10140 per Therm to recover the remaining revenue requirement allocated to this class. To promote rate stability and achieve compromise, the Settling Parties agreed to move Residential customers' S&F charge to \$12.00 per month plus the GAP surcharge of \$0.15 for a total of \$12.15, and set Schedule RG customers' usage charge to \$0.13268 per Therm to permit the Company to recover the remaining portion of the costs of serving these customers.

3. For Small Commercial customers (Schedule CSG), the Company proposed to increase the fixed monthly charges from \$39.12 (\$31.50 base charge plus a 24.19 percent GRSA, not including a monthly GAP charge of \$0.58) to \$45.00, and to establish a flat usage charge of \$0.10993 per Therm to recover the remaining revenue requirement allocated to this class. To promote rate stability and achieve compromise, the Settling Parties agreed to move Schedule CSG customers' S&F charge to \$43.00 per month plus the monthly GAP charge of \$0.58, for a total of \$43.58, and set Schedule CSG customers' usage charge to \$0.11585 per Therm.

4. For Small Firm Transportation customers (Schedule TFS), the Company proposed to set rates equal to the rates for Schedule CSG customers, including increasing the fixed monthly charges from \$39.12 (\$31.50 base charge plus a 24.19 percent GRSA) to \$45.00, and establishing a flat usage charge of \$0.10993 per Therm to recover the remaining revenue requirement allocated to this class. Additionally, the Company recommended that the transportation adder be set to \$15.00 per month, which would be a small increase from the existing value of \$14.90 per month (\$12.00 base transport adder plus 24.19 percent GRSA). Finally, the Company proposed to apply the GAP charge to transport customers, who did not previously pay a GAP

charge, for an additional \$0.58 monthly charge to this class. Thus, the Company's total recommended S&F Charge for Schedule TFS customers was \$60.58. To promote rate stability and achieve compromise, the Settling Parties agreed to move Schedule TFS customers' S&F charge to \$43.00 per month, plus a transportation adder of \$15.00 per month and a monthly GAP charge of \$0.58, for a total of \$58.58. The Settling Parties further agree to set the Schedule TFS monthly usage charge to \$1.1585 per Dekatherm (Dth).

5. Based on these compromise positions, the Settling Parties agree to the settled base rates as reflected in Attachment 1 to this Settlement Agreement. The estimated bill impacts of the settled base rates as compared to the Company's rates and charges in effect as of the filing date, May 31, 2019, inclusive of a 24.19 percent GRSA, are reflected in Attachment 2. Finally, a revenue proof is reflected in Confidential Attachment 3.

6. As a result of this 2019 Gas Phase II only, it is the Settling Parties' intention to set the GRSA to zero (0) percent as of the rate effective date of this Proceeding. The Company will therefore update the GRSA tariff sheet to reflect the proper GRSA as of the rate effective date of this Proceeding.

7. The Settling Parties further agree that the settled S&F and usage charges set forth in this Agreement are settlement amounts and are not based on costs classified in the CCOSS. In addition, the settlement rates and rate design have been agreed to by the Settling Parties solely for the purposes of settlement and do not constitute a settled practice or otherwise have precedent-setting value in any future proceedings.

C. Other Tariff Provisions

8. The Settling Parties have agreed to the following additional changes to the Company's Gas Transportation charges and terms of service, as compared to those set forth in the Company's initial filing in this Proceeding:

- a. For Small Firm Transportation Service – Schedule TFS, the settled change in the usage charge as compared to the Company's proposed usage charge (noted in Section III.B.4 of this Agreement), requires changes to monthly charges for the Minimum Unauthorized Overrun Penalty and Backup Sales Supply Charge for Schedule TFS customers to align with the monthly usage charge assigned to CSG customers. For Small Firm Transportation customers (Schedule TFS), the Minimum Rate for the Unauthorized Overrun Penalty and the Backup Sales Supply Charge will be \$1.1585 per Dth.
- b. The Settling Parties further agree to set the Maximum Unauthorized Overrun Penalty for Schedule TFS, Large Firm Transportation customers (Schedule TFL), and Interruptible Transportation customers (Schedule TI) at \$25 per Dth unless CIG calls a Critical Condition, in which case the maximum rate will be the greater of \$25 or the CIG Rate Schedule TF-1 Daily Unauthorized Overrun Rate as contained in the CIG FERC Gas Tariff. Whereas the Company proposed to set the Maximum Unauthorized Overrun Penalty at the higher of \$25 or 5x Platts Gas Daily CIG Rockies Spot Price, the compromise Maximum Unauthorized Overrun

Penalty limits the CIG rate to circumstances where CIG calls a Critical Condition, aligning the CIG rate with system conditions.

- c. The Company shall allow a 30-day period in which Shippers under Schedules TFS, TFL, and TI may cure communication issues before the Company moves the customer to backup supply sales service.
 - d. The Company shall provide a Shipper or the Shipper's Agent with 15 days notification prior to conversion of a transportation customer from transport to sales service, with the change effective on the first of the next month. The Agent will notify the customer of this change and provide the Company with responsible party information.
 - e. Further, as part of the Shipper Stakeholder Evaluation process as set forth in Section III.F of this Agreement, the Settling Parties agree to certain gas transportation terms and conditions to be in effect pending the Shipper Stakeholder Evaluation process and which will be further discussed between interested Settling Parties in that process. These terms are set forth in Section III.F.21 of this Agreement.
9. Except as specifically set forth in this Settlement Agreement, the rates, terms, and tariff provisions for the Company's existing rate classes, shall be as set forth in the Company's Direct case in this Proceeding. This includes, but is not limited to:
- a. Insertion of provisions related to data privacy and requests for customer data;
 - b. Updated volume adjustments and billing error provisions;
 - c. Changes to the GCA tariff provisions;

- d. Updates to the flexible pricing policy provisions;
- e. Changes to the provisions on gas quality and gas pressure;
- f. Updated nomination and confirmation procedures, including five-cycle nomination procedures;
- g. Daily gas balancing, including a new Shipper Daily Balancing option;
- h. Other updates throughout the Gas Transportation Terms and Conditions to reflect new system capabilities, industry direction, and Company operational requirements; and
- i. Miscellaneous updates and other changes of a general clarifying or housekeeping nature.

D. Rate Review Expense

10. The Settling Parties agree that deferred accounting treatment is reasonable and appropriate for actual rate review expenses Pubic Service incurs related to this Gas Phase II Proceeding, for recovery in the Company's next Phase I gas rate review.

11. The Company will advise the Settling Parties of the Company's actual 2019 Gas Phase II rate review expenses no later than 60 days after the rate effective date in this Proceeding through a filing in this Proceeding in a format like Table BAT-D-9 in the Direct Testimony of Company witness Brooke A. Trammell.

E. Local Distribution Company Stakeholder Evaluation

12. Through an LDC Stakeholder Evaluation process, the Settling Parties agree to evaluate class allocation of distribution and transmission costs with respect to LDC customers in the context of the CCOS and rate design, as applicable to LDC customers. Discussion will include investigating cost allocation and rate design as applicable to LDC customers' base rates, future GRSAs, and how any changes in distribution or transmission cost allocation methodologies affect existing customer classes.

13. The LDC Stakeholder Evaluation will commence with an initial meeting of interested Settling Parties within one hundred and twenty (120) days after the filing of this Settlement Agreement. At the outset, the Settling Parties will establish parameters to facilitate and protect exchange of data and develop an evaluation process consistent with Commission Rules.

14. The stakeholders involved in the LDC Stakeholder Evaluation will conclude the Evaluation no later than December 31, 2020.

15. The data exchanged during the LDC Stakeholder Evaluation may be used by the Settling Parties in the Company's first Phase II rate review proceeding filed after conclusion of the LDC Stakeholder Evaluation or in any other proceeding initiated by the Company filed after conclusion of the LDC Stakeholder Evaluation, to the extent class allocation of distribution and transmission costs are at issue, if that proceeding is initiated prior to the filing of a Gas Phase II rate review proceeding. Use of the data is subject to the agreed upon data confidentiality and protection parameters. Such Phase II rate review proceeding will be filed by the Company no later than August 1, 2021.

Nothing precludes the Company from filing a Gas Phase II rate review at an earlier date.

16. The Settling Parties are neither committed to make any specific proposal during the LDC Stakeholder Evaluation, nor precluded from taking any position in the follow-on Gas Phase II as a result of the LDC Stakeholder Evaluation. The data exchanged during the LDC Stakeholder Evaluation can, however, be used by any Settling Party in that case to support or refute any position taken.

17. Any proposals or issues related to the allocation of costs recovered through the Pipeline Safety Integrity Adjustment ("PSIA") may be addressed as part of a separate proceeding in which the Company requests to extend the PSIA beyond December 31, 2021, the date through which the unanimous PSIA Settlement Agreement approved in October 2018 extends.

F. Shipper Stakeholder Evaluation

18. The Settling Parties further agree that interested Settling Parties will convene a stakeholder process to evaluate future changes with respect to certain non-rate-based transportation topics, through a Shipper Stakeholder Evaluation process (which shall be separate from the LDC Stakeholder Evaluation).

19. The mutually agreed purpose of the Shipper Stakeholder Evaluation Process is to:

- a. Work toward a Monthly Cashout, with a 5 percent imbalance, for resolution of monthly imbalances in lieu of current repayment-in-kind process;

- b. Identify efficiencies in the current five (5) receipt pools and to create a dynamic process for reception points consistent with the Company's systems. This includes evaluation of use of the current operational areas and a transition to implementation of more receipt pools, along with an evaluation of the ability to continue to allow for aggregate balancing;
 - c. Evaluate and identify an operational or other alternative to the requirement of telemetry for small volume transportation customers (transportation customers with annual usage less than 5,000 Dth); and
 - d. The Shipper Stakeholder Evaluation process shall evaluate these mutually-agreed topics identified in this Section III.F.19 of this Settlement Agreement only, unless other topics are included as mutually agreed by the participating parties.
20. The procedural requirements for the Shipper Stakeholder Evaluation process shall be as follows:
- a. The Shipper Stakeholder Evaluation stakeholder process will commence with an initial meeting of interested Settling Parties within sixty (60) days after the rate-effective date in this Proceeding, unless an earlier date is mutually agreed to by the parties. At this initial meeting, the Settling Parties will establish parameters to facilitate and protect exchange of data and develop an evaluation process consistent with Commission Rules.
 - b. The Shipper Stakeholder Evaluation process will conclude within one year from the start of the process, unless otherwise mutually agreed by the parties.

- c. The data exchanged during the Shipper Stakeholder Evaluation may only be used by the Settling Parties in the Company's next Phase II rate review proceeding filed after conclusion of the Shipper Stakeholder Evaluation.
 - d. The Settling Parties are neither committed to make any specific proposal nor precluded from taking any position in the follow-on Gas Phase II as a result of the Shipper Stakeholder Evaluation. The data exchanged during the Shipper Stakeholder Evaluation can, however, be used by any Settling Party in that case to support or refute any position taken, subject to the agreed upon data confidentiality and protection parameters.
21. Pending completion of the Shipper Stakeholder Evaluation process contemplated in the Settlement Agreement, and a Commission decision approving any tariff changes to the transportation terms and conditions, the Settling Parties agree that the Company will maintain the 30 days to cure communication issues prior to moving a customer to backup sales, as set forth in Section III.C.8.c of this Agreement, as well as the following:
- a. The Company's existing process allowing a 30-day carryover of a Shipper's month-end imbalances but allowing Shippers to cure with a 5 percent imbalance rather than the existing 20 percent imbalance. The change from 20 percent to 5 percent will take effect April 1, 2020; and
 - b. The Company's current receipt points, delivery area, and aggregated balancing as currently provided under the Gas Transportation Terms and Conditions in the Company's Gas Tariff in effect at the initiation of this 2019 Gas Phase II.

IV. Implementation

22. Except as modified in this Stipulation and Settlement Agreement, the Settling Parties agree to the proposals and tariff modifications contained in the Company's direct case, as originally filed on May 31, 2019. Commission approval of this Agreement shall constitute Commission approval of all such aspects of the proposals and tariff modifications as filed by the Company.

23. The Settling Parties acknowledge that the effect of this Agreement is to modify the tariff sheets that Public Service filed on May 31, 2019 with Advice Letter No. 949-Gas. Pursuant to Decision No. R19-0622-I, the tariff sheets filed with Advice Letter No. 949-Gas are scheduled to become effective on March 7, 2020. The Settling Parties acknowledge, however, the need to implement the settled rates and tariff changes on the first of the month, and agree to support an implementation date of March 1, 2020, if there is a final order approving the settlement with adequate time for such implementation. Otherwise, the Settling Parties agree to support an implementation date of April 1, 2020.

24. The Settling Parties agree that the Commission should issue a decision permanently suspending the tariff sheets filed with Advice Letter No. 949-Gas to allow a rate effective implementation date of March 1, 2020. In lieu of the rates and other tariff changes originally proposed by the Company as set forth in the tariff sheets filed with Advice Letter No. 949-Gas, the Company shall make a compliance advice letter filing on not less than two business days' notice to place into effect, on March 1, 2020, the Settlement Agreement rates and tariff sheets in substantially the same form as the Settlement Tariff Sheets. In the event a final order approving the settlement is not

issued in time for a March 1, 2020 rate effective date, the Company shall make a compliance advice letter filing on not less than two business days' notice to place into effect, on April 1, 2020, the Settlement Agreement rates and tariff sheets in substantially the same form as the Settlement Tariff Sheets.

V. General Provisions

1. This Settlement Agreement is made for settlement purposes only. Nothing in this Settlement Agreement is intended to have precedential effect or bind the Settling Parties with respect to positions they may take in any future Phase I or Phase II rate review or any other proceeding regarding any of the issues addressed in this Agreement. No Settling Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Settlement Agreement. Furthermore, this Settlement Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within or used to reach this Settlement Agreement may be applied to any situation other than the above-captioned Proceeding, except as expressly set forth herein.

2. Each Settling Party understands and agrees that this Settlement Agreement represents a negotiated resolution of all issues the Settling Party either raised or could have raised in this Proceeding. The Settling Parties agree the provisions of this Stipulation and Settlement Agreement, as well as the negotiation process undertaken to reach this Settlement Agreement, are just, reasonable, and consistent with and not contrary to the public interest, and should be approved and authorized by the Commission.

3. The discussions among the Settling Parties that produced this Settlement Agreement have been conducted in accordance with Rule 408 of the Colorado Rules of Evidence (“CRE”).

4. 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. In the event this Settlement Agreement becomes null and void or in the event the Commission does not approve this Settlement Agreement, it, as well as the negotiations or discussions undertaken in conjunction with the Settlement Agreement, shall remain inadmissible into evidence in these or any other proceedings in accordance with Rule 408 of the Colorado Rules of Evidence.

5. The Settling Parties will support 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 action in any administrative or judicial proceeding, or otherwise, which would have the effect, directly or indirectly, of contravening the provisions or purposes of this Settlement Agreement. However, 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.

6. Approval by the Commission of this Agreement shall constitute a determination that this resolution of the matters in this Proceeding represent a just, equitable and reasonable resolution of issues that were or could have been contested among the parties in this Proceeding. The Settling Parties state that reaching agreement as set forth herein by means of a negotiated settlement rather than through a formal adversarial process is in the public interest and that the results of the compromises and settlements reflected in this Agreement are in the public interest.

7. The Settling Parties do not believe any waiver or variance of Commission rules is required to effectuate this Agreement but agree jointly to apply to the Commission for a waiver of compliance with any requirements of the Commission's Rules and Regulations if necessary to permit all provisions of this Agreement to be approved, carried out, and effectuated.

8. 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 Stipulation and Settlement Agreement (including attachments).

9. This Agreement shall not become effective until the Commission issues a final decision addressing the Agreement. In the event the Commission modifies this Agreement in a manner unacceptable to any Settling Party, that Settling Party may withdraw from the 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 Agreement, this Agreement shall be null and void and of no effect in this or any other proceeding.

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

11. This 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 Agreement. This 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.

Dated this 18th day of September, 2019.

Agreed on behalf of:

PUBLIC SERVICE COMPANY OF COLORADO

Regional Vice President,
Rates and Regulatory Affairs
Xcel Energy Services Inc.

Approved as to form:

**ATTORNEYS FOR PUBLIC SERVICE
COMPANY OF COLORADO**

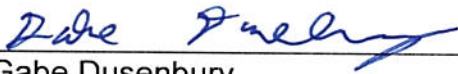
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Agreed on behalf of:

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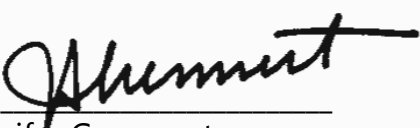
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Attorney for Black Hills Colorado Gas, Inc.

PUBLIC SERVICE COMPANY OF COLORADO—PROCEEDING NO. 19AL-0309G

A handwritten signature in black ink, appearing to read 'Mark A. Davidson', is written over a horizontal line.

Mark A. Davidson, Atty Reg. No. 10364

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ATTORNEYS FOR COLORADO NATURAL GAS INC.

SIGNATURE PAGE FOR TIGER NATURAL GAS

Approved as to form:

ATTORNEY FOR TIGER NATURAL GAS, INC.

By:


Anthony Cianflone
Director, Rocky Mountain Operations
Tiger Natural Gas, Inc.

By: /s/


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	Current Rate With 24.19% GRSA*	Settled Rates*
SCHEDULE RG		
Service and Facility Charge	\$13.85/Month	\$12.15/Month
Usage Charge	\$0.10482/therm	\$0.13268/therm
SCHEDULE RGL		
Charge for one or two mantle	\$15.46/Month	\$15.50/Month
Charge for each additional mantle	\$7.72/Month	\$7.75/Month
SCHEDULE CSG		
Service and Facility Charge	\$39.84/Month	\$43.58/Month
Usage Charge	\$0.14500/therm	\$0.11585/therm
SCHEDULE CLG		
Service and Facility Charge	\$80.87/Month	\$101.12/Month
Capacity Charge	\$8.38/Dth	\$8.73/Dth
Usage Charge	\$0.2302/Dth	\$0.2302/Dth
SCHEDULE CGL		
Charge for one or two mantle	\$15.46/Month	\$15.50/Month
Charge for each additional mantle	\$7.72/Month	\$7.75/Month
SCHEDULE IG		
Service and Facility Charge	\$48.31/Month	\$41.00/Month
On-Peak Demand Charge,	\$8.38/Dth	\$8.73/Dth
Usage Charge,	\$0.3734/Dth	\$0.3476/Dth
SCHEDULE TFS		
Service and Facility Charge	\$54.02/Month	\$58.58/Month
Usage Charge	\$1.4500/Dth	\$1.1585/Dth
SCHEDULE TFL		
Service and Facility Charge	\$89.42/Month	\$116.12/Month
Firm Capacity Reservation	\$8.38/Dth	\$8.73/Dth
Usage Charge	\$0.2302/Dth	\$0.2302/Dth
SCHEDULE TI		
Service and Facility Charge	\$89.42/Month	\$134.00/Month
Usage Charge	\$0.3815/Dth	\$0.3539/Dth

*All rates above also include GAP and transport adders (if applicable).

**PUBLIC SERVICE COMPANY OF COLORADO
 SETTLED TEST-YEAR REVENUE BY RATE COMPONENT
 BASED ON 12 MONTHS ENDING DECEMBER 31, 2016**

<u>CLASS AND TYPE OF CHARGE</u>	<u>SETTLED CHARGE*</u>	<u>TEST-YEAR BILLING DETERMINANTS (BILLS OR Dth.)</u>	<u>SETTLED TEST-YEAR REVENUE</u>
RG			
Service and Facility Charge	\$12.00	15,115,735	\$181,388,820
<u>Usage Charge (Per Therm)</u>	\$0.13268	966,597,903	<u>\$128,248,210</u>
TOTAL RG REVENUE			\$309,637,030
RGL			
Charge Per Fixture (First Two Mantles)	\$15.50	275	\$4,263
<u>Charge Per Fixture (Additional Mantles)</u>	\$7.75	60	<u>\$465</u>
TOTAL RGL REVENUE			\$4,728
SMALL CG			
Service and Facility Charge	\$43.00	1,207,296	\$51,913,728
<u>Usage Charge (Per Therm)</u>	\$0.11585	333,222,964	<u>\$38,603,880</u>
TOTAL SMALL CG REVENUE			\$90,517,608
LARGE CG			
Service and Facility Charge	\$96.00	8,211	\$788,256
Firm Capacity Reservation Charge (Per Dth.)	\$8.73	658,746	\$5,750,855
<u>Usage Charge (Per Dth.)</u>	\$0.2302	5,742,919	<u>\$1,322,020</u>
TOTAL LARGE CG REVENUE			\$7,861,131
CGL			
Charge Per Fixture (First Two Mantles)	\$15.50	24	\$372
<u>Charge Per Fixture (Additional Mantles)</u>	\$7.75	84	<u>\$651</u>
TOTAL CGL REVENUE			\$1,023
IG			
Service and Facility Charge	\$34.00		\$5,542
On-Peak Demand Charge (Per Dth.)	\$8.73		\$1,152
<u>Usage Charge (Per Dth.)</u>	\$0.3476		<u>\$173,152</u>
TOTAL IG REVENUE			\$179,846
SMALL TF			
Service and Facility Charge	\$58.00	66,016	\$3,828,928
Usage Charge (Per Dth.)	\$1.1585	9,635,570	\$11,162,807
<u>BACKUP SUPPLY SALES SERVICE</u>			
<u>Backup Supply Sales Charge (Per Dth.)</u>	\$1.1585	78,752	<u>\$91,234</u>
TOTAL SMALL TF REVENUE			\$15,082,969
LARGE TF			
Service and Facility Charge	\$111.00	20,601	\$2,286,711
Firm Capacity Reservation Charge (Per Dth.)	\$8.73	2,745,847	\$23,971,246
Usage Charge (Per Dth.) (1)	\$0.2302	24,337,280	\$5,602,442
Fixed Rate Contract Revenue			\$12,159,177

<u>BACKUP SUPPLY SALES SERVICE</u>			
Firm Supply Reservation Charge	\$8.73	-	
<u>Backup Supply Sales Charge (Per Dth.) (1)</u>	\$0.2302	374,253	<u>\$86,153</u>
TOTAL LARGE TF REVENUE			\$44,105,729
TI			
Service and Facility Charge	\$127.00	1,978	\$251,206
Specific Facility Revenue			\$61,444
Transportation Commodity Charge (Per Dth.)	\$0.3539	17,186,718	\$6,082,380
<u>ON-PEAK SERVICE</u>			
On-Peak Demand Charge (Per Dth.)	\$8.73	216	\$1,886
<u>Backup Supply Sales Charge (Per Dth.)</u>	\$0.2302	74,758	<u>\$17,209</u>
TOTAL TI REVENUE			\$6,414,124
TOTAL TEST-YEAR REVENUE			\$473,804,189
PROCEEDING 17AL-0363G REVENUE REQUIREMENTS			\$474,187,044
ADD: PSIA IN BASE RATES			\$4,263,980
LESS: CHARGES FOR RENDERING SERVICE			-\$4,679,184
TOTAL - CCOSS			\$473,771,840
DIFFERENCE			-\$32,349

*The rates above include applicable transport adder, but do not include GAP adder

Public Service Company of Colorado
 Gas Department
 Settled Phase 2 Bill Impacts

Customer Class	Rates Effective as of 5/31/2019 Filing Date	Settled Phase 2 Base Rates	Monthly Average Usage	Monthly Existing Bill	Monthly Proposed Bill	Monthly Difference \$	Difference %
Residential Gas - Schedule RG							
Service and Facility Charge	\$ 11.15	\$ 12.15		\$ 11.15	\$ 12.15	\$ 1.00	
Usage Charge	\$ 0.08440 /Therm	\$ 0.13268 /Therm	64 Therms	\$ 5.40	\$ 8.48	\$ 3.08	
Base Rate Subtotal (S&F plus Usage Charges)				\$ 16.55	\$ 20.63	\$ 4.08	24.65%
DSMCA - S&F Charge	5.31%	5.31%		\$ 0.59	\$ 0.65	\$ 0.06	
DSMCA - Usage Charge	5.31%	5.31%		\$ 0.29	\$ 0.45	\$ 0.16	
DSMCA - Total				\$ 0.88	\$ 1.10	\$ 0.22	
GRSA	24.19%	0.00%		\$ 4.00	\$ -	\$ (4.00)	
Adjusted Base Rate Amount				\$ 21.43	\$ 21.73	\$ 0.30	1.40%
PSIA	\$ 0.04528 /Therm	\$ 0.04528 /Therm		\$ 2.90	\$ 2.90		
GCA - Second Quarter 2019	\$ 0.3084 /Therm	\$ 0.3084 /Therm		\$ 19.72	\$ 19.72	\$ -	
Non-Base Rate Subtotal				\$ 22.62	\$ 22.62	\$ -	
Total Bill				\$ 44.05	\$ 44.35	\$ 0.30	0.68%
Commercial Gas - Schedule CSG							
Service and Facility Charge	\$ 32.08	\$ 43.58		\$ 32.08	\$ 43.58	\$ 11.50	
Usage Charge	\$ 0.11676 /Therm	\$ 0.11585 /Therm	276 Therms	\$ 32.23	\$ 31.97	\$ (0.26)	
Base Rate Subtotal (S&F plus Usage Charges)				\$ 64.31	\$ 75.55	\$ 11.24	17.48%
DSMCA - S&F Charge	5.20%	5.20%		\$ 1.67	\$ 2.27	\$ 0.60	
DSMCA - Usage	5.20%	5.20%		\$ 1.68	\$ 1.66	\$ (0.02)	
DSMCA - Total				\$ 3.35	\$ 3.93	\$ 0.58	
GRSA	24.19%	0.00%		\$ 15.56	\$ -	\$ (15.56)	
Adjusted Base Rate Amount				\$ 83.22	\$ 79.48	\$ (3.74)	-4.49%
PSIA	\$ 0.04528 /Therm	\$ 0.04528 /Therm		\$ 12.50	\$ 12.50		
GCA - Second Quarter 2019	\$ 0.3058 /Therm	\$ 0.3058 /Therm		\$ 84.40	\$ 84.40	\$ -	
Non-Base Rate Subtotal				\$ 96.90	\$ 96.90	\$ -	
Total Bill				\$ 180.12	\$ 176.38	\$ (3.74)	-2.08%

Tariff Sheet	Description	Change (excluding formatting/punctuation)
3	Table of Contents	• Typo
14	Schedule RG	• Rates
16	Schedule CSG	• Rates
17	Schedule CLG	• Rates
17A, 17B	Schedule CLG	• Changed PDQ to MDQ
19	Schedule IG	• Rates
29	Schedule TFS	• Deleted Receipt Pool
29A	Schedule TFS	• Rates • Unauthorized Overrun Penalty • Communication Line Correction Period
29D	Schedule TFS	• Monthly Imbalance Resolution
29E	Schedule TFS	• Notice of Termination
29F	Schedule TFS	• Text moved from Sheet 29E
30	Schedule TFL	• Deleted Receipt Pool
30A	Schedule TFL	• Unauthorized Overrun Penalty • Communication Line Correction Period
30E	Schedule TFL	• Monthly Imbalance Resolution
30F	Schedule TFL	• Notice of Termination
30G	Schedule TFL	• Text moved from Sheet 30F
31	Schedule TI	• Deleted Receipt Pool
31A	Schedule TI	• Unauthorized Overrun Penalty • Communication Line Correction Period
31D	Schedule TI	• Monthly Imbalance Resolution
31E	Schedule TI	• Notice of Termination
34D (Added Sheet)	Gas Affordability Program	• Redline of current tariff sheet to add transportation schedules to program funding
34E (Added and New Sheet)	Gas Affordability Program	• New sheet with table showing agreed GAP charges included in the S&F Charges
48 (Added Sheet)	GRSA	• Redline based on 24.19% GRSA in effect as of May 31, 2019, which will also be back in effect as of the rate effective date, showing a reduction of the GRSA to 0.00%
R24, R24A	Standards	• Changed abbreviation
R49	Customer's Reinforcements	• Correction – PDQ to MDQ

Tariff Sheet	Description	Change (excluding formatting/punctuation)
T2	Transport T&Cs	• Align Index
T5, T10, T11, T12, T14, T15, T31, T35, T38, T39, T40, T60, T63, T64, T70, T73	Transport T&Cs	• Remove Receipt Pools
T22	Transport T&Cs	• Communication Line Correction Period
T24	Transport T&Cs	• Notice of Termination
T43, T52, T74, T75	Transport T&Cs	• Aggregate Balancing • Sheet T75 – moved text from T74
T44, T44A (Added and New Sheet)	Transport T&Cs	• Monthly Imbalances and Monthly Cashout
T51, T68	Transport T&Cs	• Typo
T57	Transport T&Cs	• Added “Transportation Info” in red font
T59	Transport T&Cs	• Added “Transportation Info” in red font
T71	Transport T&Cs	• Liability

Commercial Gas - Schedule CLG							
Service and Facility Charge	\$	65.12	\$	101.12		\$	36.00
Usage Charge	\$	0.1854 /DTH	\$	0.2302 /DTH	674 DTH	\$	30.22
Capacity Charge	\$	6.75 /DTH	\$	8.73 /DTH	80 PDQ	\$	158.85
Base Rate Subtotal (S&F plus Capacity plus Usage Charges)					\$	731.67	30.76%
DSMCA - S&F Charge		5.20%		5 20%	\$	3.39	1.87
DSMCA - Usage		5.20%		5 20%	\$	6.50	1.57
DSMCA - Capacity		5.20%		5 20%	\$	28.16	8.26
DSMCA - Total					\$	38.05	11.70
GRSA		24.19%		0 00%		176.99	(176.99)
Adjusted Base Rate Amount					\$	946.71	6.31%
PSIA	\$	0.4528 /DTH	\$	0.4528 /DTH	\$	305.31	
GCA - Second Quarter 2019	\$	2.961 /DTH	\$	2.961 /DTH	\$	1,996.76	-
Non-Base Rate Subtotal					\$	2,302.07	-
Total Bill					\$	3,248.78	1.84%

Interruptible Gas - Schedule IG							
Service and Facility Charge	\$	38.90	\$	41.00		\$	2.10
Usage Charge	\$	0.30070 /DTH	\$	0.3476 /DTH	3,056 DTH	\$	143.33
On-Peak Demand Charge	\$	6.75 /DTH	\$	8.73 /DTH	1 PDQ	\$	1.60
Base Rate Subtotal (S&F plus Usage Charges)					\$	963.32	15.26%
DSMCA - S&F Charge		5.20%		5 20%	\$	2.02	0.11
DSMCA - Usage		5.20%		5 20%	\$	47.79	7.45
DSMCA - On-Peak Demand		5.20%		5 20%	\$	0.28	0.09
DSMCA - Total					\$	50.09	7.65
GRSA		24.19%		0 00%		233.03	(233.03)
Adjusted Base Rate Amount					\$	1,246.44	-6.29%
PSIA	\$	0.4528 /DTH	\$	0.4528 /DTH	\$	1,383.62	
GCA - Second Quarter 2019	\$	2.840 /DTH	\$	2.840 /DTH	\$	8,679.15	-
Non-Base Rate Subtotal					\$	10,062.77	-
Total Bill					\$	11,309.21	-0.69%

Firm Gas Transportation - Schedule TFS							
Service and Facility Charge	\$	43.50	\$	58.58		\$	15.08
Usage Charge	\$	1.1676 /DTH	\$	1.1585 /DTH	146 DTH	\$	(1.33)
Base Rate Subtotal (S&F plus Usage Charges)					\$	213.92	6.43%
DSMCA - S&F Charge		0.00%		0 00%	\$	-	-
DSMCA - Usage		0.00%		0 00%	\$	-	-
DSMCA - Backup Sales Charge		0.00%		0 00%	\$	-	-
DSMCA - Total					\$	-	-
GRSA		24.19%		0 00%	\$	51.75	(51.75)
Adjusted Base Rate Amount					\$	265.67	-14.30%
PSIA	\$	0.4528 /DTH	\$	0.4528 /DTH	\$	66.08	
GCA - Second Quarter 2019	\$	0.04200 /DTH	\$	0.04200 /DTH	\$	6.13	-
Non-Base Rate Subtotal					\$	72.21	-
Total Bill					\$	337.88	-11.25%
Non-PSCo Gas Costs					\$	446.63	
Bill Impact from Customer Perspective					\$	784.51	-4.84%

Firm Gas Transportation - Schedule TFL							
Service and Facility Charge	\$	72.00	\$	116.12	\$	72.00	\$ 116.12 \$ 44.12
Firm Capacity Reservation Charge	\$	6.75 /DTH	\$	8.73 /DTH	135 PDQ	909.22	1,175.93 \$ 266.71
Usage Charge	\$	0.1854 /DTH	\$	0.2302 /DTH	1,176 DTH	217.94	270.61 \$ 52.67
Base Rate Subtotal					\$	1,199.16	\$ 1,562.66 \$ 363.50 30.31%
DSMCA - S&F Charge		0.00%		0.00%	\$	-	\$ - \$ -
DSMCA - Firm Capacity Reservation Charge		0.00%		0.00%	\$	-	\$ - \$ -
DSMCA - Usage		0.00%		0.00%	\$	-	\$ - \$ -
DSMCA - Total		0.00%		0.00%	\$	-	\$ - \$ -
GRSA		24.19%		0.00%		290.08	- \$ (290.08)
Adjusted Base Rate Amount					\$	1,489.24	\$ 1,562.66 \$ 73.42 4.93%
PSIA	\$	0.4528 /DTH	\$	0.4528 /DTH		532.22	532.22
GCA - Second Quarter 2019	\$	0.042 /DTH	\$	0.042 /DTH	1,176 DTH	49.37	-
Non-Base Rate Subtotal					\$	581.59	\$ 581.59 \$ -
Total Bill					\$	2,070.83	\$ 2,144.25 \$ 73.42 3.55%
Non-PSCo Gas Costs		2.96		2.96	1,176 DTH	\$ 3,480	\$ 3,480
Bill Impact from Customer Perspective						\$ 5,550	\$ 5,624 \$ 73.42 1.32%

Interruptible Gas Transportation - Schedule TI							
Service and Facility Charge	\$	72.00	\$	134.00	\$	72.00	\$ 134.00 \$ 62.00
Usage Charge	\$	0.3072 /DTH	\$	0.3539 /DTH	6,721 DTH	2,064.68	2,378.55 \$ 313.87
Base Rate Subtotal (S&F plus Usage and Backup Charges)					\$	2,136.68	\$ 2,512.55 \$ 375.87 17.59%
DSMCA - S&F Charge		0.00%		0.00%	\$	-	\$ - \$ -
DSMCA - Usage		0.00%		0.00%	\$	-	\$ - \$ -
DSMCA - Total		0.00%		0.00%	\$	-	\$ - \$ -
GRSA		24.19%		0.00%		516.86	- \$ (516.86)
Adjusted Base Rate Amount					\$	2,653.54	\$ 2,512.55 \$ (140.99) -5.31%
PSIA	\$	0.4528 /DTH	\$	0.4528 /DTH		3,042.92	3,042.92
GCA - Second Quarter 2019	\$	0.042 /DTH	\$	0.042 /DTH	6,721 DTH	282.28	-
Non-Base Rate Subtotal					\$	282.28	\$ 282.28 \$ -
Total Bill					\$	2,935.82	\$ 2,794.83 \$ (140.99) -4.80%
Non-PSCo Gas Costs		2.84		2.84	6,721 DTH	\$ 19,088	\$ 19,088
Bill Impact from Customer Perspective						\$ 22,023	\$ 21,882 \$ (140.99) -0.64%

The above rates include the GAP and transport adders as applicable

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NATURAL GAS RATES		RATE
RESIDENTIAL GAS SERVICE		
SCHEDULE RG		
<u>APPLICABILITY</u>		
Applicable to Residential service. Not applicable to resale service.		
<u>MONTHLY RATE</u>		
Service and Facility Charge, per customer		\$124.15
Usage Charge, all gas used per Therm		\$ 0.1014013268
<u>MONTHLY MINIMUM</u>		\$124.15
<u>GAS RATE ADJUSTMENT</u>		
This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.		
<u>GAS COST ADJUSTMENT</u>		
This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.		
<u>PAYMENT AND LATE PAYMENT CHARGE</u>		
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)		

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NATURAL GAS RATES		RATE
COMMERCIAL - SMALL GAS SERVICE		
SCHEDULE CSG		
<u>APPLICABILITY</u> Applicable to Commercial customers whose annual gas consumption is less than 50,000 therms. Not applicable to resale service.		
<u>MONTHLY RATE</u> Service and Facility Charge, per customer \$ 435.58 Usage Charge, all gas used per Therm 0-10993 \$0.11585		
<u>MONTHLY MINIMUM</u> \$ 435.58		
<u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.		
<u>GAS COST ADJUSTMENT</u> This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.		
<u>PAYMENT AND LATE PAYMENT CHARGE</u> Bills for gas service are due and payable within fourteen (14) business days from date of bill. Any amounts in excess of fifty dollars (\$50.00) not paid on or before three business days after the due date of the bill shall be subject to a late payment charge of 1.5% per month. A business day for purposes under this Payment and Late Payment Charge section is all 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.		
<u>SERVICE PERIOD</u> All service under this schedule shall be for a minimum period of twelve consecutive months and shall continue thereafter unless terminated by customer on not less than three (3) days' notice to Company. If customer's annual usage quantities are 50,000 therms or more in any consecutive twelve-month period ending March 31, the customer is no longer eligible for service under this Schedule and the Company shall bill customer under Schedule CLG, beginning with the first full monthly billing period after May 1 of the same year.		
(Continued on Sheet No. 16A)		

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NATURAL GAS RATES		RATE
COMMERCIAL - LARGE GAS SERVICE		
SCHEDULE CLG		
<u>APPLICABILITY</u> Applicable to Commercial service for customers with 5,000 or more Dekatherms (Dth) of annual usage. Not applicable to resale service.		
<u>MONTHLY RATE</u>		
Service and Facility Charge, per customer		\$101.12 00
Capacity Charge, per Maximum Daily Quantity in Dth		8.73
Usage Charge, all gas used per Dth		0.2302 5
<u>MONTHLY MINIMUM</u> The Service and Facility Charge plus the Capacity Charge.		
<u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.		
<u>GAS COST ADJUSTMENT</u> This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.		
<u>PAYMENT AND LATE PAYMENT CHARGE</u> Bills for gas service are due and payable within fourteen (14) business days from date of bill. Any amounts in excess of fifty dollars (\$50.00) not paid on or before three business days after the due date of the bill shall be subject to a late payment charge of 1.5% per month. A business day for purposes under this Payment and Late Payment Charge section is all 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.		
<u>SERVICE PERIOD</u> All service under this schedule shall be for a minimum period of twelve consecutive months and shall continue thereafter unless terminated by customer on not less than three (3) days' notice to Company. If the customer has received service for the minimum service period under this schedule and customer requests service under another rate schedule, including Schedule TFL, customer shall provide Company at least thirty (30) days written notice.		
(Continued on Sheet No. 17A)		

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NATURAL GAS RATES	RATE
COMMERCIAL - LARGE GAS SERVICE	
SCHEDULE CLG	
<u>SERVICE PERIOD</u> - 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.	
<u>MAXIMUM PEAK DAILY QUANTITY</u> The MDQ shall be established by meter measurement at a level that is no less than the customer's maximum daily usage at each Point of Delivery. Where actual peak daily meter data is not available, Company shall use the customer's annual consumption and an average load factor to estimate the MDQ. The Company shall increase Customer's MDQ effective May 1 of each year based on the highest usage for any day occurring during the previous three years (May 1 through April 30). MDQ 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 MDQ established under the applicable transportation rate schedule. In the event that customer reduces its usage in any year and customer desires to reduce its MDQ, the customer may request in writing that Company consider a reduction in the customer's MDQ and grant a reset of the established MDQ. Upon receipt of such request, Company may grant a reset of the previously established MDQ 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 that customer has physically and permanently removed gas consuming appliances or equipment as physically verified by Company that results in a reduction in MDQ. In which case, Company shall determine the appropriate MDQ. 2. Company determines in its sole discretion that 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 MDQ, in which case Company shall determine the appropriate MDQ.	
(Continued on Sheet No. 17B)	

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NATURAL GAS RATES	RATE
COMMERCIAL - LARGE GAS SERVICE	
SCHEDULE CLG	
<u>MAXIMUMPEAK DAILY QUANTITY</u> - Cont'd	
3. Company determines in its sole discretion that the customer used substantial amounts of gas due to an unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such event and that such devices are not required for any permanent service requirement and further that Receiving Party will continue to use gas quantities up to the MDQ.	
<u>COMMUNICATION LINE INSTALLATION AND MAINTENANCE</u>	
Except as otherwise provided below, customer shall be responsible for installation and maintenance costs associated with 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. Company shall be responsible for installation and maintenance costs associated with advanced communication equipment required for operational and billing purposes.	
Customer will maintain the communication equipment in good working order and cause any interruption in service over the communication line to be repaired as soon as possible. If the Company is required to make site trip(s) in addition to the initial trip made by Company to confirm the communication line outage and the final trip to synchronize the meter with the communication line, Company shall charge the customer for Trip Charges and other related charges that may be applicable as provided under the Schedule of Charges for Rendering Service in Company's tariff.	
<u>RULES AND REGULATIONS</u>	
Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules and Regulations on file with The Public Utilities Commission of the State of Colorado and the following special conditions:	
1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.	
2. For service to gas engine driven irrigation pumps the Point of Delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of natural gas. All piping beyond Point of Delivery shall be installed, owned and maintained by customer.	

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NATURAL GAS RATES	RATE
INTERRUPTIBLE INDUSTRIAL GAS SERVICE	
SCHEDULE IG	
<u>APPLICABILITY</u> 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.	
<u>MONTHLY RATE</u> 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.	\$41.00 8.73 0.3476
<u>MONTHLY MINIMUM</u> The Monthly Minimum will be the Service and Facility Charge plus the On-Peak Demand Charge.	
<u>UNAUTHORIZED OVERRUN GAS</u> 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.	
<u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.	
<u>GAS COST ADJUSTMENT</u> This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.	
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Sheet No.

NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL	
SCHEDULE TFS	
<u>APPLICABILITY</u> Applicable to Shippers having acquired by separate agreement supplies of Natural Gas (Shipper's Gas), as well as an agreement with Company for Firm Gas Transportation Service, where Company (also referred to as Transporter for purposes of transportation service) has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm Shippers. Service under this Schedule is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) /Pool(s) to the Delivery Point(s) through Company's System for only those Delivery Points where the Receiving Party's annual usage is less than 5,000 Dekatherms (Dth). Firm capacity and firm Backup Sales Service option quantities reserved under this Schedule shall be designated for Receiving Party(s) at specific Delivery Point(s). Service supplied under this Schedule is subject to and provided in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions. Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this Schedule TFS shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.	
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Sheet No. 29A

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 Sheet No.

NATURAL GAS RATES		RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL		
SCHEDULE TFS		
<u>FIRM GAS TRANSPORTATION SERVICE CHARGES</u>		
Monthly Service and Facility Charge per service meter:		\$ 58.60 .58
Usage Charge: Applicable to all of Shipper's Gas transported by Company:		
Standard Rate, per Dth		1. 1585.0993
*Minimum Rate, per Dth.....		0.010
*The minimum Usage Charge shall be \$.01, but in no instance will it be less than the variable costs of providing service.		
Unauthorized Overrun Penalty, per Dth: Maximum Rate, per Dth: <u>\$25.00 unless CIG calls a Critical Condition, in which case the maximum rate is the greater of \$25.00 or the CIG Rate Schedule TF-1 Daily Unauthorized Overrun Rate per the CIG FERC Gas Tariff.</u> Higher of \$25.00 or 5x Platts Gas Daily CIG Rockies Spot Price		
Minimum Rate, per Dth		1. 1585.0993
<u>BACKUP SALES SERVICE OPTION CHARGES:</u>		
Backup Sales Service Reservation Charge, per Dth up to Backup Reservation Quantity.....		\$0
Backup Sales Supply Charge, per Dth.....		1. 1585.0993
<u>INTERRUPTIBLE TFS SALES CHARGE:</u>		
In the event of communication line interruption, and in accordance with the Transportation Terms and Conditions, the Company will treat all Gas delivered subsequent to the <u>thirty (30) day</u>two (2) week correction period specified in Company's written notification as sales Gas and subject to potential interruption. All sales Gas volumes delivered will be subject to the Standard TFS Usage Charge and treated as being in excess of the Backup Reservation Quantity for purposes of calculating the applicable GCA TFS Commodity charge.		
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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL	
SCHEDULE TFS	
<u>UNAUTHORIZED OVERRUN PENALTY</u>	
For firm transportation customers, in the event of an Operational Flow Order (OFO), Shipper shall be subject to the Unauthorized Overrun Penalty if deliveries exceed the OFO Tolerance Level specified in the OFO notice. This Unauthorized Overrun Penalty shall be in addition to all other applicable charges. The Company shall charge all Shippers similar penalties in all Unauthorized Overrun Penalty cases, provided that the circumstances surrounding the overrun are similar. Additional terms and conditions governing OFOs and the Unauthorized Overrun Penalty are set forth in the Gas Transportation Terms and Conditions.	
<u>IMBALANCE MANAGEMENT</u>	
As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. Unless otherwise selected and approved by the Company, a Shipper will be subject to the Transporter Balancing Option.	
In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TFS Transportation Charge, as set forth under the Gas Cost Adjustment section above. All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges.	
Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions.	
<u>MONTHLY IMBALANCE RESOLUTION</u>	
Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout charges shall be determined based on the end of Month cumulative imbalance quantity and a Monthly Cashout Price consistent with the Gas Transportation Terms and Conditions.	
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PUBLIC SERVICE COMPANY OF COLORADO

Sheet No. 29E

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NATURAL GAS RATES		RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL		
SCHEDULE TFS		
<u>CONVERSION OF SERVICE</u> Annually, Company will evaluate Receiving Party's total delivered quantities of gas at each Delivery Point for the previous twelve (12) months ending March 31. If the annual quantity of gas at any Delivery Point is equal to or greater than 5,000 Dekatherms, service hereunder shall be terminated and shall be converted to service under Schedule TFL, unless Shipper provides notice it intends to convert to sales service under Schedule CLG. Such conversion shall be effective May 1 following such determination by Company. If service is converted to Schedule TFL, the Shipper or Receiving Party, as applicable, shall remain on Schedule TFL for at least one Contract Year. If service is converted to Schedule CLG, Customer shall remain on Schedule CLG for the minimum Service Period provided therein. In the event Receiving Party has received service hereunder for the minimum Service Agreement term and desires to receive service under Schedule CLG or Schedule CSG, <u>Shipper or Receiving Party shall provide Company</u> written notice with <u>no less than fifteen (15)</u> thirty (30) <u>days' prior</u> written notice, to the date such conversion is to be effective with <u>the change to be effective on the first of a Month. Receiving Party's Agent, if any, is required to notify the Receiving Party of the change. The Shipper or Receiving Party shall provide Transporter with responsible party information, if known.</u> Company shall evaluate whether it has sufficient Natural Gas and related resources to provide service under the applicable rate schedule. Company may agree to a notice period of less than <u>fifteen (15)</u> thirty (30) days if it determines that sufficient time to effectuate the necessary changes has been provided. The Receiving Party will not be eligible to return to transportation service hereunder until one (1) year after its conversion to Company's firm sales service. Upon the expiration of such one year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Gas Transportation Terms and Conditions.		
<u>DISTRIBUTION EXTENSION REQUIREMENT</u> In the event that the Customer elects service hereunder as initial service that requires a distribution extension and the Construction Allowance applicable under Schedule TFS exceeds the Construction Allowance that would otherwise be applicable under Schedule TFL, the minimum Service Agreement term shall be three (3) years, or other term as mutually agreed upon by the parties. Such three year minimum service <u>shall not apply to a customer under this schedule</u> requesting service under Schedule CSC.		
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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL SCHEDULE TFS	
DISTRIBUTION EXTENSION REQUIREMENT CONT'D: <u>applicable under Schedule TFL, the minimum Service Agreement term shall be three (3) years, or other term as mutually agreed upon by the parties. Such three-year minimum service period shall not apply to a customer under this schedule requesting service under Schedule CSG.</u>	
The required term of the Service Agreement shall begin on the date the meter is set.	
Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall first have entered into a Firm Gas Transportation Service Agreement with the Company for a minimum term of five (5) years, or other term as mutually agreed upon by the parties.	
SPECIAL CONDITIONS	
Service supplied under this schedule is subject to the following special conditions: 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine. 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.	
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PUBLIC SERVICE COMPANY OF COLORADO

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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - LARGE	
SCHEDULE TFL	
<u>APPLICABILITY</u> Applicable to Shippers having acquired by separate agreement supplies of Natural Gas (Shipper's Gas), as well as an agreement with Company for Firm Gas Transportation Service, where Company (also referred to as Transporter for purposes of transportation service) has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm transport Shippers. Service under this Schedule is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) /Pool(s) to the Delivery Point(s) through Company's System for only those Delivery Points where the Receiving Party's annual usage is 5,000 Dekatherms (Dth) or more. Firm capacity and Backup Sales Service Option quantities reserved under this Schedule shall be designated for Receiving Party(s) at specific Delivery Point(s). Service supplied under this Schedule is subject to and provided in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions. Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this TFL Rate Schedule shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.	
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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - LARGE	
SCHEDULE TFL	
<u>FIRM GAS TRANSPORTATION SERVICE CHARGES</u>	
Monthly Service and Facility Charge per service meter:...	\$ 116.12
Firm Capacity Reservation Charge, per Dth - MDQ:	
Standard Rate, per Dth - MDQ.....	8.73
Minimum Rate, per Dth - MDQ.....	0.60
Usage Charge: Applicable to all of Shipper's Gas transported by Company:	
Standard Rate, per Dth	0.2302
*Minimum Rate, per Dth.....	0.010
 *The minimum Usage Charge shall be \$.01, but in no instance will it be less than the variable costs of providing service.	
 Authorized Overrun Charge, per Dth:.....	0.3539
Unauthorized Overrun Penalty, per Dth:	
Maximum Rate, per Dth: <u>\$25.00 unless CIG calls a Critical Condition, in which case the maximum rate is the greater of \$25.00 or the CIG Rate Schedule TF-1 Daily Unauthorized Overrun Rate per the CIG FERC Gas Tariff.</u>	Higher of
-\$25.00 or 5x Platts Gas Daily CIG Rockies Spot Price	
Minimum Rate, per Dth	0.2302
<u>BACKUP SALES SERVICE OPTION CHARGES:</u>	
Backup Sales Service Reservation Charge, per Dth up to Backup Reservation Quantity.....	\$0
Backup Sales Supply Charge, per Dth.....	0.2302
<u>INTERRUPTIBLEinterruptible TFL SALES CHARGE</u>	
In the event of communication line interruption, and in accordance with the Transportation Terms and Conditions, the Company will treat all Gas delivered subsequent to the <u>thirty (30) day</u> two (2) week correction period specified in Company's written notification as sales Gas and subject to potential interruption. All sales Gas volumes delivered will be subject to the Standard TFL Usage Charge and treated as being in excess of the Backup Reservation Quantity for purposes of calculating the applicable GCA TFL Commodity charge.	
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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - LARGE	
SCHEDULE TFL	
<u>IMBALANCE MANAGEMENT</u> As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. Unless otherwise selected and approved by the Company, a Shipper will be subject to the Transporter Balancing Option. In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TFL Transportation Charge, as set forth under the Gas Cost Adjustment section above. All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges. Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions.	
<u>MONTHLY IMBALANCE RESOLUTION</u> Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout charges shall be determined based on the end of Month cumulative imbalance quantity and a Monthly Cashout Price consistent with the Gas Transportation Terms and Conditions.	
<u>DISTRIBUTION EXTENSION REQUIREMENT</u> Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall enter into a Firm Gas Transportation Service Agreement that has a term of at least five (5) years, or other term as mutually agreed upon by the parties.	
<u>CONVERSION OF SERVICE</u> If Receiving Party has received service for the minimum service period and annual usage quantities are less than 5,000 Dth for thirty-six (36) consecutive Months, Shipper may submit a Request for Service under Schedule TFS or CSG. After the Company determines that the customer is eligible, such service will be billed beginning with the first full Monthly billing period. Upon beginning service on Schedule TFS or CSG, customer shall remain on such schedule for the minimum service period.	
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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - LARGE	
SCHEDULE TFL	
Shipper may request and Company may either grant a reset of the previously-established MDQ, or authorize eligibility under Schedule TFS, with fewer than thirty-six (36) Months consecutive service when the Company determines in its sole discretion that: 1. Shipper has physically and permanently removed gas consuming appliances or equipment as physically verified by Company that results in a reduction in MDQ, in which case, Company shall determine the appropriate MDQ. 2. Shipper used substantial amounts of Gas due to an unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such event and that such devices are not required for any permanent service requirement and further that Shipper will continue to use gas quantities up to the MDQ.	
<u>TERMINATION</u> Service shall be terminated in accordance with the Gas Transportation Terms and Conditions or Shipper's Service Agreement with the Company. In the event that (i) Shipper or Receiving Party gives <u>fifteen (15)</u> thirty (30) days' <u>prior</u> written notice of its intention to cancel Firm Gas Transportation Service for any or all Delivery Points prior to the end of the term of the Service Agreement or any subsequent Contract Year as provided for in said Service Agreement or amendments thereto, or (ii) Firm Gas Transportation Service is suspended, terminated, or revoked prior to the end of the Service Agreement as set forth in the Gas Transportation Terms and Conditions, then Shipper shall be obligated to pay the Company a termination charge equal to the Firm Capacity Reservation Charge and the Backup Sales Service Reservation Charge, if applicable, multiplied by the MDQ and Backup Reservation Quantity respectively, as described in the Service Agreement, for every Month remaining in the term of the Service Agreement. The Company may agree to a notice period of less than <u>fifteen (15)</u> thirty (30) days if it determines that sufficient time to effectuate the necessary changes has been provided. <u>Receiving Party's Agent, if any, is required to notify the Receiving Party of the change. The Shipper or Receiving Party shall provide Transporter with responsible party information, if known.</u> If 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, the termination charge will not apply. In addition, all costs incurred by Company relating to any specific facility charges specified in Service Agreement or other written agreement shall become immediately due and payable to Company unless otherwise agreed in writing.	
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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - LARGE	
SCHEDULE TFL	
<u>Party subscribes to Company's firm sales service or firm transportation service under a different Service Agreement in place of such terminated service, the termination charge will not apply. In addition, all costs incurred by Company relating to any specific facility charges specified in Service Agreement or other written agreement shall become immediately due and payable to Company unless otherwise agreed in writing.</u> If the Backup Sales Service Option has not been purchased for a Receiving Party for a quantity equal to Receiving Party's MDQ in the applicable Service Agreement, then conversion to firm sales shall be contingent upon Company's determination that firm supply is available for sale to Receiving Party. All such conversions from transportation to sales service shall 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 (1) year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Gas Transportation Terms and Conditions. <u>SPECIAL CONDITIONS</u> Service supplied under this schedule is subject to the following special conditions: 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine. 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.	

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NATURAL GAS RATES	RATE
INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI	
<u>APPLICABILITY</u> Applicable to Shippers having acquired by separate agreement supplies of Natural Gas (Shipper's Gas), as well as an agreement with the Company for Interruptible Gas Transportation Service, where Company (also referred to as Transporter for purposes of transportation service) has available interruptible System capacity in excess of that presently required for service to existing firm gas sales Customers and Firm Transportation Shippers. Service under this Schedule is applicable to interruptible transportation of Shipper's Gas from Company's Receipt Point(s) Pool(s) to Shipper's Delivery Point(s) through Company's System. Service provided hereunder shall be in accordance with the Interruptible Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions. Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this TI Rate Schedule shall be strictly subject to the terms of the Interruptible Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.	

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NATURAL GAS RATES	RATE
INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI	
<u>INTERRUPTIBLE GAS TRANSPORTATION SERVICE CHARGES</u>	
Monthly Service and Facility Charge per service meter.	\$ 134.00
Usage Charge: Applicable to all of Shipper's Gas transported by Company:	
Standard Rate, per Dth.....	0.3539
*Minimum Rate, per Dth.....	0.010
*The minimum Usage Charge shall be \$.01, but in no instance will it be less than the variable costs of providing service.	
Unauthorized Overrun Penalty, per Dth over On Peak Demand Quantity:	
Maximum Rate, per Dth: <u>\$25.00 unless CIG calls a Critical Condition, in which case the maximum rate is the greater of \$25.00 or the CIG Rate Schedule TF-1 Daily Unauthorized Overrun Rate per the CIG FERC Gas Tariff.</u>	
..... Higher of \$25.00 or 5x Platts Gas Daily CIG Rockies Spot Price	
Unauthorized Overrun Penalty, per Dth over On Peak Demand Quantity, cont.:	
Minimum Rate, per Dth.....	0.3539
<u>ON PEAK DEMAND QUANTITY CHARGE</u>	
Monthly On Peak Demand Quantity Charge, per Dth.....	\$ 8.73
<u>INTERRUPTIBLE TI SALES CHARGE</u>	
In the event of communication line interruption, and in accordance with the Transportation Terms and Conditions, the Company will treat all Gas delivered subsequent to the <u>thirty (30) day</u> two (2) week correction period specified in Company's written notification as sales Gas and subject to potential interruption. All sales Gas volumes delivered will be subject to the Standard TI Usage Charge and the GCA TI Commodity Charge.	

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NATURAL GAS RATES	RATE
INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI <u>IMBALANCE MANAGEMENT</u> As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. Unless otherwise selected and approved by the Company, a Shipper will be subject to the Transporter Balancing Option. In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TI Transportation Charge, as set forth under the Gas Cost Adjustment section above. All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges. Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions. <u>MONTHLY IMBALANCE RESOLUTION</u> Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout charges shall be determined based on the end of Month cumulative imbalance quantity and a Monthly Cashout Price consistent with the Gas Transportation Terms and Conditions. <u>DISTRIBUTION EXTENSION REQUIREMENT</u> Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall enter into an Interruptible Gas Transportation Service Agreement that has a term of at least five (5) years, or other term as mutually agreed upon by the parties. <u>TERMINATION</u> Service shall be terminated in accordance with the Gas Transportation Terms and Conditions or Shipper's Service Agreement with the Company.	

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NATURAL GAS RATES	RATE
INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI	
<u>TERMINATION</u> - Cont'd In the event that (i) Shipper or Receiving Party gives <u>fifteen (15)</u> thirty (30) days' written notice of its intention to cancel Interruptible Gas Transportation Service for any or all Delivery Points prior to the end of the initial term of the Service Agreement or any subsequent Contract Year as provided for in said Service Agreement or amendments thereto, or (ii) Interruptible Gas Transportation Service is suspended, terminated, or revoked prior to the end of the term of the Service Agreement as set forth in the Gas Transportation Terms and Conditions, then all costs incurred by Company relating to any facility charges specified in the Service Agreement or otherwise agreed to in writing shall become immediately due and payable to Company upon such termination. The Company may agree to a notice period of less than <u>fifteen (15)</u> thirty (30) days if it determines that sufficient time to effectuate the necessary changes has been provided. <u>Receiving Party's Agent, if any, is required to notify the Receiving Party of the change. The Shipper or Receiving Party shall provide Transporter with responsible party information, if known.</u> If 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, then Shipper will continue to pay any remaining facility charges as agreed by Shipper and the Company. The Receiving Party will not be eligible to return to transportation service hereunder until one (1) year after its conversion to Company's firm sales service. Upon the expiration of such one (1) year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Gas Transportation Terms and Conditions.	
<u>SPECIAL CONDITIONS</u> Service supplied under this schedule is subject to the following special conditions: 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine. 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.	

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Sheet No.

NATURAL GAS RATES

GAS AFFORDABILITY PROGRAM ("GAP")

Customer Request for Removal from Program

In the event a Qualified Customer desires to be removed from the Program, the Qualified Customer must make such request to the Company in writing. 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. However, 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 CSG; Large Firm Commercial Sales Service, Schedule CLG; ~~and~~ Interruptible Industrial Sales Service, Schedule IG; Firm Gas Transportation Service - Small, Schedule TFS; Firm Gas Transportation Service - Large, Schedule TFL; and Interruptible Gas Transportation Service, Schedule TI. Said amount shall be sufficient to recover the costs associated with the Program and will be approved by the Commission.
- c) A permanent tracking mechanism (Tracker Account) will be established to provide for tracking the amounts recovered to fund the program as compared to the actual program expenditures. The Tracker Account balance (positive or negative) shall be provided to the Commission on an annual basis. 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.

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NATURAL GAS RATES

GAS AFFORDABILITY PROGRAM ("GAP")

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

<u>Rate Schedule</u>	<u>GAP Charge</u> <u>(\$/month)</u>
Schedule RG	\$0.15
Schedule CSG	\$0.58
Schedule CLG	\$5.12
Schedule IG	\$7.00
Schedule TFS	\$0.58
Schedule TFL	\$5.12
Schedule TI	\$7.00

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NATURAL GAS RATES
GENERAL RATE SCHEDULE ADJUSTMENT

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

~~24.19~~ 0.00%

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

BILLING ERRORS - Cont'd

c. Under this Billing Errors section:

- i. In the event of an over-billing, the Customer may elect to receive the refund as a credit to future billings or as a one-time payment. If the Customer elects a one-time payment, the Company shall make the refund within thirty (30) days. Such over-billings shall not be subject to interest.
- ii. In the event of under-billing, the Customer may elect to enter into a payment arrangement on the under-billed amount. The payment arrangement shall be equal in length to the time period covered by the under-billed amount. Such under-billings shall not be subject to interest.
- iii. The time period limitations for collection of under-billed amounts shall not apply in the event of energy diversion or subterfuge.

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 agreed upon. Appropriate industry standards include but are not limited to those referenced herein, and the Company may adopt any subsequent amendments to the standards in the exercise of its reasonable judgment.

Heating Value (HV_v) 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_v and specific gravity determination by calculation from gas composition will comply with GPA Standard 2172-2014, with physical constants per GPA Standard 2145-93.

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

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

GAS PROPERTY DETERMINATION - Cont'd

Heating Value (~~Hv~~HV) and Specific Gravity - Cont'd

For the purpose of calculating the ~~Hv~~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~~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~~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.

For HV and specific gravity determination by chart recording applied in conjunction with conventional chart measurement for gas volumes, the arithmetic average of HV and specific gravity recorded shall be applied.

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 2017 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.

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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

CUSTOMER'S REINFORCEMENTS

Any required Reinforcement other than for an LDC Customer shall generally recognize the Construction Cost, Construction Allowance and customer Construction Payment provisions of this Extension Policy in accordance with individual agreements between Applicant and Company based upon the amount, character and permanency of the load. Where gas 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~~ Maximum Daily Quantity (MDQ), 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 MDQ, such reinforcement shall be a Distribution Extension where the Construction Cost shall include the Company's cost to reinforce the system, as well as the 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 Commercial development shall be considered non-residential and the developer shall be responsible for Reinforcement costs. All Reinforcements for LDC Customers shall be subject to the provisions of the Extensions for Local Distribution Company Customer section of this Extension Policy.

COMPRESSOR STATIONS

In the event that the Company determines that an LDC Customer requires 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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GAS TRANSPORTATION TERMS AND CONDITIONS

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GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER, RECEIVING PARTY AND AGENT ACKNOWLEDGEMENTS

All parties taking Gas Transportation Service from Transporter, including Shipper, Receiving Party and Agent, acknowledge the foregoing General Statement, as well as the following:

- 1) All Gas Transportation Service provided to Shipper and the Receiving Party by Transporter is for the benefit of the Receiving Party, and in the event that timely payment is not made for any service, or any rule or regulation of Transporter or the Commission is violated by Shipper, Receiving Party or Agent, all service provided shall be subject to suspension or termination in accordance with Transporter's Gas tariff;
- 2) Shipper is responsible for obtaining Shipper's Gas for tender to Transporter at the Receipt Points/~~Receipt Pools~~, making payment of all costs of such gas from sources other than Transporter, nominating quantities at Receipt Points/~~Receipt Pools~~ and Delivery Points, managing Imbalances of Gas, and otherwise complying with its Service Agreement and Transporter's Gas tariff. If Shipper fails to comply with the terms of its Service Agreement, these Gas Transportation Terms and Conditions, and other Gas tariff obligations or agreements with Transporter, Transporter shall not be required to provide Transportation Service.

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DEFINITION OF TERMS - Cont'd

Maximum Daily Quantity or MDQ - The maximum daily quantity of Gas that Transporter agrees to deliver at each Delivery Point as agreed by the parties. The Maximum Daily Quantity shall be established at a level intended to represent no less than the Receiving Party's actual daily usage requirements at each Delivery Point. This term is used interchangeably with Peak Day Quantity, or PDQ, as well as Maximum Daily Transportation Quantity, or MDTQ.

Master Point List - A listing of all currently available Receipt Points as provided on Transporter's EBB. ~~All Receipt Points included in each available Receipt Pool will also be listed.~~

Maximum Allowable Operating Pressure or MAOP - The maximum pressure under which Transporter's System may operate on any segment or at any point.

Mountain Clock Time or MCT - Mountain Standard Time except for that period when daylight savings time is in effect. During this daylight savings time period, MCT shall mean Mountain Daylight Time.

Measurement Error - An error caused by a defect or malfunction in gas measurement communication instrumentation or an unintentional human error in the retrieval, entry, processing, calculation, posting or transcribing of volumetric data, resulting in the posting/billing by Transporter of an incorrect quantity of gas delivered to a Shipper.

Month - The period beginning at 8:00 a.m. Mountain Clock Time (9:00 AM CCT) on the first day of a calendar month and ending at 7:59 a.m. Mountain Clock Time (8:59 AM CCT) on the same day of the following calendar month.

NAESB Standards or NAESB WGQ Standards - The business practices and electronic communication practices, protocols and processes promulgated by the North American Energy Standards Board (also known as the Wholesale Gas Quadrant or the Gas Industry Standards Board).

Nominations - The physical quantity of gas that a Shipper requests to transport on Transporter's System for a specific Gas Day. Nominations are to be adjusted to include FL&U and shall be made on a Dekatherm basis.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

OFO Tolerance Level - The quantity or percentage of the total transportation quantity specified in an Operational Flow Order that can be under- or over-delivered to an Operational Area by a Shipper during the period of an Operational Flow Order without incurring additional charges.

On Peak Demand Quantity - The maximum daily firm capacity that a Shipper with an Interruptible Gas Transportation Service Agreement may purchase from Transporter, with the applicable maximum quantity set forth in Shipper's Service Agreement or amendments thereto.

Operational Area - Regional areas of Transporter's System consisting of pipeline facilities that receive and deliver Gas that is regularly commingled and interchanged with other gas supplies received and delivered in that Operational Area. Operational Areas are posted on Transporter's EBB. Receiving Parties under a Service Agreement shall be grouped under a specific Operational Area based on their location. The location of Delivery Points shall determine the Operational Area under which the Service Agreement shall be grouped.

Operational Balancing Agreement or OBA - The contract between Transporter and the Interconnecting Party at a Receipt Point or Delivery Point that specifies the balancing procedures to manage Receipt Point and/or Delivery Point variances at an Interconnect.

Operational Flow Order or OFO - An order issued by Transporter as allowed by this tariff to alleviate conditions that threaten or could threaten the safe operation or integrity of Transporter's System or to maintain operations required to provide efficient and reliable Firm Gas Transportation Service, which is issued for all or a specific portion of a Gas Day(s) and covering either a designated Operational Area, or a designated Shipper or group of Shippers within an Operational Area, that Transporter reasonably believes are causing the condition necessitating the OFO.

Operator - The party that controls the movement of gas through an Interconnect.

Primary Receipt Point(s) ~~or Primary Receipt Pool(s)~~ - Receipt Point(s) ~~or Receipt Pool(s)~~ specified in the Firm Gas Transportation Service Agreement or amendments thereto as Primary Receipt Point(s) ~~or Primary Receipt Pool(s)~~ where Receiving Party is entitled to Firm Gas Transportation Service on Transporter's System.

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DEFINITION OF TERMS - Cont'd

Prior Period Adjustment - A retroactive correction of the Gas quantities received, transported, delivered and/or used as initially accounted-for and reported by Transporter, necessitating a correction of Transporter's transportation service billing for a period of at least one (1) Month, but not to exceed twenty-four (24) Months.

Receipt Point(s) - The Interconnect wherein Transporter receives Gas tendered by or for the account of Shipper for transportation on Transporter's System. Receipt Points are specified in the Service Agreement or amendments thereto and/or in the Master Point List on Transporter's EBB. ~~A Receipt Point may be included in a Receipt Pool.~~

~~Receipt Pool(s) - A group of Receipt Points aggregated together on a Firm Gas Transportation Service Agreement.~~

Receiving Party(ies) - The party or parties that take delivery of Natural Gas from Transporter at the Delivery Point(s). The Receiving Party(ies)/end-use customer and the Shipper may be one and the same.

Scheduled Quantity(ies) - The quantity of Natural Gas (plus FL&U) that the Shipper nominates, the Operator confirms for Transporter, and Transporter verifies with upstream and downstream parties for Shipper to receive at the Receipt Point(s) ~~/Pool(s)~~, and/or the quantity of Natural Gas that Transporter delivers to Shipper (or for Shipper's account) at the Delivery Point(s) for a specific Gas Day.

Secondary Delivery Point(s) - Authorized Delivery Point(s) that is not considered as a Primary Delivery Point(s).

Secondary Receipt Point(s) ~~or Secondary Receipt Pool(s)~~ - Authorized Receipt Point(s) ~~or Receipt Pools~~ that are not on the Master Point List as Primary Receipt Point(s) ~~or Primary Receipt Pool(s)~~.

Service Agreement - The agreement entered into between Transporter and the Shipper providing for firm or interruptible transportation of Gas from the Receipt Point(s) ~~or Receipt Pool(s)~~ through Transporter's System to the Delivery Point(s).

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION SERVICE OPTIONS

Firm Transportation Service

Firm Transportation Service consists of the reservation of firm capacity on Transporter's System and the transportation of Shipper's Gas on Transporter's System from a Shipper's Receipt Point(s) ~~/Pool(s)~~ to its Delivery Point(s) on a firm basis. The terms of Firm Transportation Service provided to a Shipper, as well as any Backup Sales Service provided to Shipper, shall be as set forth in the Shipper's Firm Gas Transportation Service Agreement or amendments thereto and Transporter's Gas tariff.

Backup Sales Service Option

The Backup Sales Service option, if selected by Shipper and approved by Transporter, allows a Shipper taking Transporter's Firm Transportation Service to pay a reservation charge giving Shipper rights to purchase sales gas up to Shipper's Backup Reservation Quantity. The Backup Sales Service option shall be made available to Shipper for and on behalf of the Receiving Party only.

A Shipper requesting to enter into or revise a Service Agreement to add the Backup Sales Service option shall submit either a Request for Transportation Service or a Request to Amend/Change Transportation Service Agreement, specifying the requested Backup Reservation Quantity. The Backup Reservation Quantity shall not be greater than the MDQ requested by the Shipper and approved by Transporter for Firm Transportation Service.

In general, it is preferable that requests for the Backup Sales Service option be submitted with sufficient time to begin such service on May 1. Transporter will review Requests for the Backup Sales Service option on a first-come, first-served basis, based upon the date of receipt of the request. Requests for the Backup Sales Service option, and the associated requested Backup Reservation Quantity, shall be approved or denied by Transporter in writing, at its sole discretion, within sixty (60) days of the receipt thereof. Transporter approval will specify the form of security required, if any, consistent with the Security for Gas Transportation section of these Gas Transportation Terms and Conditions.

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION SERVICE OPTIONS - Cont'd

Backup Sales Service Option - Cont'd

The agreed Backup Reservation Quantity shall be set forth in Shipper's Firm Gas Transportation Service Agreement or amendments thereto. Transporter will commence the Backup Sales Service option after it determines that sufficient supplies are available, but no earlier than the first Gas Day of the following Month.

In order to purchase Natural Gas from Transporter under the Backup Sales Service option, Shipper must nominate requested quantities for the Month in accordance with Transporter's Nomination procedures. Shippers may only nominate Backup Sales Service gas quantities up to Shipper's Backup Reservation Quantity.

By approving a request for the Backup Sales Service option, Transporter will not be obligated to stand ready to provide Backup Sales Service at a level above the Backup Reservation Quantity reserved. The availability of the Backup Sales Service option to any Shipper, including LDC Customers, shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Transporter and the Shipper or any amendment thereto, and otherwise may be denied by Transporter in its sole discretion.

Interruptible Transportation Service

Interruptible Transportation Service consists of the transportation of gas on Transporter's System from a Shipper's Receipt Point(s) ~~/Pool(s)~~ to its Delivery Point(s) on an interruptible basis. Interruptible Transportation Service is subject to availability of System capacity in Transporter's System. Should Transporter, in its sole judgment, determine that adequate System capacity is unavailable, then Shipper is subject to immediate Interruption of Transportation Service. The terms of Interruptible Transportation Service provided to a Shipper, as well as any On Peak Demand Quantity provided to Shipper, shall be as set forth in the Shipper's Interruptible Gas Transportation Service Agreement or amendments thereto and Transporter's Gas tariff.

Transportation service under this schedule is interruptible and is subject to immediate discontinuance to Shipper by Transporter in accordance with the Service Agreement. Whenever circumstances reasonably permit, Transporter will endeavor to give Shipper advance notice of Interruption of Transportation Service, and Shipper shall ensure that each Receiving Party shall immediately discontinue the use of Gas as directed by Transporter.

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GAS TRANSPORTATION TERMS AND CONDITIONS

COMMUNICATION LINE INSTALLATION AND MAINTENANCE - Cont'd

In the event the communication line is out of service for a period of more than five (5) days, and Transporter determines that such out-of-service condition is the result of a communication line failure, Transporter 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 thirty (30) day~~two (2) week~~ correction period identified by Transporter in its written notification. The grant of the thirty (30) day~~two (2) week~~ correction period does not affect the Shipper's requirement to comply with an OFO. During the period from the date when the communication line became inoperative to the end of the thirty (30) day~~two (2) week~~ correction period specified in Transporter's written notification to Shipper, Shipper shall continue to be responsible for making transportation Nominations in accordance with Transporter's Nomination procedures.

Shipper will be charged Trip Charges and other related charges that may be applicable as provided under the Schedule of Charges for Rendering Service for each site trip by Transporter relating to a communication line failure, unless otherwise agreed in writing by Transporter. Consumption during the period of the communication line failure will be prorated on a daily basis. If the communication line is not made operative within the period designated in Transporter's written notification, then Transporter shall treat all Gas delivered subsequent to the thirty (30) day~~two (2) week~~ correction period specified in Transporter's written notification as sales Gas subject to the Interruptible TI Sales Charge for Interruptible Transportation Service, and to the Interruptible TFS or TFL Sales Charge for Firm Transportation Service, in addition to all other applicable charges under the Gas tariff. Such treatment shall end on the date Customer's communication line is operative. For the time period Shipper is on the Interruptible TI Sales Charge or the Interruptible TFL or TFS Sales Charge, Transporter will not accept transportation Nominations for the affected Receiving Party.

AGENTS

A Receiving Party or Shipper may enter into an Agency Agreement by which a designated Agent will manage Gas Transportation Service on behalf of and for the benefit of the Receiving Party and/or Shipper, consistent with the requirements of these Gas Transportation Terms and Conditions and the Agency Agreement.

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GAS TRANSPORTATION TERMS AND CONDITIONS

AGENTS - Cont'd

Term of Agency and Change in Agent - Cont'd

Transporter will assume such Agency Agreement remains in effect until it has been notified that the Agency Agreement is terminated or until the Agency Agreement is otherwise terminated or revoked in accordance with these Gas Transportation Terms and Conditions.

Unless otherwise agreed by Transporter, a Receiving Party may switch its agent with four (4) business days' advance notice, with any change taking place on the first day of the next calendar month, at which time the prior Agency Agreement will be deemed terminated by Transporter. Where Receiving Party wishes to terminate an Agency Agreement in order to transition to holding its own Service Agreement or to transfer to sales service, Shipper or Receiving Party shall provide Transporter no less than fifteen (15) ~~thirty (30)~~ days' advance written notice, with such termination to be effective upon the first day of the calendar Month immediately following such fifteen (15) ~~thirty (30)~~ day notice period, unless otherwise agreed by Transporter. Receiving Party's Agent, if any, is required to notify the Receiving Party of the change. The Shipper or Receiving Party shall provide Transporter with responsible party information, if known.

Responsibilities of Agent

Agent shall act on Receiving Party's or Shipper's behalf in obtaining and managing Transporter's Gas Transportation Services, and all rights and obligations of Receiving Party are delegated to Agent unless otherwise specified in the Agency Agreement. Transporter may make available to Agent, without further notice to Receiving Party, the Receiving Party's daily transportation quantities, historical Natural Gas utilization information, and other Transportation Service-related information of Receiving Party, unless otherwise specified in the Agency Agreement. Agent shall continue to act for Receiving Party in obtaining and managing Gas Transportation Services as allowed by the Agency Agreement for so long as the Agency Agreement remains in effect.

Agent Communications and Actions

Transporter shall have the right to rely on communications and actions of the Agent. All communications and actions by Agent shall be deemed communications with or actions by the Shipper and/or Receiving Party.

Agency Liability

Notwithstanding any other liability provisions of the Gas tariff, Shipper and/or Receiving Party shall indemnify and hold Transporter harmless from suits, actions, costs, losses and expenses (including ~~-attorney fees~~) arising from claims associated with Transporter's reliance on communications and actions of Agent.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Shipper shall make all necessary arrangements with Interconnect Operators and other parties to allow gas receipt into Transporter's System and gas delivery from Transporter's System. Such arrangements shall be compatible with Transporter's System operations.

Nominations and Priority of Service

- a) All nominating Shippers and parties, and confirming Shippers and parties, are responsible for maintaining electronic equipment sufficient to communicate with the nomination and scheduling business processes contained on Transporter's EBB to nominate and schedule Transportation Service and to make other transactions as needed.
- b) Shipper shall nominate to Transporter daily quantity requirements requested to be transported through Transporter's System. These Nominations shall be in accordance with Transporter's nomination and scheduling business processes and procedures on Transporter's EBB, and shall include identification of quantities tendered from the Receipt Point(s) ~~/Pool(s)~~ to Transporter by the Interconnecting Party that are requested for delivery to each Operational Area under the Service Agreement.
- c) Daily Nominations will be accepted, confirmed, and scheduled in the following order:
 - 1) Firm Transportation Service at Primary Receipt Point(s) ~~/Pool(s)~~.
 - 2) Firm Transportation Service at Secondary Receipt Point(s) ~~/Pool(s)~~.
 - 3) Backup Sales Service and On Peak Demand Quantity.
 - 4) Interruptible Transportation Service at Category One Receipt Points.
 - 5) Interruptible Transportation Service at Category Two Receipt Points.
 - 6) Imbalance Resolution Gas for the current Month.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Capacity Allocation Procedure

If, on any Gas Day, Transporter determines that the capacity of its System, or any portion of such System, is insufficient to serve all requests for transportation for that nomination cycle, then Transporter will schedule transportation in accordance with the following sequencing procedures until all available capacity at the constrained location is allocated.

All firm requirements shall be served first. Point rights for Firm Gas Transportation Service will be allocated and scheduled in the following order:

- 1) Primary Receipt Points/~~Pools~~.
- 2) Primary Delivery Points.
- 3) Secondary Receipt Points/~~Pools~~.
- 4) Secondary Delivery Points.

After allocation of firm requirements, Point rights will be allocated and scheduled in the following order:

- 1) Interruptible Capacity;
- 2) Imbalance Resolution Gas.

If Transporter determines that its available capacity is reduced due to Force Majeure or required maintenance, Transporter shall allocate all available capacity as follows: Firm Gas Transportation Services shall use MDQ for pro-rata allocations and Interruptible Gas Transportation Services shall use Confirmed Quantities for pro-rata allocations.

Determination of Quantities Transported and Related Allocations at Points

Quantity determinations shall be done in accordance with OBAs, where applicable, at an Interconnect, and in accordance with these Transportation Terms and Conditions, and quantities will be apportioned in Gas Day increments. Subject to a bona fide dispute in writing, Shipper agrees to accept the accounting by Transporter of daily quantities of Shipper's Gas received by Transporter.

Unless otherwise agreed in writing, including through an OBA, allocation to the Shipper's account of the total Gas quantities at the Receipt Point(s), after reduction for FL&U, will be based on the lower of (a) Nominations to Transporter; (b) confirmed Nominations; or (c) identified allocated quantities by Shipper provided by the Interconnecting Party.

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NOMINATION AND CONFIRMATIONS - Cont'd

Confirmation - Cont'd

With respect to the processing of requests for decreases during the Intraday Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new Confirmed Quantity, but in no event, no less than the elapsed-prorated-scheduled-quantity as defined in this section of the Gas Transportation Terms and Conditions. If there is no response to a request for confirmation or an unsolicited confirmation response, the greater of the Confirmed Quantity or the elapsed-prorated-scheduled-quantity will be the new Confirmed Quantity.

If there is no response to a request for confirmation or if there is an unsolicited confirmation response, Transporter shall provide the Shipper with one or more of the following explanations as to why the Nomination failed:

- a) The Transporter did not conduct the confirmation.
- b) The upstream confirming party did not conduct the confirmation.
- c) The upstream service requester did not have the Gas or submit the Nomination.
- d) The downstream confirming party did not conduct the confirmation.
- e) The downstream service provider/requester did not have the market or submit the Nomination.
- f) Other.

Adjustments to Confirmations due to Receipt Point/~~Pool~~ or Delivery Point Underperformance

If, on any Gas Day, Transporter determines in its reasonable discretion that under-delivery of Natural Gas from a Receipt Point/~~Pool~~ into Transporter's System (receipt underperformance) or undertakes of Natural Gas at a Delivery Point on Transporter's System (delivery underperformance), if allowed to continue, could adversely affect system integrity, Transporter shall have the right, after providing advance notice if feasible, to make adjustments at such point to Operators' confirmations to reflect more accurately such Operators' previous actual flows into or out of Transporter's System. Such adjustments shall apply either until the underperformance is eliminated or until the threat to System integrity no longer exists. Transporter may also elect to issue an OFO.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Adjustments to Confirmations due to Receipt Point/~~Pool~~ or Delivery Point Underperformance - Cont'd

Transporter shall identify potential threats to System integrity by utilizing criteria such as: weather forecast for the market area and production area; system conditions, including outages, maintenance, equipment availability, and linepack; overall projected pressures and system loads at various locations and meters; and other conditions.

When underperformance occurs and the source of such underperformance is immediately identifiable, Transporter shall make adjustments to that Operator's Confirmed Quantities. Those quantities that are independently verifiable by Transporter and that match the Operator's confirmation shall not be subject to the provisions of this Section. When the source of underperformance is not immediately identifiable, the smallest affected area shall be identified and these procedures will apply only to that portion of the system.

The following procedures shall be used to adjust an Operator's Confirmed Quantities of Natural Gas in the event of underperformance.

- i) Interconnects shall be monitored by Transporter on a daily basis where real time data is available.
 - (A) When actual receipts are less than Confirmed Quantities and the shortfall in receipts threatens the integrity of Transporter's System, Transporter shall notify the Operator and request the Operator to increase deliveries or reduce Confirmed Quantities prospectively.
 - (B) When actual takes at a Delivery Point are less than Confirmed Quantities and such action threatens the integrity of Transporter's System, Transporter shall notify the Operator and request the Operator to increase takes or decrease Confirmed Quantities.
- ii) In the event an Operator fails to make adjustments, Transporter shall limit, on a pro rata basis, prospective Confirmed Quantities to actual flow on the Gas Day in question. Higher confirmations shall be allowed prospectively only when the Operator increases quantities of Gas into or out of Transporter's System to correct the applicable underperformance.

Should multiple simultaneous events occur requiring Transporter to allocate available capacity, Transporter will schedule all available capacity to first resolve the most constrained point (defined as the largest difference between confirmed Nominations and operational available capacity). If further allocations are necessary, Transporter will continue to resolve the most constrained point until all constraints are resolved.

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Sheet No.

GAS TRANSPORTATION TERMS AND CONDITIONS

OPERATIONAL BALANCING AGREEMENTS (OBAS)

Transporter will make reasonable efforts to operate its System in a manner that will discourage and limit any instances in which the actions of one (1) or more Shippers result in degraded service or adverse operational conditions for other Shippers (e.g. excess or deficient tenders of Gas at Receipt Points, excess or deficient usage of Gas at Delivery Points or similarly disruptive imbalances for Gas that is nominated, confirmed, scheduled and transported for Shipper's account(s)). Transporter will attempt to mitigate adverse operating conditions by entering into an OBA at one (1) or more Interconnects with mutually agreeable third-parties that will aggregate the receipt or delivery quantities for two or more Shippers. Such OBAs shall specify the custody transfer procedures to be followed at the Interconnect by Transporter and the OBA party.

Transporter shall have the option, but shall have no obligation, to enter into an OBA with any party that (a) does not have a twenty-four (24) hour per day, seven (7) day a week gas control center; (b) does not have electronic gas measurement providing real-time information about the interconnection activity; (c) requires additional flow control; and/or (d) does not commit to timely and final determination of Imbalance activity.

Transporter shall maintain records of quantities and amounts paid or received pursuant to the OBAs in effect for Transporter's System. Such records shall be available for review by the OBA party and/or by impacted Shippers.

IMBALANCE MANAGEMENT

At no time shall Transporter be required to receive quantities at the Receipt Point(s) for Shipper's account in excess of the quantities Shipper will accept at the Delivery Point(s) on a concurrent basis. At no time shall Transporter be required to deliver quantities at the Delivery Point(s) for Shipper's account in excess of the quantities Shipper causes to be received by Transporter at the Receipt Point(s) ~~/Pool(s)~~ on a concurrent basis, less adjustments for FL&U and Backup Sales Service gas to be provided to Shipper. If Shipper fails to modify Nominations as directed by Transporter to reduce an operational Imbalance, Transporter may, among other remedies, suspend or terminate service.

Transporter offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. A Service Agreement may only specify one (1) of these options. Unless otherwise selected, a Shipper will be subject to the Transporter Balancing Option. The availability of Shipper Daily Balancing shall be subject to Transporter approval and mutual designation in the applicable Service Agreement. Availability may further depend on the terms of the agreement between Shipper and Transporter.

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GAS TRANSPORTATION TERMS AND CONDITIONS

IMBALANCE MANAGEMENT - Cont'd

Monthly Imbalance Resolution and Corrective Action - Cont'd

Shipper may resolve or mitigate an end-of-Month Imbalance within the Month by nominating Imbalance Resolution Gas, subject to confirmation and scheduling. Any such Imbalance Resolution Gas so scheduled shall be deducted from the current Month Imbalance quantities to determine the Monthly Cashout requirements.

Shipper may resolve or mitigate an end-of Month Imbalance, no later than the fifth Business Day of the following Month, by agreeing to Imbalance trades among Shippers in the same Operational Area as agreed to in writing by both trading Shippers and by the Transporter. The trading of Imbalances will be subject to approval by Transporter. Transporter shall not be responsible for any liabilities incurred by Shipper(s) as a result of the Transporter performing the trade in accordance with the written notice of the involved Shippers. Any change of fact, including but not limited to Prior Period Adjustments, which affect the beginning Imbalance quantity before the trade shall not rescind or otherwise modify any trade arrangement that the Shippers have asked the Transporter to perform.

Aggregate Balancing.

Imbalances attributable to Service Agreements held by Shipper and for which Shipper has been authorized through an Agency Agreement (in either of the two (2) Agency forms provided herein) to aggregate Imbalances on behalf of other Receiving Parties shall be automatically combined and netted among all such Service Agreements for each Operational Area for purposes of determining Monthly Imbalances and Monthly Cashout. Aggregate Balancing does not apply to the Shipper Daily Balancing Option. In addition, discounted Service Agreements are not eligible for Aggregate Balancing.

In the event an Agency Agreement is revoked or terminated and 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 for which Shipper's Agent was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities under such Service Agreement during the period in which such Imbalance occurred. In the event any invoiced amounts due by Shipper's Agent for charges, cashouts or penalties incurred as a result of Shipper's Agent responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated among such Service Agreements on the same pro rata basis as provided herein for allocating Imbalance quantities.

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GAS TRANSPORTATION TERMS AND CONDITIONS

IMBALANCE MANAGEMENT - Cont'd

Monthly Imbalances and Monthly Cashout~~Cashout of End-of-Month Cumulative Daily Imbalance Quantities~~

Shipper shall make every effort to manage daily receipts of Shipper's Gas and deliveries to the Receiving Party(s) so that the Imbalance(s) at the end of each Month, including any Imbalance(s) carried forward from the previous Month, are as close to zero as practicable. Determination of such Imbalance(s) will be made after adjusting for Fuel Reimbursement. Unless another means of resolution of the remaining end-of-Month cumulative daily Imbalance quantities has been agreed in writing, all remaining end-of-Month cumulative daily Imbalance quantities shall be subject to the following Monthly Cashout procedures.

Effective March 1, 2020 through March 31, 2020: If at the end of March 2020 the cumulative Imbalance is in excess of twenty percent (20%) (inclusive of any amounts carried over from prior Months), except to the extent such excess was caused by a Measurement Error, then the Imbalance will be cashed out effective on March 31, 2020 to zero percent (0%) when the Shipper is billed by the Company for March 2020. Shippers exceeding the twenty percent (20%) Imbalance threshold are prohibited from decreasing the amount of the Imbalance by trading Imbalances or nominating Imbalance Resolution Gas during April 2020. Shippers having Imbalances of twenty percent (20%) or less at the end of March 2020 shall endeavor to bring such Imbalance to zero percent (0%) of actual usage within April 2020. Any Imbalance remaining from March 2020 shall be carried forward into April 2020. As of April 1, 2020, the provisions "Effective beginning April 1, 2020" apply, including the requirement that the cumulative Imbalance as of April 30, 2020 be five percent (5%) or less to avoid Monthly Cashout to zero percent (0%). If a Monthly Cashout is required pursuant to these provisions, then Shipper shall be subject to the Monthly Cashout provisions below. The Company may enter into separate Imbalance Agreement(s) with Shipper that take into consideration special unique circumstances.

Effective beginning April 1, 2020: If at the end of any Month the cumulative Imbalance is in excess of five percent (5%) (inclusive of any amounts carried over from prior Months), except to the extent such excess was caused by a Measurement Error, then the Imbalance will be cashed out effective on the last day of such Month to zero percent (0%) when the Shipper is billed by the Company for the Month in which such Imbalance occurred. Shippers exceeding the five percent (5%) Imbalance threshold are prohibited from decreasing the amount of the

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GAS TRANSPORTATION TERMS AND CONDITIONS

IMBALANCE MANAGEMENT - Cont'd

Monthly Imbalances and Monthly Cashout - Cont'd

Imbalance by trading Imbalances or nominating Imbalance Resolution Gas during the succeeding Month. Shippers having Imbalances which are five percent (5%) or less at the end of any Month shall endeavor to bring such Imbalance to zero percent (0%) of actual usage within the subsequent billing period. Any Imbalance remaining at the end of a Month that has not been cashed out shall be carried forward into the following Month. If a Monthly Cashout is required pursuant to these provisions, then Shipper shall be subject to the Monthly Cashout provisions below. Company may enter into separate Imbalance Agreement(s) with Shipper that take into consideration special unique circumstances.

Monthly Cashout of Over- and Under- Deliveries of Shipper's Gas Supplies. In the event of Imbalances less than or greater than twenty percent (20%) at the end of March 2020, or less than or greater than five percent (5%) at the end of any Month thereafter, then Company will correct the Imbalance to zero percent (0%) by purchasing from or selling to the Shipper, as applicable, the amount of gas necessary to bring the Imbalance to zero percent (0%). These purchases and sales shall be made at the rates below:

~~Monthly cumulative Imbalances will not be carried forward to the next calendar Month, resulting in reduction of the end of Month Imbalance quantity to zero.~~

~~Transporter will include Monthly Cashout charges on Shipper's bill for the Month in which the end of Month Imbalance occurred. Monthly Cashout charges are determined based on the end of Month Imbalance quantity and a Monthly Cashout Price. The Monthly Cashout Price shall be based on Index Price One plus the CIG TI Transportation Rate or Index Price Two, and shall vary based on the level of and the direction of the Imbalance (owed Transporter, owed Shipper), as set forth below:~~

<u>Monthly Cashout Price</u>	
<u>Under-delivery - SHORT</u>	<u>125% of Index Price One plus CIG TI Transportation Rate</u>
<u>Over-delivery - LONG</u>	<u>75% of Index Price Two</u>

These purchases or sales will be applied as a credit or debit, as applicable, on the Shipper's succeeding monthly statement. Notwithstanding the Monthly Cashout provisions contained in this "Monthly Imbalances and Monthly Cashout" section of the tariff, these sales or purchases shall not be required to be made by the Company if the Imbalance quantities aggregated for each Operational Area under the Service Agreement(s) held by Shipper, or controlled by Shipper through an Agency Agreement, as permitted by this tariff, are five (5) Dth or less. An Imbalance created by a Prior Period Adjustment shall be cashed out immediately pursuant to the section entitled Imbalance due to Prior Period Adjustment.

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~~Under-delivery - SHORT~~
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~~Index Price One~~

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Tolerance Band		Monthly Cashout Price		Sheet No. _____
201-0840	0 — 5%	Flat to Index Price One plus CIG TI Transportation Rate		Cancels Sheet No. _____
	> 5 — 15%	105% of Index Price One plus CIG TI Transportation Rate		
	> 15%	125% of Index Price One plus CIG TI Transportation Rate		
<u>Over-delivery — LONG</u>				
Index Price Two				
Tolerance Band		Monthly Cashout Price		
	0 — 5%	Flat to Index Price Two		
	> 5 — 15%	95% of Index Price Two		
	> 15%	75% of Index Price Two		

As part of the Monthly billing and invoice process, an Imbalance Report will be included in the Shipper portal of Transporter's EBB.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

Effect of Agency Agreement on Termination, Suspension, Revocation

In the event a suspension or termination of service or revocation of agency involves a Service Agreement in which the defaulting Shipper was authorized as Agent for one (1) or more Receiving Party(ies), then Transporter shall notify each Receiving Party(ies) of such suspension, revocation, or termination at least two (2) Business Days before the effective date thereof. If such suspension or termination of service is as a result of Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Shipper, until Transporter receives full and complete payment. Agent, Shipper and Receiving Party shall be jointly and severally liable for all payments due and owing Transporter for all services provided.

Subject to the foregoing, said Receiving Parties shall be entitled to continue receiving Gas Transportation Service under the suspended or ~~t~~erminated Service Agreement under the Transporter Balancing Option and to purchase Imbalance gas supplies provided by Transporter for an interim period of up to three (3) full consecutive calendar months following such suspension, revocation or termination, pending Receiving Party obtaining alternative gas supply arrangements.

During such interim period, Transporter shall not interrupt firm Gas Transportation ~~S~~ervice to the Receiving Party or assess penalties for gas use during an OFO or other system emergency, provided that Transporter has adequate resources to provide such continued service during such periods. Transporter shall invoice said Receiving Parties directly for such interim gas transportation service and associated Imbalance gas supplies. The Imbalance gas supplies sold to Receiving Parties during such interim period shall be at a price equal to Index Price One plus the CIG TI Transportation Rate.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

Balancing Upon Termination of Service Agreement

Unless otherwise agreed in writing, upon termination of the Service Agreement at any time during a Month, Shipper and Transporter shall be responsible for reconciling all applicable outstanding Imbalances and associated charges.

In the event the Service Agreement between Shipper and Transporter is suspended or terminated during the term of the applicable Agency Agreement, any Imbalance incurred by Shipper that remains outstanding and is not resolved by Shipper in accordance with Transporter's Gas tariff shall be allocated on a *pro rata* basis to all Receiving Parties for which Agent was authorized to aggregate Imbalances~~under a Shipper's Service Agreement~~, based upon the total usage quantities of such Receiving Parties during the period in which such Imbalance occurs~~in the Month the termination occurs~~. In the event any invoiced amounts due by Shipper for charges, cashouts, or penalties incurred as a result of Shipper's responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated to the Receiving Parties on the same pro rata basis.

Return to Service

Upon satisfaction of any Imbalance quantities and/or applicable charges due to termination, revocation, or suspension of service, any Receiving Party may transfer to a new Service Agreement or transfer to an existing Service Agreement, in accordance with Transporter's requirements, by submitting a completed Request for Service and Agency Agreement, if applicable. A Receiving Party desiring to return to Transporter's applicable sales service may transfer to such service, if available and allowed under Transporter's Gas tariff, upon the first day of the Month following Transporter's receipt of a written request from customer.

If neither a request for transportation nor sales service has been received by Transporter within four (4) Business Days prior to the end of the third full calendar Month following a suspension, revocation, or termination, service will automatically be converted to applicable sales service effective the first day of the Month following the third full calendar Month of interim service.

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION AGREEMENTS

Form of Request for Gas Transportation Service Cont'd

 Xcel Energy® <u>PUBLIC SERVICE COMPANY</u> FORM OF REQUEST FOR GAS TRANSPORTATION SERVICE			
SVC INFO	Requested Date of Service to Commence: _____ Requested Date of Service to Terminate: _____		
TRANSPORTATION INFO	Firm Transportation Primary Receipt Point(s) (not needed for Interruptible Transportation Requests)		Firm Receipt Point Daily Quantity (Dth)*
	_____		_____
	_____		_____
	_____		_____
	* Firm Receipt Point - Quantity should not include FL&U %, and Total Quantity cannot exceed MDQ.		Total
NOM AGENT	Nominating Agent: _____		
	Mailing Address: _____		
	Contact Name: _____	Phone: _____	Email: _____
	Emergency Contacts During: Business Hours: _____ Phone: _____ After Hours: _____ Phone: _____		
BILLING AGENT	Billing Agent: _____		
	Mailing Address: _____ Contact Name: _____ Phone: _____ Email: _____		
APPROVAL	Submitted By (Signature):* _____ Printed Name: _____ Title: _____ Date: _____ * Must be signed by an authorized representative		
	PSCo Use Only		
	Approved: _____ Date: _____ Name: _____ Title: _____ Transport Rep: _____	Date: _____ Agency Designation Received: _____ Meter Request Completed: _____ Imbalance transfer letter submitted with request (y/n) _____ Credit/Security Required: _____	

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Sheet No.

GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION AGREEMENTS

Form of Request for Amendment/Change Notification to Gas
Transportation Service - Cont'd

 Xcel Energy® PUBLIC SERVICE COMPANY REQUEST FOR AMENDMENT/CHANGE NOTIFICATION TO GAS TRANSPORTATION SERVICE AGREEMENT										
SVC INFO	Anticipated Date of Service to Commence: _____ Anticipated Date of Service to Terminate: _____									
	<table border="1"><thead><tr><th>Firm Transportation Primary Receipt Point(s) (not needed for Interruptible Transportation Requests)</th><th>Firm Receipt Point Daily Quantity (Dth)*</th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td><i>* Firm Receipt Point-Quantity should not include FL&U %, and Total Quantity cannot exceed MDQ.</i></td><td>Total _____</td></tr></tbody></table>	Firm Transportation Primary Receipt Point(s) (not needed for Interruptible Transportation Requests)	Firm Receipt Point Daily Quantity (Dth)*	_____	_____	_____	_____	_____	_____	<i>* Firm Receipt Point-Quantity should not include FL&U %, and Total Quantity cannot exceed MDQ.</i>
Firm Transportation Primary Receipt Point(s) (not needed for Interruptible Transportation Requests)	Firm Receipt Point Daily Quantity (Dth)*									
_____	_____									
_____	_____									
_____	_____									
<i>* Firm Receipt Point-Quantity should not include FL&U %, and Total Quantity cannot exceed MDQ.</i>	Total _____									
NOM AGENT	Nominating Agent: * Mailing Address: _____ Contact Name: _____ Phone: _____ Email: _____ Emergency Contacts During: Business Hours: _____ Phone: _____ After Hours: _____ Phone: _____									
	Billing Agent: Mailing Address: _____ Contact Name: _____ Phone: _____ Email: _____									
APPROVAL	Submitted By (Signature): * _____ Printed Name: _____ Title: _____ Date: _____ <i>* Must be signed by an authorized representative</i>									
	PSCo Use Only Approval Of This Request Will Amend Shipper's Gas Transportation Service Agreement <table border="1"><thead><tr><th>Approved:</th><th>Date</th></tr></thead><tbody><tr><td>Name: _____</td><td>Agency Designation Received: _____</td></tr><tr><td>Title: _____</td><td>Meter Request Completed: _____</td></tr><tr><td>Date: _____</td><td>Imbalance transfer letter submitted with request (y/n): _____</td></tr><tr><td>Transport Rep: _____</td><td>Credit/Security Required: _____</td></tr></tbody></table>	Approved:	Date	Name: _____	Agency Designation Received: _____	Title: _____	Meter Request Completed: _____	Date: _____	Imbalance transfer letter submitted with request (y/n): _____	Transport Rep: _____
Approved:	Date									
Name: _____	Agency Designation Received: _____									
Title: _____	Meter Request Completed: _____									
Date: _____	Imbalance transfer letter submitted with request (y/n): _____									
Transport Rep: _____	Credit/Security Required: _____									

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Document No.

FIRM GAS TRANSPORTATION SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into as of _____, 20__, by and between Public Service Company of Colorado ("Transporter"), a Colorado corporation and _____ ("Shipper"), a _____ corporation. Transporter and Shipper are collectively referred to as the "Parties."

The parties agree that Transporter will receive and transport Shipper's Gas from the Receipt Point(s) ~~and/or Receipt Pools~~ to the Delivery Point(s), as specified in writing between the parties, on a firm capacity basis. In addition, if applicable, Transporter will provide Backup Sales Service in accordance with its Gas tariff.

The specified Receipt Points ~~and/or Receipt Pools~~ and Delivery Points may be amended from time to time by the parties. Such amendments will be specified in writing or on Transporter's EBB, and shall be incorporated by reference into this Service Agreement.

For daily balancing, Shipper selects (select one):

___ Transporter Balancing Option

___ Shipper Daily Balancing Option

Shipper acknowledges and agrees that Firm Gas Transportation Service provided hereunder, as well as any Backup Sales Service, is subject to the rates, charges, terms, and conditions of Transporter's applicable Gas tariff on file and in effect with the Public Utilities Commission of the State of Colorado ("Commission"), and such rates, charges, terms, and conditions are incorporated herein as part of this Service Agreement.

This Agreement, and all its rates, charges, terms and conditions as set out in this Agreement and as set out in the Gas 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.

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Document #
Effective Date of Agreement:
Effective Date of Exhibit:

EXHIBIT
TO THE FIRM GAS TRANSPORTATION SERVICE AGREEMENT
BETWEEN
(Shipper)
AND
PUBLIC SERVICE COMPANY OF COLORADO (Transporter)

1. PRIMARY RECEIPT(S)

Primary Receipt Point or Primary Receipt Pool	Receipt Quantity Dth/Day (excluding FL&U)

2. SECONDARY RECEIPT(S) (if applicable)

Secondary Receipt Point or Secondary Receipt Pool	Receipt Quantity Dth/Day (excluding FL&U)

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3. DELIVERY POINT(S)

Receiving Party & Service Address	Load Point	Receipt <u>Point(s)</u> eel	MDQ (Dth)	Rate Schedule	Rate	Specific Facility Chg.	Term of Rate

Total Firm Gas Transportation Service MDQ: _____ Dth/Day.

4. BACKUP SALES SERVICE OPTION

Total Backup Reservation Quantity as of _____, _____: _____ Dth/Day.

Other Backup Reservation Quantity Designations: _____

5. This Exhibit shall be deemed amended through amendments to this Exhibit or written Requests for Amendment to the Service Agreement that are approved by Transporter. Amendments may also be accepted by posting on Transporter's EBB.

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Effective Date of Agreement:
Effective Date of Exhibit:

EXHIBIT

TO THE INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT
BETWEEN

(Shipper)
AND

PUBLIC SERVICE COMPANY OF COLORADO (Transporter)

1. RECEIPT POINT(S)

Receipt Point	Receipt Quantity Dth/Day (excluding FL&U)

2. DELIVERY POINT(S)

Receiving Party & Service Address	Load Point	MDQ (Dth)	On Peak Demand Qty. (Dth)	Rate	Specific Facility Chg.	Term of Rate

Total Interruptible Gas Transportation Service MDQ: Dth/Day

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AGENCY AGREEMENT
FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICE
(FOR USE WHEN AGENT HAS EXECUTED SERVICE AGREEMENT)

The undersigned, by and on behalf of _____
(Receiving Party), having a mailing address of _____
_____, hereby designates _____
_____ (Shipper), having a mailing address of _____
_____, as its agent, with
full authority to act on its behalf in obtaining and managing Gas
Transportation Service provided by Public Service Company of Colorado
(Transporter), as specified below, for the transportation of Natural Gas
supplies from Transporter's Receipt Point(s) ~~or, if applicable, Receipt~~
~~Pools,~~ to Receiving Party at the following Delivery Point(s):

Receiving Party authorizes Shipper to act on its behalf in managing
gas transportation on Transporter's System, including, but not limited to,
contracting for Gas Transportation Service provided by Transporter,
approving, installing, and maintaining communications lines or any
associated equipment for Gas Transportation Service; arranging for the
delivery of Gas quantities to Transporter's Receipt Point(s) ~~Pools~~ for
Receiving Party including submitting all Nominations therefore, managing
Gas transportation Imbalances incurred on behalf of Receiving Party,
receiving invoices from Transporter, and paying all applicable charges for
Gas Transportation Service provided by Transporter to Receiving Party at
the above Delivery Point(s), including, but not limited to, any charges for
Imbalance cashouts or any natural gas sold by Transporter consistent with
Transporter's Gas tariff. Receiving Party represents and warrants that it
has not entered into a Gas Transportation Service Agreement (Service
Agreement) with Transporter for deliveries to the above Delivery Point(s),
but instead is hereby designating Shipper to enter into such agreement with
Transporter for that purpose on its behalf.

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Shipper and Receiving Party acknowledge that all service provided by Transporter is for the benefit of Receiving Party. Receiving Party and Shipper are subject to the Transporter's Gas tariff, and other tariff obligations or agreements with Transporter. In the event that Shipper or Receiving Party fails to make timely payment for service provided by Transporter, or otherwise is in default under the provisions of Transporter's Gas tariff, this Agency Agreement may be revoked by Transporter and all service provided shall be subject to suspension or termination in accordance with Transporter's Gas tariff. If such suspension or termination of service is as a result of Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Shipper, until Transporter receives full and complete payment. Shipper and Receiving Party shall be jointly and severally liable for all of Receiving Party's payments due and owing Transporter for all services provided.

Shipper shall nominate to Transporter, on Receiving Party's behalf for each of the Delivery Point(s) specified above, and otherwise schedule Gas to meet Receiving Party's daily volume requirements and to resolve any and all Gas transportation Imbalances in accordance with the Transporter's Gas tariff on file and in effect from time to time with the Commission. Shipper authorizes personnel from its organization to make binding nominations for this purpose.

If Receiving Party provides Transporter with a subsequent Agency Agreement covering the same Delivery Point(s), this Agreement will be deemed terminated and will no longer be honored by Transporter.

All obligations of Shipper and Receiving Party to Transporter with respect to Gas Transportation Service provided by Transporter shall survive termination of this Agency Agreement.

This Agency Agreement shall become effective as of _____, and shall continue until terminated in accordance with the Transporter's Gas tariff.

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AGENCY AGREEMENT
FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICE
(FOR USE WHEN RECEIVING PARTY HAS EXECUTED SERVICE AGREEMENT)

The undersigned, by and on behalf of

(Shipper), having a mailing
address of _____, hereby
designates _____ (Agent), having a mailing
address of _____, as
its agent, with full authority to act on its behalf in performing certain
of Shipper's responsibilities, as specified below, under the Gas
Transportation Service Agreement dated _____, by and between Public
Service Company of Colorado (Transporter) and Shipper, Document No.
_____ (Service Agreement), providing for the transportation of gas
supplies by Transporter from Transporter's Receipt Points to the Delivery
Point(s) specified in the Service Agreement. Shipper represents and
warrants to Agent and Transporter that, during the term of this Agency
Agreement, Shipper is and shall remain the only end-use customer eligible
to receive physical deliveries of gas from Transporter under the Service
Agreement.

As of the effective date set forth below, Agent shall be authorized,
in the following manner, to act on Shipper's behalf in managing Gas
Transportation Service provided by Transporter under the Service Agreement:

Access to Load Data. Shipper acknowledges and agrees that, in order
for Agent to carry out its responsibilities hereunder, Agent shall have
access to daily transportation quantities for all Receipt Point(s) ~~/Pool(s)~~
and Delivery Point(s) specified in the Service Agreement (or amendments
thereto). In addition, Agent shall be authorized to obtain from
Transporter information pertaining to Shipper's historical natural gas
utilization at the Delivery Point(s) specified in the Service Agreement.

Nomination and Scheduling. Agent shall be authorized to nominate to
Transporter, on Shipper's behalf for each of the Delivery Point(s) specified
in the Service Agreement, and otherwise schedule Gas to meet Shipper's
daily volume requirements and to resolve any and all gas transportation
imbalances under the Service Agreement in accordance with the Transporter's
Gas tariff on file and in effect from time to time with the Commission.
Agent authorizes personnel from its organization to make binding
nominations for this purpose.

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Upon termination of this Agency Agreement, the Shipper shall make arrangements to resume nominations to ensure appropriate quantities are nominated and scheduled under the Service Agreement.

Balancing Option. Agent shall effectuate and carry out the balancing selection (Transporter Balancing Option or Shipper Daily Balancing Option) identified in the Service Agreement.

☐ Aggregate Balancing. In addition to the responsibilities of nomination and scheduling and balancing set forth above, and for purposes of determining Monthly Imbalances and Monthly Cashout only [Aggregate Balancing does not apply to the Shipper Daily Balancing Option], Shipper hereby authorizes Agent to resolve gas transportation Monthly Imbalances incurred under the Service Agreement on Shipper's behalf using Aggregate Balancing as allowed by Transporter's Gas Tariff. As further provided in Transporter's Gas Tariff, this will be done by combining and netting Monthly Imbalances on an Operational Area basis among other gas transportation service agreements with Transporter where Agent has been designated for purposes of managing gas transportation Monthly Imbalances. Shipper acknowledges and agrees that Transporter's reporting of gas transportation Monthly Imbalances for the Service Agreement will not reflect Shipper's share of the gas transportation Imbalances attributable to Shipper's Agent on an aggregate basis.

Authorized by
Shipper: _____

Accepted by
Shipper's Agent: _____

☐ Billing and Payment. Shipper hereby authorizes Agent to receive and pay, and Agent hereby agrees to pay, Transporter's regular invoices setting forth all applicable charges for Gas Transportation Service provided pursuant to the Service Agreement and Transporter's Gas tariff.

Authorized by
Shipper: _____

Accepted by
Shipper's Agent: - _____

Agent shall continue to act for Shipper in performing the above-indicated responsibilities for so long as this Agency Agreement remains in effect.

~~Agent and Shipper are subject to the Transporter's Gas tariff, and other tariff obligations or agreements with Transporter. In the event that Agent, as authorized for Billing and Payment, and Shipper fail to make timely payment for service provided by Transporter, or otherwise is in default under the provisions of Transporter's tariff, this Agency Agreement may be revoked by Transporter and the Shipper Service Agreement shall be subject to suspension or termination in accordance with Transporter's tariff. Shipper and Agent shall be jointly and severally liable for all payments due and owing Transporter for all services provided.~~

~~If Shipper provides Transporter with a subsequent Agency Agreement covering the same Delivery Point(s), this Agreement will be deemed terminated and will no longer be honored by Transporter.~~

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~~All obligations of Agent and Shipper to Transporter with respect to Transportation Service provided by Transporter shall survive termination of this Agency Agreement.~~

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~~PUBLIC SERVICE COMPANY OF COLORADO shall become effective as of _____, and shall continue until terminated in accordance with the Transporter's Gas tariff.~~

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Agent and Shipper are subject to the Transporter's Gas tariff, and other tariff obligations or agreements with Transporter. In the event that Agent, as authorized for Billing and Payment, and Shipper fail to make timely payment for service provided by Transporter, or otherwise is in default under the provisions of Transporter's tariff, this Agency Agreement may be revoked by Transporter and the Shipper Service Agreement shall be subject to suspension or termination in accordance with Transporter's tariff. Shipper and Agent shall be jointly and severally liable for all payments due and owing Transporter for all services provided.

If Shipper provides Transporter with a subsequent Agency Agreement covering the same Delivery Point(s), this Agreement will be deemed terminated and will no longer be honored by Transporter.

All obligations of Agent and Shipper to Transporter with respect to Gas Transportation Service provided by Transporter shall survive termination of this Agency Agreement.

This Agency Agreement shall become effective as of _____, and shall continue until terminated in accordance with the Transporter's Gas tariff.

Each individual signing this Agency Agreement on behalf of the Shipper represents and warrants that he or she possesses the requisite authority to bind Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

This Agency Agreement is made and entered into this _____ day of _____, 20____.

SIGNED:

(Shipper)

(Agent)

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

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Key to Symbols of Revised Tariff Sheets

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

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

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

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

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GAS RATES	RATE
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 Minimum Charge, one hour 108.00 When such service work is performed on Sundays and holidays, per man hour 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 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. 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)	

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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 bank and primarily used to pay for business expenditures that typically comprise purchasing, commercial fleet, and employee business travel and entertainment. The card often includes a 'Corporate' or 'Business' designation directly on the card. There is a bank identifier number (BIN) on credit cards that differentiates commercial credit card vs a non-commercial credit card. The BIN is the first 6-8 digits of the card which identifies the issuing bank and the card product. Non-commercial credit or debit card - a general purpose card used for expenditures related to consumer purchases. To produce a Non-Standard Batched Customer Data Report as set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff: Non-Standard Batched Customer Data Report Charge, per report: \$ 291.00 To produce a Non-Standard Aggregated Data Report as set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Gas Services of the Company's Gas Tariff: Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00	

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NATURAL GAS RATES		RATE
RESIDENTIAL GAS SERVICE		
SCHEDULE RG		
<u>APPLICABILITY</u> Applicable to Residential service. Not applicable to resale service.		
<u>MONTHLY RATE</u> Service and Facility Charge, per customer \$12.15 I Usage Charge, all gas used per Therm \$ 0.13268 I		
<u>MONTHLY MINIMUM</u> \$12.15 I		
<u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.		
<u>GAS COST ADJUSTMENT</u> This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.		
<u>PAYMENT AND LATE PAYMENT CHARGE</u> 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)		

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NATURAL GAS RATES		RATE
RESIDENTIAL GAS OUTDOOR LIGHTING SERVICE		
SCHEDULE RGL		
<u>APPLICABILITY</u>		
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.		
<u>MONTHLY RATE</u>		
Charge for one or two mantle fixture, per fixture.....	\$ 15.50	I
Charge for each additional mantle over two mantles, per mantle per fixture.....	7.75	I
<u>MONTHLY MINIMUM</u>		
Minimum charge shall be the billing under this schedule.		
<u>GAS RATE ADJUSTMENT</u>		
This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.		
<u>GAS COST ADJUSTMENT</u>		
This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.		
<u>PAYMENT AND LATE PAYMENT CHARGE</u>		
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)		

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NATURAL GAS RATES		RATE
COMMERCIAL - SMALL GAS SERVICE		
SCHEDULE CSG		
<u>APPLICABILITY</u> Applicable to Commercial customers whose annual gas consumption is less than 50,000 therms. Not applicable to resale service.		
<u>MONTHLY RATE</u> Service and Facility Charge, per customer Usage Charge, all gas used per Therm		\$ 43.58 0.11585
<u>MONTHLY MINIMUM</u>		\$ 43.58
<u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.		
<u>GAS COST ADJUSTMENT</u> This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.		
<u>PAYMENT AND LATE PAYMENT CHARGE</u> Bills for gas service are due and payable within fourteen (14) business days from date of bill. Any amounts in excess of fifty dollars (\$50.00) not paid on or before three business days after the due date of the bill shall be subject to a late payment charge of 1.5% per month. A business day for purposes under this Payment and Late Payment Charge section is all 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.		
<u>SERVICE PERIOD</u> All service under this schedule shall be for a minimum period of twelve consecutive months and shall continue thereafter unless terminated by customer on not less than three (3) days' notice to Company. If customer's annual usage quantities are 50,000 therms or more in any consecutive twelve-month period ending March 31, the customer is no longer eligible for service under this Schedule and the Company shall bill customer under Schedule CLG, beginning with the first full monthly billing period after May 1 of the same year.		
(Continued on Sheet No. 16A)		

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NATURAL GAS RATES		RATE
COMMERCIAL - LARGE GAS SERVICE		
SCHEDULE CLG		
<u>APPLICABILITY</u> Applicable to Commercial service for customers with 5,000 or more Dekatherms (Dth) of annual usage. Not applicable to resale service.		
<u>MONTHLY RATE</u>		
Service and Facility Charge, per customer	\$101.12	I
Capacity Charge, per Maximum Daily Quantity in Dth	8.73	IC
Usage Charge, all gas used per Dth	0.2302	I
<u>MONTHLY MINIMUM</u> The Service and Facility Charge plus the Capacity Charge.		
<u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.		
<u>GAS COST ADJUSTMENT</u> This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.		
<u>PAYMENT AND LATE PAYMENT CHARGE</u> Bills for gas service are due and payable within fourteen (14) business days from date of bill. Any amounts in excess of fifty dollars (\$50.00) not paid on or before three business days after the due date of the bill shall be subject to a late payment charge of 1.5% per month. A business day for purposes under this Payment and Late Payment Charge section is all 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.		
<u>SERVICE PERIOD</u> All service under this schedule shall be for a minimum period of twelve consecutive months and shall continue thereafter unless terminated by customer on not less than three (3) days' notice to Company. If the customer has received service for the minimum service period under this schedule and customer requests service under another rate schedule, including Schedule TFL, customer shall provide Company at least thirty (30) days written notice.		
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NATURAL GAS RATES	RATE
COMMERCIAL - LARGE GAS SERVICE	
SCHEDULE CLG	
<u>SERVICE PERIOD</u> - 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.	
<u>MAXIMUM DAILY QUANTITY</u> The MDQ shall be established by meter measurement at a level that is no less than the customer's maximum daily usage at each Point of Delivery. Where actual peak daily meter data is not available, Company shall use the customer's annual consumption and an average load factor to estimate the MDQ. The Company shall increase Customer's MDQ effective May 1 of each year based on the highest usage for any day occurring during the previous three years (May 1 through April 30). MDQ 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 MDQ established under the applicable transportation rate schedule. In the event that customer reduces its usage in any year and customer desires to reduce its MDQ, the customer may request in writing that Company consider a reduction in the customer's MDQ and grant a reset of the established MDQ. Upon receipt of such request, Company may grant a reset of the previously established MDQ 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 that customer has physically and permanently removed gas consuming appliances or equipment as physically verified by Company that results in a reduction in MDQ. In which case, Company shall determine the appropriate MDQ. 2. Company determines in its sole discretion that 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 MDQ, in which case Company shall determine the appropriate MDQ.	T T T T T T TT T T T T T
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NATURAL GAS RATES	RATE
COMMERCIAL - LARGE GAS SERVICE	
SCHEDULE CLG	
<u>MAXIMUM DAILY QUANTITY - Cont'd</u> 3. Company determines in its sole discretion that the customer used substantial amounts of gas due to an unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such event and that such devices are not required for any permanent service requirement and further that Receiving Party will continue to use gas quantities up to the MDQ.	T
<u>COMMUNICATION LINE INSTALLATION AND MAINTENANCE</u> Except as otherwise provided below, customer shall be responsible for installation and maintenance costs associated with 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. Company shall be responsible for installation and maintenance costs associated with advanced communication equipment required for operational and billing purposes. Customer will maintain the communication equipment in good working order and cause any interruption in service over the communication line to be repaired as soon as possible. If the Company is required to make site trip(s) in addition to the initial trip made by Company to confirm the communication line outage and the final trip to synchronize the meter with the communication line, Company shall charge the customer for Trip Charges and other related charges that may be applicable as provided under the Schedule of Charges for Rendering Service in Company's tariff.	T
<u>RULES AND REGULATIONS</u> Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules and Regulations on file with The Public Utilities Commission of the State of Colorado and the following special conditions: 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine. 2. For service to gas engine driven irrigation pumps the Point of Delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of natural gas. All piping beyond Point of Delivery shall be installed, owned and maintained by customer.	

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NATURAL GAS RATES	RATE
COMMERCIAL GAS OUTDOOR LIGHTING SERVICE	
SCHEDULE CGL	
<u>APPLICABILITY</u> 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.	
<u>MONTHLY RATE</u> Charge for one or two mantle fixture, per fixture..... Charge for each additional mantle over two mantles, per mantle per fixture.....	\$15.50 I 7.75 I
<u>MONTHLY MINIMUM</u> Minimum charge shall be the billing under this schedule.	
<u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.	
<u>GAS COST ADJUSTMENT</u> This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.	
<u>PAYMENT AND LATE PAYMENT CHARGE</u> 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.	
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NATURAL GAS RATES		RATE
INTERRUPTIBLE INDUSTRIAL GAS SERVICE		
SCHEDULE IG		
<u>APPLICABILITY</u> 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.		
<u>MONTHLY RATE</u> 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.		\$41.00 8.73 0.3476
<u>MONTHLY MINIMUM</u> The Monthly Minimum will be the Service and Facility Charge plus the On-Peak Demand Charge.		
<u>UNAUTHORIZED OVERRUN GAS</u> 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.		
<u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.		
<u>GAS COST ADJUSTMENT</u> This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 50.		
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SCHEDULE TFS	
<u>APPLICABILITY</u> Applicable to Shippers having acquired by separate agreement supplies of Natural Gas (Shipper's Gas), as well as an agreement with Company for Firm Gas Transportation Service, where Company (also referred to as Transporter for purposes of transportation service) has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm Shippers. Service under this Schedule is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) to the Delivery Point(s) through Company's System for only those Delivery Points where the Receiving Party's annual usage is less than 5,000 Dekatherms (Dth). Firm capacity and firm Backup Sales Service option quantities reserved under this Schedule shall be designated for Receiving Party(s) at specific Delivery Point(s). Service supplied under this Schedule is subject to and provided in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions. Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this Schedule TFS shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.	
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NATURAL GAS RATES		RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL		
SCHEDULE TFS		
<u>FIRM GAS TRANSPORTATION SERVICE CHARGES</u>		
Monthly Service and Facility Charge per service meter:		\$58.58 I
Usage Charge: Applicable to all of Shipper's Gas transported by Company:		
Standard Rate, per Dth		1.1585 R
*Minimum Rate, per Dth.....		0.010
*The minimum Usage Charge shall be \$.01, but in no instance will it be less than the variable costs of providing service.		
Unauthorized Overrun Penalty, per Dth:		
Maximum Rate, per Dth: \$25.00 unless CIG calls a Critical Condition, in which case the maximum rate is the greater of \$25.00 or the CIG Rate Schedule TF-1 Daily Unauthorized Overrun Rate per the CIG FERC Gas Tariff.		
Minimum Rate, per Dth		1.1585 R
<u>BACKUP SALES SERVICE OPTION CHARGES:</u>		
Backup Sales Service Reservation Charge, per Dth up to Backup Reservation Quantity.....		\$0
Backup Sales Supply Charge, per Dth.....		1.1585 R
<u>INTERRUPTIBLE TFS SALES CHARGE:</u>		
In the event of communication line interruption, and in accordance with the Transportation Terms and Conditions, the Company will treat all Gas delivered subsequent to the thirty (30) day correction period specified in Company's written notification as sales Gas and subject to potential interruption. All sales Gas volumes delivered will be subject to the Standard TFS Usage Charge and treated as being in excess of the Backup Reservation Quantity for purposes of calculating the applicable GCA TFS Commodity charge.		
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FIRM GAS TRANSPORTATION SERVICE - SMALL	
SCHEDULE TFS	
<u>MONTHLY MINIMUM CHARGES</u> The Monthly Minimum shall be the sum of a) the Service and Facility Charges, b) the Backup Sales Service Reservation Charge (if the Backup Sales Service Option is selected), and c) any applicable monthly charges for new or additional facilities necessary to provide Gas Transportation Service to the Shipper. In the event that Company is required to make any payments including, but not limited to, franchise fees, sales taxes, occupancy taxes, or other miscellaneous facility charges as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billing from Company to Shipper.	
<u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.	
<u>GAS COST ADJUSTMENT (GCA)</u> This rate schedule is subject to the GCA commencing on Sheet No. 50, as follows: All Shipper's Gas volumes transported by the Company are subject to the GCA TFS Transportation charge on Sheet No. 50H, unless the Shipper receives the Shipper Daily Balancing Option as described in the Gas Transportation Terms and Conditions; Customers selecting the Backup Sales Service Option are also subject to the GCA TFS Supply charge for the Backup Reservation Quantity elected by the Shipper. All Natural Gas volumes supplied by the Company through the Backup Sales Service Option is subject to the GCA TFS Commodity Charge, which is calculated as set forth on Sheet No. 50H. All such Natural Gas volumes are also subject to the GCA TFS Transportation charge on Sheet No. 50H. All Natural Gas volumes subject to the Interruptible TFS Sales Charge are also subject to the GCA TFS Commodity Charge calculated as being in excess of the Backup Reservation Quantity, as set forth on Sheet No. 50H. All such Natural Gas volumes are also subject to the GCA TFS Transportation charge on Sheet No. 50H.	
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SCHEDULE TFS	
<u>FUEL, LOST AND UNACCOUNTED-FOR GAS (FL&U) PERCENTAGE</u> Shippers receiving Firm Transportation Service shall include additional gas for lost and unaccounted for volumes to the quantity of gas delivered to Company. Unless otherwise specified, the FL&U Percentage for Firm Gas Transportation Service is 0.86 percent. Annually, on or before September 1, the Company will file an advice letter to update the FL&U Percentage for the twelve (12) months ending June 30, to be effective January 1 of the following year.	
<u>FIRM TRANSPORTATION SERVICE</u> Firm Transportation Service is required for those Shippers desiring to receive and/or utilize firm capacity on the Company's System. Shippers desiring Firm Transportation Service for or on behalf of Receiving Party(ies) are required to submit to Company a request for Transportation Service for each Delivery Point, which contains the Maximum Daily Quantity for which Shipper desires Company to provide firm capacity from its System. Firm capacity is made available to Shipper for and on behalf of Receiving Party only. Additional terms of Firm Transportation Service shall be as set forth in the applicable Service Agreement, as well as this Gas tariff, including the Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.	
<u>BACKUP SALES SERVICE OPTION</u> An option that, if selected by Shipper, allows a Shipper taking firm transportation service to pay a reservation charge giving Shipper rights to purchase sales Gas up to Shipper's Backup Reservation Quantity. Under this service option, Shipper shall be billed the monthly Backup Sales Service Reservation Charge and applicable GCA charge, per Dth, for the Backup Reservation Quantity, in accordance with this Schedule TFS. For all sales Gas that Company supplies to Shipper, Shipper shall be billed the Backup Sales Supply Charge and applicable GCA charge(s), in accordance with this Schedule TFS. Additional terms and conditions governing the Backup Sales Service Option are set forth in the Gas Transportation Terms and Conditions.	
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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL	
SCHEDULE TFS	
<u>UNAUTHORIZED OVERRUN PENALTY</u> For firm transportation customers, in the event of an Operational Flow Order (OFO), Shipper shall be subject to the Unauthorized Overrun Penalty if deliveries exceed the OFO Tolerance Level specified in the OFO notice. This Unauthorized Overrun Penalty shall be in addition to all other applicable charges. The Company shall charge all Shippers similar penalties in all Unauthorized Overrun Penalty cases, provided that the circumstances surrounding the overrun are similar. Additional terms and conditions governing OFOs and the Unauthorized Overrun Penalty are set forth in the Gas Transportation Terms and Conditions.	
<u>IMBALANCE MANAGEMENT</u> As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. Unless otherwise selected and approved by the Company, a Shipper will be subject to the Transporter Balancing Option. In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TFS Transportation Charge, as set forth under the Gas Cost Adjustment section above. All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges. Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions.	
<u>MONTHLY IMBALANCE RESOLUTION</u> Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout charges shall be determined consistent with the Gas Transportation Terms and Conditions.	
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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL	
SCHEDULE TFS	
<u>CONVERSION OF SERVICE</u> Annually, Company will evaluate Receiving Party's total delivered quantities of gas at each Delivery Point for the previous twelve (12) months ending March 31. If the annual quantity of gas at any Delivery Point is equal to or greater than 5,000 Dekatherms, service hereunder shall be terminated and shall be converted to service under Schedule TFL, unless Shipper provides notice it intends to convert to sales service under Schedule CLG. Such conversion shall be effective May 1 following such determination by Company. If service is converted to Schedule TFL, the Shipper or Receiving Party, as applicable, shall remain on Schedule TFL for at least one Contract Year. If service is converted to Schedule CLG, Customer shall remain on Schedule CLG for the minimum Service Period provided therein. In the event Receiving Party has received service hereunder for the minimum Service Agreement term and desires to receive service under Schedule CLG or Schedule CSG, Receiving Party or Receiving Party's Agent shall provide Company with no less than fifteen (15) days' prior written notice, with the change to be effective on the first of a Month. Receiving Party's Agent, if any, is required to notify the Receiving Party of the change and provide Company with responsible party information. Company shall evaluate whether it has sufficient Natural Gas and related resources to provide service under the applicable rate schedule. Company may agree to a notice period of less than fifteen (15) days if it determines that sufficient time to effectuate the necessary changes has been provided. The Receiving Party will not be eligible to return to transportation service hereunder until one (1) year after its conversion to Company's firm sales service. Upon the expiration of such one year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Gas Transportation Terms and Conditions.	
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NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL	
SCHEDULE TFS	
<u>DISTRIBUTION EXTENSION REQUIREMENT</u> In the event that the Customer elects service hereunder as initial service that requires a distribution extension and the Construction Allowance applicable under Schedule TFS exceeds the Construction Allowance that would otherwise be applicable under Schedule TFL, the minimum Service Agreement term shall be three (3) years, or other term as mutually agreed upon by the parties. Such three-year minimum service period shall not apply to a customer under this schedule requesting service under Schedule CSG. The required term of the Service Agreement shall begin on the date the meter is set. Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall first have entered into a Firm Gas Transportation Service Agreement with the Company for a minimum term of five (5) years, or other term as mutually agreed upon by the parties.	
<u>SPECIAL CONDITIONS</u> Service supplied under this schedule is subject to the following special conditions: 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine. 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.	
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NATURAL GAS RATES	RATE
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SCHEDULE TFL	
<u>APPLICABILITY</u> Applicable to Shippers having acquired by separate agreement supplies of Natural Gas (Shipper's Gas), as well as an agreement with Company for Firm Gas Transportation Service, where Company (also referred to as Transporter for purposes of transportation service) has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm transport Shippers. Service under this Schedule is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) to the Delivery Point(s) through Company's System for only those Delivery Points where the Receiving Party's annual usage is 5,000 Dekatherms (Dth) or more. Firm capacity and Backup Sales Service Option quantities reserved under this Schedule shall be designated for Receiving Party(s) at specific Delivery Point(s). Service supplied under this Schedule is subject to and provided in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions. Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this TFL Rate Schedule shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.	
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NATURAL GAS RATES		RATE
FIRM GAS TRANSPORTATION SERVICE - LARGE		
SCHEDULE TFL		
<u>FIRM GAS TRANSPORTATION SERVICE CHARGES</u>		
Monthly Service and Facility Charge per service meter:...	\$ 116.12	
Firm Capacity Reservation Charge, per Dth - MDQ:		
Standard Rate, per Dth - MDQ.....	8.73	
Minimum Rate, per Dth - MDQ.....	0.60	
Usage Charge: Applicable to all of Shipper's Gas transported by Company:		
Standard Rate, per Dth	0.2302	
*Minimum Rate, per Dth.....	0.010	
*The minimum Usage Charge shall be \$.01, but in no instance will it be less than the variable costs of providing service.		
Authorized Overrun Charge, per Dth:.....	0.3539	
Unauthorized Overrun Penalty, per Dth:		
Maximum Rate, per Dth: \$25.00 unless CIG calls a Critical Condition, in which case the maximum rate is the greater of \$25.00 or the CIG Rate Schedule TF-1 Daily Unauthorized Overrun Rate per the CIG FERC Gas Tariff.		
Minimum Rate, per Dth	0.2302	
<u>BACKUP SALES SERVICE OPTION CHARGES:</u>		
Backup Sales Service Reservation Charge, per Dth up to Backup Reservation Quantity.....	\$0	
Backup Sales Supply Charge, per Dth.....	0.2302	
<u>INTERRUPTIBLE TFL SALES CHARGE</u>		
In the event of communication line interruption, and in accordance with the Transportation Terms and Conditions, the Company will treat all Gas delivered subsequent to the thirty (30) day correction period specified in Company's written notification as sales Gas and subject to potential interruption. All sales Gas volumes delivered will be subject to the Standard TFL Usage Charge and treated as being in excess of the Backup Reservation Quantity for purposes of calculating the applicable GCA TFL Commodity charge.		
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FIRM GAS TRANSPORTATION SERVICE - LARGE	
SCHEDULE TFL	
<u>MONTHLY MINIMUM CHARGES</u> The Monthly Minimum shall be the sum of a) the Service and Facility Charges, b) the transportation Firm Capacity Reservation Charge, c) the Backup Sales Service Reservation Charge (if the Backup Sales Service Option is selected), and d) any applicable monthly charges for new or additional facilities necessary to provide Gas Transportation Service to the Shipper. In the event that Company is required to make any payments including, but not limited to, franchise fees, sales taxes, occupancy taxes, or other miscellaneous facility charges as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billing from Company to Shipper.	
<u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40.	
<u>GAS COST ADJUSTMENT (GCA)</u> This rate schedule is subject to the GCA commencing on Sheet No. 50, as follows: All Shipper's Gas volumes transported by the Company are subject to the GCA TFL Transportation Charge on Sheet No. 50H, unless the Shipper receives the Shipper Daily Balancing Option as described in the Gas Transportation Terms and Conditions; Customers selecting the Backup Sales Service Option are also subject to the GCA TFL Supply Charge for the Backup Reservation Quantity elected by the Shipper. All Natural Gas volumes supplied by the Company through the Backup Sales Service Option is subject to the GCA TFL Commodity Charge, which is calculated as set forth on Sheet No. 50H. All such Natural Gas volumes are also subject to the GCA TFL Transportation charge on Sheet No. 50H. All Natural Gas volumes subject to the Interruptible TFL Sales Charge are also subject to the GCA TFL Commodity Charge calculated as being in excess of the Backup Reservation Quantity, as set forth on Sheet No. 50H. All such Natural Gas volumes are also subject to the GCA TFL Transportation Charge on Sheet No. 50H.	
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<u>FUEL, LOST AND UNACCOUNTED-FOR GAS (FL&U) PERCENTAGE</u> Shippers receiving Firm Transportation Service shall include additional gas for lost and unaccounted for volumes to the quantity of gas delivered to Company. Unless otherwise specified, the FL&U Percentage for Firm Gas Transportation Service is 0.86 percent. Annually, on or before September 1, the Company will file an advice letter to update the FL&U Percentage for the twelve (12) Months ending June 30, to be effective January 1 of the following year.	
<u>FIRM TRANSPORTATION SERVICE</u> Firm Transportation Service is required for those Shippers desiring to receive and/or utilize firm capacity on the Company's System. Shippers desiring Firm Transportation Service for or on behalf of Receiving Party(ies) are required to submit to Company a request for Transportation Service for each Delivery Point, which contains the Maximum Daily Quantity for which Shipper desires Company to provide firm capacity from its System. Firm capacity is made available to Shipper for and on behalf of Receiving Party only. Additional terms of Firm Transportation Service shall be as set forth in the applicable Service Agreement, as well as this Gas tariff, including the Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.	
<u>MAXIMUM DAILY QUANTITY</u> The Shipper's MDQ shall be established at a level intended to represent no less than the Shipper's actual daily usage at each delivery point. Where actual peak daily meter data is not available, the Company shall use the annual consumption to estimate the MDQ. Except for LDC Customers, Shipper shall be responsible to ensure the MDQ is sufficient to meet the maximum quantity a Receiving Party will use at its individual Delivery Point(s).	
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SCHEDULE TFL	
<u>MAXIMUM DAILY QUANTITY CONT'D</u> The Company shall evaluate Shipper's MDQ at the end of any Month in which the customer exceeded its established MDQ during that prior Month. If Shipper's MDQ at any Delivery Point is overrun in a given Month and a Backup Reservation Quantity was not previously specified in Shipper's Service Agreement, the Company reserves the right to charge the Authorized Overrun Charge or increase such MDQ for that Month. The Company will then have the option to increase the Shipper's MDQ going forward, as communicated to the Shipper. If Shipper's Service Agreement specifies the Backup Sales Service Option and a Backup Reservation Quantity, the Backup Sales Service Option provisions shall govern Shipper's capacity usage above its specified MDQ.	C
<u>BACKUP SALES SERVICE OPTION</u> An option that, if selected by Shipper, allows a Shipper taking firm transportation service to pay a reservation charge giving Shipper rights to purchase sales Gas up to Shipper's Backup Reservation Quantity. Under this service option, Shipper shall be billed the monthly Backup Sales Service Reservation Charge and applicable GCA charge, per Dth, for the Backup Reservation Quantity, in accordance with this Schedule TFL. For all sales Gas that Company supplies to Shipper, Shipper shall be billed the Backup Sales Supply Charge and applicable GCA charge(s), in accordance with this Schedule TFL. Additional terms and conditions governing the Backup Sales Service Option are set forth in the Gas Transportation Terms and Conditions.	
<u>UNAUTHORIZED OVERRUN PENALTY</u> For firm transportation customers, in the event of an Operational Flow Order (OFO), Shipper shall be subject to the Unauthorized Overrun Penalty if deliveries exceed the OFO Tolerance Level specified in the OFO notice. This Unauthorized Overrun Penalty shall be in addition to all other applicable charges. Company shall charge all Shippers similar penalties in all Unauthorized Overrun Penalty cases, provided that the circumstances surrounding the overrun are similar. Additional terms and conditions governing OFOs and the Unauthorized Overrun Penalty are set forth in the Gas Transportation Terms and Conditions.	
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SCHEDULE TFL	
<u>IMBALANCE MANAGEMENT</u> As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. Unless otherwise selected and approved by the Company, a Shipper will be subject to the Transporter Balancing Option. In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TFL Transportation Charge, as set forth under the Gas Cost Adjustment section above. All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges. Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions.	
<u>MONTHLY IMBALANCE RESOLUTION</u> Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout charges shall be determined consistent with the Gas Transportation Terms and Conditions.	
<u>DISTRIBUTION EXTENSION REQUIREMENT</u> Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall enter into a Firm Gas Transportation Service Agreement that has a term of at least five (5) years, or other term as mutually agreed upon by the parties.	
<u>CONVERSION OF SERVICE</u> If Receiving Party has received service for the minimum service period and annual usage quantities are less than 5,000 Dth for thirty-six (36) consecutive Months, Shipper may submit a Request for Service under Schedule TFS or CSG. After the Company determines that the customer is eligible, such service will be billed beginning with the first full Monthly billing period. Upon beginning service on Schedule TFS or CSG, customer shall remain on such schedule for the minimum service period.	
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FIRM GAS TRANSPORTATION SERVICE - LARGE	
SCHEDULE TFL	
<u>CONVERSION OF SERVICE CONT'D</u> Shipper may request and Company may either grant a reset of the previously-established MDQ, or authorize eligibility under Schedule TFS, with fewer than thirty-six (36) Months consecutive service when the Company determines in its sole discretion that: 1. Shipper has physically and permanently removed gas consuming appliances or equipment as physically verified by Company that results in a reduction in MDQ, in which case, Company shall determine the appropriate MDQ. 2. Shipper used substantial amounts of Gas due to an unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such event and that such devices are not required for any permanent service requirement and further that Shipper will continue to use gas quantities up to the MDQ. <u>TERMINATION</u> Service shall be terminated in accordance with the Gas Transportation Terms and Conditions or Shipper's Service Agreement with the Company. In the event that (i) Receiving Party or Receiving Party's Agent gives fifteen (15) days' prior written notice of its intention to cancel Firm Gas Transportation Service for any or all Delivery Points prior to the end of the term of the Service Agreement or any subsequent Contract Year as provided for in said Service Agreement or amendments thereto, or (ii) Firm Gas Transportation Service is suspended, terminated, or revoked prior to the end of the Service Agreement as set forth in the Gas Transportation Terms and Conditions, then Shipper shall be obligated to pay the Company a termination charge equal to the Firm Capacity Reservation Charge and the Backup Sales Service Reservation Charge, if applicable, multiplied by the MDQ and Backup Reservation Quantity respectively, as described in the Service Agreement, for every Month remaining in the term of the Service Agreement. The Company may agree to a notice period of less than fifteen (15) days if it determines that sufficient time to effectuate the necessary changes has been provided. Receiving Party's Agent, if any, is required to notify the Receiving Party of the service change and provide Company with responsible party information. If the Receiving	
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FIRM GAS TRANSPORTATION SERVICE - LARGE	
SCHEDULE TFL	
<u>TERMINATION CONT'D</u> arty subscribes to Company's firm sales service or firm transportation service under a different Service Agreement in place of such terminated service, the termination charge will not apply. In addition, all costs incurred by Company relating to any specific facility charges specified in Service Agreement or other written agreement shall become immediately due and payable to Company unless otherwise agreed in writing. If the Backup Sales Service Option has not been purchased for a Receiving Party for a quantity equal to Receiving Party's MDQ in the applicable Service Agreement, then conversion to firm sales shall be contingent upon Company's determination that firm supply is available for sale to Receiving Party. All such conversions from transportation to sales service shall 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 (1) year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Gas Transportation Terms and Conditions.	
<u>SPECIAL CONDITIONS</u> Service supplied under this schedule is subject to the following special conditions: 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine. 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.	

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NATURAL GAS RATES	RATE
INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI	
<u>APPLICABILITY</u> Applicable to Shippers having acquired by separate agreement supplies of Natural Gas (Shipper's Gas), as well as an agreement with the Company for Interruptible Gas Transportation Service, where Company (also referred to as Transporter for purposes of transportation service) has available interruptible System capacity in excess of that presently required for service to existing firm gas sales Customers and Firm Transportation Shippers. Service under this Schedule is applicable to interruptible transportation of Shipper's Gas from Company's Receipt Point(s) to Shipper's Delivery Point(s) through Company's System. Service provided hereunder shall be in accordance with the Interruptible Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions. Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this TI Rate Schedule shall be strictly subject to the terms of the Interruptible Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.	

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SCHEDULE TI		
<u>INTERRUPTIBLE GAS TRANSPORTATION SERVICE CHARGES</u>		
Monthly Service and Facility Charge per service meter.	\$ 134.00	I
Usage Charge: Applicable to all of Shipper's Gas transported by Company:		
Standard Rate, per Dth.....	0.3539	I
*Minimum Rate, per Dth.....	0.010	
*The minimum Usage Charge shall be \$.01, but in no instance will it be less than the variable costs of providing service.		
Unauthorized Overrun Penalty, per Dth over On Peak Demand Quantity:		
Maximum Rate, per Dth: \$25.00 unless CIG calls a Critical Condition, in which case the maximum rate is the greater of \$25.00 or the CIG Rate Schedule TF-1 Daily Unauthorized Overrun Rate per the CIG FERC Gas Tariff.		T
Minimum Rate, per Dth.....	0.3539	I
<u>ON PEAK DEMAND QUANTITY CHARGE</u>		
Monthly On Peak Demand Quantity Charge, per Dth.....	\$ 8.73	I
<u>INTERRUPTIBLE TI SALES CHARGE</u>		
In the event of communication line interruption, and in accordance with the Transportation Terms and Conditions, the Company will treat all Gas delivered subsequent to the thirty (30) day correction period specified in Company's written notification as sales Gas and subject to potential interruption. All sales Gas volumes delivered will be subject to the Standard TI Usage Charge and the GCA TI Commodity Charge.		T T

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NATURAL GAS RATES	RATE
INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI <u>MONTHLY MINIMUM CHARGES</u> The Monthly Minimum shall be the sum of a) the Service and Facility Charge(s), b) the On-Peak Demand Charge (if applicable), and c) any applicable monthly charges for new or additional facilities necessary to provide Gas Transportation Service to the Shipper. In the event that Company is required to make any payments including, but not limited to, franchise fees, sales taxes, occupancy taxes, or other miscellaneous facility charges as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billing from Company to Shipper. <u>GAS RATE ADJUSTMENT</u> This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40. <u>GAS COST ADJUSTMENT (GCA)</u> This rate schedule is subject to the GCA commencing on Sheet No. 50, as follows: All Shipper's Gas volumes transported by the Company are subject to the GCA TI Transportation Charge on Sheet No. 50H, unless the Shipper receives the Shipper Daily Balancing Option as described in the Gas Transportation Terms and Conditions; Customers having an On Peak Demand Quantity are also subject to the GCA TI On-Peak Demand Charge for the On Peak Demand Quantity elected by the Shipper. All Natural Gas volumes subject to the Interruptible TI Sales Charge are also subject to the GCA TI Commodity Charge. All such Natural Gas volumes are also subject to the GCA TI Transportation Charge on Sheet No. 50H. <u>FUEL REIMBURSEMENT PERCENTAGE</u> Shippers receiving Interruptible Transportation Service shall include additional gas for lost and unaccounted for volumes to the quantity of gas delivered to Company. Unless otherwise specified, the FL&U Percentage for Interruptible Transportation Service is 0.86 percent. Annually, on or before September 1, the Company will file an advice letter to update the FL&U Percentage for the twelve (12) Months ending June 30, to be effective January 1 of the following year.	

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NATURAL GAS RATES	RATE
INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI <u>INTERRUPTIBLE TRANSPORTATION SERVICE</u> Interruptible Transportation Service is required for those Shippers desiring to utilize interruptible capacity on the Company's System. Transportation service hereunder is subject to availability of System capacity in Company's System. Should Company, in its sole judgment, determine that adequate System capacity is unavailable, then Shipper is subject to immediate Capacity Interruption of transportation service. Shippers desiring Interruptible Transportation Service for or on behalf of Receiving Party(ies) are required to submit to Company a request for Transportation Service for each Delivery Point which contains the Maximum Daily Quantity for which Shipper desires Company to provide interruptible capacity from its System, as well as, if applicable and approved by the Company, the On Peak Demand Quantity for which Shipper desires Company to provide firm capacity from its System. Additional terms of Interruptible Transportation Service shall be as set forth in the applicable Service Agreement, as well as this Gas tariff, including the Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions. <u>UNAUTHORIZED OVERRUN PENALTIES</u> In the event of an OFO, Shipper shall be subject to the Unauthorized Overrun Penalty if deliveries exceed the OFO Tolerance Level specified in the OFO notice. In addition, during an Interruption a Shipper transporting Gas above its On Peak Demand Quantity, if any, shall be subject to Unauthorized Overrun Penalties. This Unauthorized Overrun Penalty shall be in addition to all other applicable charges. <u>ON PEAK DEMAND QUANTITY OPTION</u> Under the On Peak Demand Quantity Option, Shipper may purchase from Transporter maximum daily firm capacity, referred to as On Peak Demand Quantity, subject to approval by Transporter. Such On Peak Demand Quantity will be set forth in Shipper's Service Agreement or amendments thereto. Additional terms applicable to On Peak Demand Quantity are set forth in the Company's Transportation Terms and Conditions.	

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INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI <u>IMBALANCE MANAGEMENT</u> As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. Unless otherwise selected and approved by the Company, a Shipper will be subject to the Transporter Balancing Option. In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TI Transportation Charge, as set forth under the Gas Cost Adjustment section above. All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges. Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions. <u>MONTHLY IMBALANCE RESOLUTION</u> Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout charges shall be determined consistent with the Gas Transportation Terms and Conditions. <u>DISTRIBUTION EXTENSION REQUIREMENT</u> Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall enter into an Interruptible Gas Transportation Service Agreement that has a term of at least five (5) years, or other term as mutually agreed upon by the parties. <u>TERMINATION</u> Service shall be terminated in accordance with the Gas Transportation Terms and Conditions or Shipper's Service Agreement with the Company.	

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NATURAL GAS RATES	RATE
INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI <u>TERMINATION</u> - Cont'd In the event that (i) Receiving Party or Receiving Party's Agent gives fifteen (15) days' written notice of its intention to cancel Interruptible Gas Transportation Service for any or all Delivery Points prior to the end of the initial term of the Service Agreement or any subsequent Contract Year as provided for in said Service Agreement or amendments thereto, or (ii) Interruptible Gas Transportation Service is suspended, terminated, or revoked prior to the end of the term of the Service Agreement as set forth in the Gas Transportation Terms and Conditions, then all costs incurred by Company relating to any facility charges specified in the Service Agreement or otherwise agreed to in writing shall become immediately due and payable to Company upon such termination. The Company may agree to a notice period of less than fifteen (15) days if it determines that sufficient time to effectuate the necessary changes has been provided. Receiving Party's Agent, if any, is required to notify the Receiving Party of the service change and provide Company with responsible party information. If 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, then Shipper will continue to pay any remaining facility charges as agreed by Shipper and the Company. The Receiving Party will not be eligible to return to transportation service hereunder until one (1) year after its conversion to Company's firm sales service. Upon the expiration of such one (1) year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Gas Transportation Terms and Conditions. <u>SPECIAL CONDITIONS</u> Service supplied under this schedule is subject to the following special conditions: 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine. 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.	

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NATURAL GAS RATES	RATE
FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE	
SCHEDULE TF-FRP SURCHARGE	
<u>APPLICABILITY</u> Applicable to Shippers requesting firm Gas Transportation Service utilizing the Company's Front Range Pipeline, including (1) Shippers served under the Company's Firm Gas Transportation Service rate schedules that elect to use the Company's Chalk Bluffs Hub at an interconnecting Federal Energy Regulatory Commission (FERC) pipeline (Chalk Bluffs Hub) and (2) other Shippers who have executed a Firm Gas Transportation Service Agreement providing for service exclusively over the Front Range Pipeline. The Company's Front Range Pipeline extends south from the Company's Chalk Bluffs Hub to the Fort St. Vrain Valve Set Interconnection 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. Shippers desiring to utilize the Front Range Pipeline to transport gas in excess of the contracted capacity shall be billed the Authorized Overrun Transportation Commodity Surcharge as set forth below. Service hereunder is subject to the availability of capacity in excess of that presently required for service to existing firm Shippers utilizing the Front Range Pipeline, and shall be in accordance with the Firm Gas Transportation Service Agreement between Company and Shipper, the applicable requirements of the Firm Gas Transportation Service rate schedule provisions, and the Company's Gas tariff.	
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NATURAL GAS RATES	RATE	
FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE		
SCHEDULE TF-FRP SURCHARGE		
<u>MONTHLY RATE - FIRM GAS TRANSPORTATION SERVICE SURCHARGES</u>		
The following surcharges shall be in addition to those charges applicable for service to Shippers under the Company's Firm or Interruptible Gas Transportation Service:		
Firm Capacity Reservation Surcharge for each Dth of capacity contracted at Chalk Bluffs Hub.....	\$0.155	T
Primary Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing the Front Range Pipeline up to the Contracted Primary Receipt Point Capacity		
Standard Rate, per Dth.....	\$0.000	
Secondary Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing Chalk Bluffs Hub as a Secondary Receipt Point		
Standard Rate, per Dth.....	0.015	T
Minimum Rate, per Dth.....	0.010	
Authorized Overrun Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing Chalk Bluffs Hub which is in excess of the Contracted Primary Receipt Point Capacity		
Standard Rate, per Dth.....	0.015	T
Minimum Rate, per Dth.....	0.010	
Unless otherwise agreed to by Company, the Secondary Transportation Commodity Surcharge and Authorized Overrun Transportation Service Surcharge shall be as set forth from time-to-time on the Company's Electronic Bulletin Board for such service, and such surcharges shall not exceed the Standard Rate as set forth above.		
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FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE	
SCHEDULE TF-FRP SURCHARGE	
<u>MONTHLY MINIMUM CHARGES</u> The Monthly Minimum for all Firm Gas Transportation Service utilizing the Front Range Pipeline as a Primary Receipt Point shall be the Firm Capacity Reservation Surcharge as set forth herein. In the event that Company is required to make any payments including but not limited to franchise fees or payments, sales taxes, occupancy taxes or the like, as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billings from Company to Shipper.	T
<u>AUTHORIZED OVERRUN TRANSPORTATION SERVICE</u> In the event Shipper desires Company to receive Shipper's Gas in excess of the Contracted Firm Capacity at the Chalk Bluffs Hub Primary Receipt Point, or utilize the Chalk Bluffs Hub as a Secondary Receipt Point, Company may, at its sole discretion, provide such Authorized Overrun Transportation Service on an interruptible basis, provided Company has sufficient capacity in the Front Range Pipeline and receives Shipper's Gas at the Receipt Point(s).	T T D
<u>INITIAL ALLOCATION OF FRONT RANGE PIPELINE PRIMARY RECEIPT POINT CAPACITY</u> Shippers desiring to utilize the Chalk Bluffs Hub 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.	T
<u>PRIORITY OF SERVICE</u> Priority of service shall be as specified in the Nominations and Priority of Service section of the Gas Transportation Terms and Conditions, with the exception that firm Shippers utilizing the Chalk Bluffs Hub as a Secondary Receipt Point shall have the same priority of service as those Shippers receiving interruptible transportation service at the Chalk Bluffs Hub Receipt Point.	T T
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FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE	
SCHEDULE TF-FRP SURCHARGE	
<u>TERM FOR USE OF CHALK BLUFFS HUB AS A PRIMARY RECEIPT POINT</u> Service hereunder shall be available on an annual basis. Shippers requesting annual service shall continue from year-to-year until terminated upon thirty (30) days' written notice to Company, prior to the end of any annual term.	T TD
<u>TERMINATION CHARGE</u> In the event Shipper gives thirty (30) days' written notice of its intention to cancel service hereunder as a Primary Receipt Point effective prior to the end of any annual term, Shipper shall be obligated to pay Company a termination charge equal to the Firm Capacity Reservation Surcharge multiplied by the capacity contracted at the Chalk Bluffs Hub and the number of months remaining in the term maintaining the Chalk Bluffs Hub as a Primary Receipt Point.	D T T

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NATURAL GAS RATES		RATE
FRONT RANGE PIPELINE INTERRUPTIBLE GAS TRANSPORTATION SERVICE		
SCHEDULE TI-FRP SURCHARGE		
<u>APPLICABILITY</u> 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 rate schedule that elect to use the Company's Chalk Bluffs Hub at an interconnecting Federal Energy Regulatory Commission (FERC) pipeline (Chalk Bluffs Hub) as a Category One or Category Two Receipt Point and (2) other Shippers who have executed an Interruptible Gas Transportation Service Agreement providing for service exclusively over the Front Range Pipeline. The Company's Front Range Pipeline extends south from the Company's Chalk Bluffs Hub to the Fort St. Vrain Valve Set Interconnection Point. Service hereunder is subject to the availability of capacity in excess of that presently required for service to existing firm Shippers utilizing the Front Range Pipeline, and shall be in accordance with the Interruptible Gas Transportation Service between Company and Shipper, the applicable requirements of the Interruptible Gas Transportation Service rate schedule provisions, and the Gas Transportation Terms and Conditions of the Company's Gas tariff.		
<u>MONTHLY RATE - INTERRUPTIBLE GAS TRANSPORTATION SERVICE SURCHARGES</u> 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		
Standard Rate, per Dth.....		\$ 0.015
Minimum Rate, per Dth.....		0.010
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.		
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FRONT RANGE PIPELINE INTERRUPTIBLE GAS TRANSPORTATION SERVICE	
SCHEDULE TI-FRP SURCHARGE <u>MONTHLY MINIMUM CHARGES</u> There shall be no Monthly Minimum Charge. 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. <u>PRIORITY OF SERVICE</u> Priority of service shall be as specified in the Nominations and Priority of Service section of the Gas Transportation Terms and Conditions, with the exception that Shippers receiving interruptible transportation service at the Chalk Bluffs Hub Receipt Point shall have the same priority of service as firm Shippers utilizing the Chalk Bluffs Hub as a Secondary Receipt Point. Shipper requesting service at the Chalk Bluffs Hub may contract and nominate for such service on a daily basis.	

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NATURAL GAS RATES

GAS AFFORDABILITY PROGRAM ("GAP")

Customer Request for Removal from Program

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

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NATURAL GAS RATES

GAS AFFORDABILITY PROGRAM ("GAP")

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

Rate Schedule	GAP Charge (\$/month)
Schedule RG	\$0.15
Schedule CSG	\$0.58
Schedule CLG	\$5.12
Schedule IG	\$7.00
Schedule TFS	\$0.58
Schedule TFL	\$5.12
Schedule TI	\$7.00

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PUBLIC SERVICE COMPANY OF COLORADO

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Sheet No.

NATURAL GAS RATES
GENERAL RATE SCHEDULE ADJUSTMENT

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

0.00%

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NATURAL GAS RATES
GAS COST ADJUSTMENT

APPLICABILITY

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

DEFINITIONS

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

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

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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 portion of a Commission-approved Gas Price Volatility Mitigation Plan, shall be excluded from the definition of Actual Gas Costs effective July 1, 2022, unless the Commission by subsequent order approves the continued inclusion of these costs.

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

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

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

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

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.

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Sheet No.

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

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.

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NATURAL GAS RATES
GAS COST ADJUSTMENT

DEFINITIONS - Cont'd

Gas Storage Inventory Cost. A rate component of the GCA, expressed in mils per dekatherm (\$0.001 per Dth) which is the return on rate base applied to the Average Gas Storage Inventory Balance divided by the Forecasted Sales Gas Quantity. The return on rate base applied to the Average Gas Storage Inventory Balance shall be based on the Company's actual capital structure and actual cost of long-term debt as reflected in its most recent quarterly 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 Company's most recent gas rate case. The return on rate base will be adjusted for income taxes before being multiplied by the Average Gas Storage Inventory.

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

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

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

CURRENT GAS COST RATE DETERMINATION

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

$$\text{Current Gas Cost} = A + B + C$$

A = Gas Commodity Cost

B = Upstream Service Cost

C = Gas Storage Inventory Cost

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NATURAL GAS RATES
GAS COST ADJUSTMENT

GAS COST ADJUSTMENT

The following formula is used to determine the GCA amount.

$$\text{GCA} = \text{A} + \text{B} + \text{C} + \text{D}$$

A = Gas Commodity Cost (part of the Current Gas Cost)

B = Upstream Service Cost (part of the Current Gas Cost)

C = Deferred Gas Cost

D = Gas Storage Inventory Cost (part of the Current Gas Cost)

The GCA will be subject to four regular quarterly changes to be effective on the first day of each calendar quarter by the Company filing 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, Upstream Service Cost, Gas Storage Inventory Cost and Deferred Gas Cost) 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 Deferred Gas Cost components shall replace the corresponding Gas Commodity Cost, Upstream Service Cost, Gas Storage Inventory Cost and Deferred Gas Cost components previously in effect. Annual, quarterly and interim GCA applications shall be filed on less than thirty (30) days' notice in accordance with applicable Colorado statutes, Commission Rules and Commission decisions, but on not less than fourteen (14) days' notice prior to the proposed effective date.

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NATURAL GAS RATES
GAS COST ADJUSTMENT

RELATIONSHIP TO GCA RULES 4 CCR 723-8

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

TREATMENT OF REFUND

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

GAS COST ADJUSTMENT APPLICATION

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

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NATURAL GAS RATES
GAS COST ADJUSTMENT

GAS PURCHASE PLAN

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

GAS PURCHASE REPORT

The Gas Purchase Report ("GPR") is a report to be filed with the Commission that contains exhibits that describe the Company's actual purchases of gas commodity and Upstream Services in order to meet sales gas demand during the Gas Purchase Year. The 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 Rules 4607 and 4608 of the Public Utilities Commission's Rules Regulating Gas Utilities and Pipeline Operators.

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NATURAL GAS RATES GAS COST ADJUSTMENT						
<u>Rate Schedule</u>	<u>Sheet No.</u>	<u>Billing Units</u>	<u>Type Of Charge</u>	<u>Current Gas Cost</u>	<u>Deferred Gas Cost</u>	<u>Gas Cost Adjustment</u>
RG	14	Therm	Commodity	\$0.29810	\$0.01030	0.30840
RGL	15	Therm	Commodity	\$0.27370	\$0.01030	0.28400
CSG	16	Therm	Commodity	\$0.29550	\$0.01030	0.30580
CLG	17	DTH	Commodity	\$2.85800	\$0.10300	2.96100
CGL	18	Therm	Commodity	\$0.27370	\$0.01030	0.28400
IG	19	DTH	On-Peak Demand	\$1.80800	-----	1.80800
		DTH	Commodity	\$2.73700	\$0.10300	2.84000
TFS	29	DTH	Transportation	0.04200	-----	0.04200
		DTH	Supply	1.80800	-----	1.80800
		DTH	Commodity	(1)	\$0.10300	
TFL	30	DTH	Transportation	0.04200	-----	0.04200
		DTH	Supply	1.80800	-----	1.80800
		DTH	Commodity	(1)	\$0.10300	
TI	31	DTH	Transportation	0.04200	-----	0.04200
		DTH	On-Peak Demand	1.80800	-----	1.80800
		DTH	Commodity	(2)	\$0.10300	
(1) The Current Gas Cost shall be established each month as follows: For each Dth of Backup Sales Service quantities purchased on any Day up to the Backup Reservation Quantity, the rate shall be equal to 100% of Index Price One, as defined in the Gas Transportation Terms and Conditions, plus the CIG TF Transportation Rate, as defined in the Gas Transportation Terms and Conditions. For each Dth of Backup Sales Service quantities purchased on any Day in excess of any Backup Reservation Quantity, the rate shall be equal to 125% of Index Price One, plus the CIG TI Transportation Rate, as defined in the Gas Transportation Terms and Conditions.						
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NATURAL GAS RATES
GAS COST ADJUSTMENT

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

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GAS SERVICE

FLEXIBLE PRICING POLICY

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

Applicability

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

Requirements for Flexible Pricing

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

1. The customer has the ability to provide its own service or has competitive alternatives available from other providers of the same or substitutable service, except from another public utility providing or proposing to provide the same type of service.

2. The customer will discontinue using the services of the Company if the applicable rates are not flexibly priced.

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GAS SERVICE

FLEXIBLE PRICING POLICY

Requirements for Flexible Pricing - Cont'd

3. The approval of the flexible price rate will not adversely affect the remaining customers of the Company. The Company will not offer any flexible price rate which is lower than the embedded minimum transportation rate. Accounting records will be maintained and available for inspection by Staff of the Commission and the Office of Consumer Counsel indicating the disposition of all costs associated with each flexibly priced contract and the conformance of this policy to the requirements of §40-3-104.3, C.R.S. If the discounted price is below the applicable embedded gas cost, the Company will maintain separate accounting records for those sales and will remove revenues of those sales and associated costs from the Gas Cost Adjustment clause.

4. The price of any such service is not less than the marginal cost of the service to the Company. The marginal cost to the Company will be computed based on the annual cost of the facilities required to provide service to the customer. The annual cost will be derived by applying the approved Revenue Requirement Factors from the most recent rate review to the estimated cost of the facilities required to provide service. The Revenue Requirement Factors include operating and maintenance expenses, depreciation expenses, income taxes and earnings applicable to the facilities required to provide service.

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

Regulatory Approval

Upon determination that the Company desires to offer a customer or potential customer a flexibly priced contract, that the above requirements apply, and that the annual revenue to be derived from the proposed flexibly priced rate is not less than the marginal cost as determined in accordance with the requirements herein, the Company may file an application with the Commission for approval of such flexibly priced rate. When the Company seeks such regulatory approval, the Company and customer shall have discretion to execute a gas service contract and place the rate into effect prior to and subject to obtaining regulatory approval, or to execute the gas service contract and place the rate into effect after receiving regulatory approval.

Confidentiality Requirement

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

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Sheet No.

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

DEFINITION OF TERMS

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

British Thermal Unit (Btu) - One (1) "British Thermal Unit" (International Table), which is the amount of energy equivalent to 1,055.056 Joule, as specified in Gas Processors Association Publication 2145-93 ("Table 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.

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

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

Business Day - All non-Holiday weekdays. N

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

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

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

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

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NATURAL GAS SERVICE

GENERAL

DEFINITION OF TERMS - Cont'd

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).
- 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.

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

Curtailable Requirement - "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.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

DEFINITION OF TERMS - Cont'd

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

Energy - The energy content of a given quantity of gas, expressed in 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.

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

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.

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

NATURAL GAS SERVICE

GENERAL

DEFINITION OF TERMS - Cont'd

Interruptible Sales Curtailment - The discontinuance of sales service 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.

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

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

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

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

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

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

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

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NATURAL GAS SERVICE
GENERAL

DEFINITION OF TERMS - Cont'd

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.

BENEFIT OF SERVICE

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

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NATURAL GAS SERVICE

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BENEFIT OF SERVICE - Cont'd

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

CHOICE OF RATES

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

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NATURAL GAS SERVICE

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CHARGES FOR RENDERING SERVICE

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

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

1. All emergency calls where permanent materials and facility replacement is not performed.
2. Bill investigations.
3. Customer service complaint investigations.
4. Changing customer's equipment due to changes in service characteristics.
5. Routine maintenance of Company facilities.
6. Relight pilots and perform other services resulting from outages on Company's system.
7. Provide to the Customer or a Third Party Standard Customer Data Reports and Standard Aggregated Data Reports, as set forth in the Requests for Customer Data section of these Rules and Regulations.

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

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NATURAL GAS SERVICE

GENERAL

PROTECTION OF SUBSURFACE FACILITIES

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

LIABILITY

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

The customer shall be responsible for any damage to or loss of Company's property located on customer's premises, caused by or arising out of the acts, omissions or negligence of customer or others, or the misuse or unauthorized use of Company's property by customer or others. The cost of making good such loss and/or repairing such damage shall be paid by the customer. Customer shall be held responsible for injury to Company's employees if caused by customer's acts, omissions or negligence.

The customer shall be responsible for any injury to persons or damage to property occasioned or caused by the acts, omissions or negligence of the customer or any of customer's agents, employees or licensees, in installing, maintaining, operating or using any of the customer's piping, equipment, machinery or apparatus, and for injury and damage caused by defects in the same.

Company shall not be liable for injury to persons, damage to property, monetary loss, or loss of business caused by accidents, acts of God, fires, floods, strikes, wars, breakdown of equipment, authority or orders of government, or any other causes and contingencies beyond its control.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

SYSTEM OPERATION AND MAINTENANCE

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

a. The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of natural gas and to avoid any shortage of same and, excepting interruptible service, interruption of same. However, Company will not be liable for interruption, shortage, or insufficiency in the supply of natural gas, or for any injury, loss, or damage occasioned thereby, if same is due to causes or contingencies beyond the control of the Company including but not limited to accidents, breakdown of equipment, acts of God, authority and orders of government, flood, storms, fires, strikes, riots, or war.

b. The Company, whenever it shall find it necessary for the purpose of making repairs or improvements to its systems, will have the right to temporarily suspend the delivery of natural gas.

c. Interruptions of service, however, will not relieve customer from any charges for service actually supplied, nor will accidents to customer's equipment or machinery, or failure of customer's installation, not due to fault of Company, relieve customer of payment of minimum charges under the rate schedule or contract applicable.

PRESSURE

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

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

MEASUREMENT OF SERVICE

Volume Determination

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

The Company intends to adopt the Third Edition of AGA Report No. 3 for quantity determination by orifice measurement. Orifice metering equipment (to include the meter tube, orifice fitting and orifice plate) installed 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 deliveries. The Company shall, determine the location for, install, own, and maintain suitable metering and other equipment necessary for measuring the natural gas supplied in accordance with Company's Gas Standards Manual. Each class of natural gas service supplied will be metered and billed separately. All service to a customer under one applicable rate schedule shall be at a single point of delivery provide by Company and will be measured by a single meter and meter readings will not be combined for billing purposes. Adjoining properties may be combined on a single meter at the customer's expense, and served as a single customer where such properties are controlled, occupied, and used for commercial purposes by a single enterprise engaged in the pursuit of a single business. Service to the same person at different premises will be considered as service to separate customers.

New Measurement Techniques

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

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

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 industry. The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas measurement equipment.

Measurement Equipment

The Company will install, maintain, and operate, or cause to be installed, maintained, and operated, measuring stations equipped with flow meters and/or other necessary metering and measuring equipment by which the billing unit of gas received or delivered shall be determined. 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.

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NATURAL GAS SERVICE

STANDARDS

MEASUREMENT EQUIPMENT AND TESTING - Cont'd

Accuracy and Routine Testing - Cont'd

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.

c: Orifice metering equipment shall be tested at least once each year.

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

Testing upon Request

The Company, at any time, may test any of its meters. Upon written request of a customer, the Company will test the accuracy of the delivery meter installed at customer's premises free of charge if said meter has not been tested within the 12-month period just prior to such request. 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.

Inaccuracy of Registration, Meter Failure and Estimation

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) By correcting the error if the percentage of error is ascertainable by calibration, special test, or 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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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 determining Therms for these rate classes, the metered volumes will be converted utilizing the Therm Conversion procedure set forth herein.

b. Rate Classes IG, TFS, TFL and TI. For the purpose of determining Dekatherms for these rate classes, the metered volumes, adjusted for pressure, temperature, and other correction factors, shall be converted to Standard Conditions and then multiplied by the appropriate Energy Factors as set forth herein.

VOLUME ADJUSTMENTS

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

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

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

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STANDARDS

VOLUME ADJUSTMENTS - Cont'd

c. For Schedules RG and CSG, if any meter so tested is found to be running slow, the Company may charge for one-half of the under-billed amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed six Months.

d. For Schedules CLG and IG, if any meter so tested is found to be running slow, the Company may charge for the under-billed amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed twenty-four (24) Months.

e. If any meter is found not to register, to register intermittently, or to partially register for any period, the Company may collect for the gas service used but not registered on the meter, with such amounts estimated as provided in the Inaccuracy of Registration, Meter Failure and Estimation section above. The period for which the Company charges the estimated amount shall not exceed six (6) Months for Schedules RG and CSG, or twenty-four (24) Months for Schedules CLG and IG.

a. Under this Volume Adjustments section:

- i. In the event of an over-billing, the Customer may elect to receive the refund as a credit to future billings or as a one-time payment. If the Customer elects a one-time payment, the Company shall make the refund within thirty (30) days. Such over-billings shall not be subject to interest.
- ii. In the event of under-billing, the Customer may elect to enter into a payment arrangement on the under-billed amount. The payment arrangement shall be equal in length to the time period covered by the under-billed amount. Such under-billings shall not be subject to interest.
- iii. The time period limitations for collection of under-billed amounts shall not apply in the event of energy diversion or subterfuge.

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NATURAL GAS SERVICE

STANDARDS

BILLING ERRORS

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

a. For Billing Errors resulting in under-billings, the Company may bill and collect for the period during which the Billing Error occurred, determined from the date the Billing Error was discovered, with such period limited to (i) six (6) Months for Schedules RG, RGL, CGL, and CSG, and (ii) twenty-four (24) Months for Schedules CLG and IG.

b. For Billing Errors resulting in over-billings under Schedules RG, CSG, CLG, IG, RGL, and CGL, the Company will refund for the time period during which the over-billing occurred, determined from the date the Billing Error was discovered, with such period limited to twenty-four (24) Months.

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NATURAL GAS SERVICE

STANDARDS

BILLING ERRORS - Cont'd

c. Under this Billing Errors section:

- i. In the event of an over-billing, the Customer may elect to receive the refund as a credit to future billings or as a one-time payment. If the Customer elects a one-time payment, the Company shall make the refund within thirty (30) days. Such over-billings shall not be subject to interest.
- ii. In the event of under-billing, the Customer may elect to enter into a payment arrangement on the under-billed amount. The payment arrangement shall be equal in length to the time period covered by the under-billed amount. Such under-billings shall not be subject to interest.
- iii. The time period limitations for collection of under-billed amounts shall not apply in the event of energy diversion or subterfuge.

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 agreed upon. Appropriate industry standards include but are not limited to those referenced herein, and the Company may adopt any subsequent amendments to the standards in the exercise of its reasonable judgment.

Heating Value (HV) and Specific Gravity

The HV and specific gravity may be determined by the use of an on-line 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 2172-2014, 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 2172-2014, or by any other means consistent with appropriate industry standards or practices.

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NATURAL GAS SERVICE

STANDARDS

GAS PROPERTY DETERMINATION - Cont'd

Heating Value (HV) and Specific Gravity - Cont'd

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.

For HV and specific gravity determination by chart recording applied in conjunction with conventional chart measurement for gas volumes, the arithmetic average of HV and specific gravity recorded shall be applied.

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 2017 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.

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GAS PROPERTY DETERMINATION - Cont'd

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.

GAS QUALITY SPECIFICATIONS

Minimum Heating Value

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

a. 950 Btu/scf in the Denver, North Metro, Boulder, Pueblo, San Luis Valley, Mountain and Sterling areas.

b. 950 Btu/scf in the Northern (including the Northern Portion of Boulder), High Plains (except Sterling) and Rifle areas.

c. 850 Btu/scf in the Grand Junction, Meeker, Craig, Hayden, and Steamboat areas.

Standards for Gas Tendered to Company

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

a. Minimum Heating Value for Gas Deliveries - The minimum heating value of Natural Gas delivered from the Company to the Receiving Party at the Delivery Point shall be 950 BTU/scf.

b. Maximum Heating Value for Gas Deliveries - All Gas shall have a total heating value of not more than 1100 Btu/scf in the BTU Adjusted Area and 1131 Btu/scf in the BTU Non-Adjusted Area.

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STANDARDS

GAS QUALITY SPECIFICATIONS - Cont'd

Standards for Gas Tendered to Company- Cont'd

c. Free from Objectionable Gas Content - All Gas shall be commercially free (at prevailing pressure and temperature in the Company's System) from objectionable odors, dust, hydrocarbon, liquids, water and any other substance that might become separated from the Gas in Company's facilities.

d. Sulphur - All Gas shall not contain more than five (5) grains of total sulphur, nor more than one-fourth (1/4) of one grain of hydrogen sulfide per one-hundred (100) cubic feet.

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

f. Temperature - The flowing Gas temperature of all Gas shall not exceed one hundred ten degrees Fahrenheit (110° F).

g. Hydrocarbon Dew Point - The hydrocarbon dew point shall not exceed fifteen degrees Fahrenheit (15°F) at any pressure between one hundred (100) psia and one thousand (1000) psia as calculated from Gas composition or as otherwise determined by dew-point apparatus in accordance with procedures and equipment selected by the Company on a reasonable basis.

h. Water Content - All Gas shall have been dehydrated and the Gas shall not contain more than five (5) pounds of entrained water per million cubic feet at the Standard Conditions.

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NATURAL GAS SERVICE

STANDARDS

GAS QUALITY SPECIFICATIONS - Cont'd

Standards for Gas Tendered to Company- Cont'd

i. Total Carbon Dioxide - All Gas shall not contain more than three percent (3%) by volume of carbon dioxide.

j. Total Non-Combustible Gas - Total non-combustible gases shall not exceed fourteen and three tenths percent (14.3%) by volume in BTU Adjusted Areas and five percent (5%) by volume in BTU Non- Adjusted Areas.

k. Deleterious Substances and Objectionable Matter - The Gas received by the Company at Receipt Point(s) shall be commercial and merchantable in quality and free from substances harmful to the Company's System or to the merchantability of Gas or Gas service, including but not limited to polychlorinated biphenyls, bacteria, pathogens, dust, dirt, gum-forming constituents, water and other liquid or solid matter or water and hydrocarbons in liquid or gas form at the temperature and pressure at which the Gas is received by the Company, which might interfere with its marketability or cause harm or injury to interference with the operation of Company's System.

l. Hazardous Substances - All Natural Gas tendered to Company at the Receipt Point(s) and the component parts thereof shall not contain Hazardous Substances at concentration levels, which in the normal use of the Gas, would prevent or unduly impact the merchantability of the Natural Gas, be injurious to Company's System, would present a health and/or safety hazard to employees, customers, and/or the public, or is contrary to applicable government standards.

m. Hazardous Waste Landfills - Gas from hazardous waste landfills will not be purchased, accepted or transported. Before a biomethane gas supplier can interconnect with the Company's System, the biomethane gas supplier must demonstrate that the biomethane gas was not collected from a landfill that is or was designated a hazardous waste landfill.

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NATURAL GAS SERVICE

STANDARDS

GAS QUALITY SPECIFICATIONS - Cont'd

Gas Quality Liability

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

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 = $F_P \times F_T \times F_E$

Where F_P = Altitude Factor
 F_T = Temperature Factor
 F_E = Energy Factor

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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

CUSTOMER'S REINFORCEMENTS

Any required Reinforcement other than for an LDC Customer shall generally recognize the Construction Cost, Construction Allowance and customer Construction Payment provisions of this Extension Policy in accordance with individual agreements between Applicant and Company based upon the amount, character and permanency of the load. Where gas distribution system reinforcement is required for serving an existing customer's gas service from Company, Company shall make such Reinforcement of the distribution system as follows: for a Residential or small Commercial customer that receives service under a rate schedule for which the Distribution Portion of the Construction Allowance is not based on the Maximum Daily Quantity (MDQ), related to the customer's total load requirements, Company will make such Reinforcements at its expense. For all customers that receive service under a rate schedule for which the Distribution Portion of the Construction Allowance is based on MDQ, such reinforcement shall be a Distribution Extension where the Construction Cost shall include the Company's cost to reinforce the system, as well as the 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 Commercial development shall be considered non-residential and the developer shall be responsible for Reinforcement costs. All Reinforcements for LDC Customers shall be subject to the provisions of the Extensions for Local Distribution Company Customer section of this Extension Policy.

COMPRESSOR STATIONS

In the event that the Company determines that an LDC Customer requires 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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RULES AND REGULATIONS

NATURAL GAS SERVICE

REQUESTS FOR CUSTOMER DATA

The Company will not disclose Customer Data to a Third Party, except as necessary to provide regulated utility services to Customers; as otherwise permitted or required by law or Commission rule; or pursuant to the authorization given by the Customer in accordance with Commission Rules and the provisions set forth herein. Nothing herein limits a Customer's right to obtain their own data or the right of such Customer to provide their own data to anyone. The Company provides Customers with online self-service options for obtaining their own Customer Data.

DEFINITION OF TERMS

Business Day as used in this Request for Customer Data section shall include weekdays except for Holidays.

Customer Consent Form a form required for Customers to authorize the Company to provide Customer Data to a Third Party. Customer Consent Forms are available on the Commission's website, as well as the Company's website.

Customer Data has the meaning as set forth in the Commission's Rules.

Third Party has the meaning as set forth in the Commission's Rules.

CUSTOMER DATA AVAILABLE TO CUSTOMERS AND THIRD PARTIES

Customer Consent Forms Process

A completed and executed Customer Consent Form is required for Customers to authorize the Company to provide to a Third Party a Standard Customer Data Report or a Non-Standard Batched Customer Data Report, as defined herein. The Company shall not provide any of the foregoing Reports to any Third Party unless the Company has received a valid Customer Consent Form signed by the relevant Customer(s), and the Customer Consent Form(s) are accepted through the Company's validation processes. Customer Consent Form(s) may also be required in connection with a Whole Building Energy Use Data Report, as set forth herein.

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REQUESTS FOR CUSTOMER DATA

CUSTOMER DATA AVAILABLE TO CUSTOMERS AND THIRD PARTIES - Cont'd

Customer Consent Form Process - Cont'd

Completed Customer Consent Forms must be emailed to datarequest@xcelenergy.com, mailed to P.O. Box 8 Eau Claire, WI, 54702, or faxed to 866-208-8732. The Company shall reject any Customer Consent Form that is non-compliant with the Commission's Rules or that is not accepted through the Company's validation processes. The Company will require five (5) Business Days to validate a Customer Consent Form. If the Company deems the Customer Consent Form invalid, the Company will notify the requestor, in writing.

Standard Customer Data Report

A Standard Customer Data Report is a report provided at no charge to either a Customer or a Third Party that contains Customer Data for a single Customer. The Company will provide a Standard Customer Data Report to a Third Party if a valid Customer Consent Form is on file. The available types and amounts of Customer Data included in the Standard Customer Data Report will vary and change from time to time, based upon changes in the availability of such data from the Company's electronic data systems, as well as changes in the meter type and network technology used to provide gas service and to bill a specific Customer for such service. At a minimum, a Standard Customer Data Report will contain: Customer Number, Premise Number, Service Address, Meter Number, Meter Read Date, and Total Usage.

A Customer or Third Party may request that the Company provide a Standard Customer Data Report that includes all of the applicable standard Customer Data. The request must be for a specific time period, not to exceed thirty-six (36) Months or such other time period specifically permitted by the Customer Consent Form. A Customer or Third Party may also request that the Company provide a Standard Customer Data Report on an on-going basis. Ongoing reports will be provided until such time that the Customer requests, in writing, that the reporting be terminated, or so long as the consent is valid.

Frequency of Customer Data Updates and Transmittal

The frequency of Customer Data updates and transmittal for Standard Customer Data Reports will be when requested by the Customer or Third Party, no more frequently than Monthly.

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REQUESTS FOR CUSTOMER DATA

CUSTOMER DATA AVAILABLE TO CUSTOMERS AND THIRD PARTIES- Cont'd

Standard Customer Data Report - Cont'd

Method of Transmittal

At the election of the requesting party, such reports can be provided either via: 1) a secure electronic format that ensures adequate protections for the Company's system security and the continued privacy of the Customer during transmission; 2) facsimile; or 3) paper sent through the United States Postal Service. The requestor is responsible for providing to the Company an accurate email or postal mail address.

Timeframe for Processing Request

The Company requires ten (10) Business Days to provide a Standard Customer Data Report after validating the Customer Consent Form.

Non-Standard Batched Customer Data Report

A Non-Standard Batched Customer Data Report is a report provided to either a Customer or a Third Party that contains Customer Data for more than one Customer. The Company will provide a Non-Standard Batched Customer Data Report to a Third Party if valid Customer Consent Forms are on file for all Customers to whom the data pertains and the Customer Consent Forms are accepted through the Company's validation processes. The available types and amounts of Customer Data included in the Non-Standard Batched Customer Data Report will vary and change from time to time, based upon changes in the availability of such data from the Company's electronic data systems, as well as changes in the meter type and network technology used to provide gas service and to bill a specific Customer for such service. At a minimum, a Non-Standard Batched Customer Data Report will contain: Customer Number, Premise Number, Service Address, Meter Number, Meter Read Date, and Total Usage.

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REQUESTS FOR CUSTOMER DATA

CUSTOMER DATA AVAILABLE TO CUSTOMERS AND THIRD PARTIES- Cont'd

Non-Standard Batched Customer Data Report - Cont'd

A Customer or Third Party may request that the Company provide a Non-Standard Batched Customer Data Report that includes all of the applicable Customer Data for a specific group of Customers. The request must be for a specific time period (not to exceed six (6) Years) as specified in the Customer Consent Form, and the same time period must be applicable to all Customers included in the Non-Standard Batched Customer Data Report. A Customer or Third Party may also request that the Company provide a Non-Standard Batched Customer Data Report on an on-going basis. Ongoing data reports will be provided until such time that the Customer or Third Party requests, in writing, that the reporting be terminated.

Frequency of Customer Data Updates and Transmittal

The frequency of Customer Data updates and transmittal for Non-Standard Batched Customer Data Reports will be when requested by the Customer or Third Party.

Method of Transmittal

Non-Standard Batched Customer Data Reports will be provided via a secure electronic format that ensures adequate protections for the utility's system security and the continued privacy of the Customer during transmission.

Timeframe for Processing Requests

The Company requires ten (10) business days to provide a Non-Standard Batched Customer Data Report after validating the Customer Consent Forms.

Charge

The Non-Standard Batched Customer Data Report is provided for a charge per report, as set forth in the Schedule of Charges for Rendering Service.

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REQUESTS FOR CUSTOMER DATA

AGGREGATED DATA REPORT

An Aggregated Data Report is a report that provides Aggregated Data and that meets the 15/15 aggregation requirement under the Commission's Rules. "Aggregated Data" means Customer Data, alone or in combination with non-Customer Data, resulting from processing (e.g., average of a group of customers) and/or the compilation of Customer Data of one or more Customers from which all unique identifiers and personal information has been removed. Customer Consent Forms are not required in order to obtain an Aggregated Data Report.

Standard Aggregated Data Reports

A Standard Aggregated Data Report contains Aggregated Data such as usage, revenue, and program participation, and can be generated by the Company using its standard reporting system, as outlined by the Company's geographical data boundaries. The available types and amounts of aggregated data included in the Standard Aggregated Data Report will vary and change from time to time, based upon changes in the availability of such aggregated data from the Company's electronic data systems, as well as changes in the meter type and network technology used to provide gas service and to bill Customers.

- Frequency of Data Collection: Limited to up to thirty-six (36) Months of data, one report annually.
- Method of Transmittal: Standard Aggregated Data Reports will be provided via a secure electronic format.
- Charge: There is no charge for a Standard Aggregated Data Report.
- Timeframe for Processing Requests. The Company requires ten (10) business days to provide a Standard Aggregated Data Report.
- Form: Standard Aggregated Data Reports can be requested by contacting the Company at the following link: <https://www.xcelenergy.com/customersupport/contactusform>. The request must include the name of the requester, requester's company name (if applicable), contact name, address, phone number, and email. The request shall also include a description of the requested Standard Aggregated Data Report which at a minimum includes the requested geographic, time, and aggregated data parameters.

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REQUESTS FOR CUSTOMER DATA

AGGREGATED DATA REPORT - Cont'd

Non-Standard Aggregated Data Reports

A Non-Standard Aggregated Data Report (a) contains Aggregated Data in addition to that available under a Standard Aggregated Data Report that cannot be generated by the Company using its standard reporting system; and/or (b) a Standard Aggregated Data Report for which subsequent ongoing Monthly updates are requested.

- Frequency of Data Collection: Limited to up to thirty-six (36) Months of data, no more frequently than Monthly.
- Method of Transmittal: Non-Standard Aggregated Data Reports will be provided via a secure electronic format.
- Charge. The Non-Standard Aggregated Data Report is compiled based on an hourly charge per report, as set forth in the Schedule of Charges for Rendering Service.
- Timeframe for Processing Requests: The Company requires more than ten (10) business days to provide a Non-Standard Aggregated Data Report, and the timing is dependent on the nature of the request.
- Form: Non-Standard Aggregated Data Reports can be requested by contacting the Company at the following link: https://www.xcelenergy.com/customer_support/contact_us_form. The report request must include the name of the requester, requester's company name (if applicable), contact name, address, phone number, and email. The request shall also include a description of the requested Non-Standard Aggregated Data Report which at a minimum includes the requested geographic, time, and aggregated data parameters.

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NATURAL GAS SERVICE

REQUESTS FOR CUSTOMER DATA

WHOLE BUILDING ENERGY USE DATA REPORT

If requested by a property owner or its authorized agent, the Company will provide a Whole Building Energy Use Data Report containing only whole building energy use data to the property owner or its authorized agent as required by rule 4034. Whole building energy use data is limited to the sum of the Monthly gas use for either all service connections at a building on a parcel of real property or all buildings on a parcel of real property, and that meets the 4/50 aggregation requirement under the Commission's Rules. The property owner and its authorized agent are not allowed to disclose the whole building energy use data except for the purposes of building benchmarking, identifying energy efficiency projects, and energy management. If the 4/50 aggregation requirement is met, Customer Consent Forms are not required for a Whole Building Energy Use Data Report. The additional requirements for requesting a Whole Building Energy Use Data Report and associated forms can be found at the following link: www.xcelenergy.com/energybenchmarking.

In the event the 4/50 aggregation requirement is not met, a Whole Building Energy Use Data Report may still be obtained if valid Customer Consent Forms, which have been accepted through the Company's validation processes, are on file for all Customers to whom the data pertains.

The Company may charge a property owner or its authorized agent for the development of a Whole Building Energy Use Data Report. Such rate shall be determined in the tariff as a Non-Standard Aggregated Data Report. Alternatively, the Company need not charge if the cost to charge a property owner or its authorized agent is greater than the cost to develop a Whole Building Energy Use Data Report.

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GAS TRANSPORTATION TERMS AND CONDITIONS

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GAS TRANSPORTATION TERMS AND CONDITIONS

GENERAL STATEMENT

Gas Transportation Service is subject to the rates, charges, terms, and conditions of Transporter's Gas tariff on file and in effect with the Public Utilities Commission of the State of Colorado (Commission), including these Gas Transportation Terms and Conditions, all of which are subject to termination, change, or modification, in whole or in part, at any time as provided by the rules of the Commission. The following Gas Transportation Terms and Conditions, filed with the Commission as part of Public Service Company of Colorado's (Transporter's) Gas tariff, set forth the terms and conditions under which Gas Transportation Service is provided and govern all classes of such service, and the related transportation rate schedules, in all territory served by Transporter. Gas Transportation Service furnished by Transporter is also subject to the Commission's Rules Regulating Gas Utilities and Pipeline Operators and other applicable provisions of Transporter's Gas tariff.

Capitalized terms other than proper names not defined in these Gas Transportation Terms and Conditions shall have the definition set forth in the Rules and Regulations Applicable to All Natural Gas Services section of the Company's Gas tariff. In the event conflict exists between these Gas Transportation Terms and Conditions and the Rules and Regulations Applicable to All Natural Gas Services, the Gas Transportation Terms and Conditions shall control for purposes of Gas Transportation Service.

These Gas Transportation Terms and Conditions are applicable to all existing and new Shippers and Receiving Parties taking delivery from Transporter of Gas Transportation Service.

Any waiver at any time of Transporter's rights or privileges under these Gas Transportation Terms and Conditions or under any individual Service Agreement entered into pursuant to this tariff shall not be deemed a waiver as to any right or privilege in any other circumstance or matter.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER, RECEIVING PARTY AND AGENT ACKNOWLEDGEMENTS

All parties taking Gas Transportation Service from Transporter, including Shipper, Receiving Party and Agent, acknowledge the foregoing General Statement, as well as the following:

- 1) All Gas Transportation Service provided to Shipper and the Receiving Party by Transporter is for the benefit of the Receiving Party, and in the event that timely payment is not made for any service, or any rule or regulation of Transporter or the Commission is violated by Shipper, Receiving Party or Agent, all service provided shall be subject to suspension or termination in accordance with Transporter's Gas tariff;
- 2) Shipper is responsible for obtaining Shipper's Gas for tender to Transporter at the Receipt Points, making payment of all costs of such gas from sources other than Transporter, nominating quantities at Receipt Points and Delivery Points, managing Imbalances of Gas, and otherwise complying with its Service Agreement and Transporter's Gas tariff. If Shipper fails to comply with the terms of its Service Agreement, these Gas Transportation Terms and Conditions, and other Gas tariff obligations or agreements with Transporter, Transporter shall not be required to provide Transportation Service.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS

Agent - A third party who has the authority under a duly executed Agency Agreement to exercise certain or all rights and/or perform certain or all obligations set forth in the Service Agreement for the benefit of the Shipper(s) and/or for the benefit of the Receiving Party(ies). The Agent and the Shipper may be one and the same.

Agency Agreement - An agreement between a Shipper and its Agent and/or between a Receiving Party and its Agent.

Allocation(s) - The determination of gas quantities at Receipt Point(s) and Delivery Point(s).

Backup Reservation Quantity - The maximum daily quantity of Backup Sales Service Natural Gas that a Shipper, with a Firm Gas Transportation Service Agreement, may purchase from Transporter. The applicable maximum quantities will be set forth in Shipper's Service Agreement or amendments thereto.

Balancing - Shipper's obligation, whether or not delegated to an Agent, to match physical quantities of Shipper's Gas with the Scheduled Quantities at the Receipt Point(s) and Delivery Point(s) and to balance (or make equal) monthly and daily receipt and delivery quantities, as required under this tariff.

Capacity Interruption or Interruption - The discontinuance of Transportation Service due to Transporter's inability to provide such service due to capacity constraints on Transporter's System or other operational reasons.

Category One Receipt Point List - A designation contained on the Master Point List (found in Transporter's EBB) indicating those point(s) available for Shippers to tender Gas to Transporter on an interruptible basis.

Category Two Receipt Point List - A designation contained on the Master Point List (found in Transporter's EBB) indicating those unique point(s) available for Shippers to tender gas to Transporter on an interruptible basis that may be available from time-to-time. These points may require Transporter to provide Transportation Service by displacement and, therefore, must be approved in advance by Transporter.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Central Clock Time or CCT - Central Standard Time except for that period when daylight savings time is in effect. During this daylight savings time period, CCT shall mean Central Daylight Time.

CIG TF Transportation Rate - The maximum transportation commodity rate (per Dth), including applicable charges for fuel, lost and unaccounted for gas, and all other applicable surcharges and fees in effect from time to time for firm transportation service under Rate Schedule TF-1, or successor rate schedule, of Colorado Interstate Gas Company's (CIG) Federal Energy Regulatory Commission gas tariff.

CIG TI Transportation Rate - The maximum transportation commodity rate (per Dth), including applicable charges for fuel, lost and unaccounted for gas, and all other applicable surcharges and fees in effect from time to time for 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.

Confirmed Quantity(ies) - The quantity of gas that has been nominated by a Shipper and, in whole or in part, been approved by the Interconnecting Party or Transporter for transportation on Transporter's System for a specific Gas Day.

Contract Year - The annual period from May 1 through the following April 30, or such other period as specified by Transporter in the Service Agreement.

Default Imbalance - An unresolved cumulative under-delivery Imbalance for the current Month that exceeds 50% of the current Month deliveries as of any Gas Day after the tenth Day of the Month.

Delivery - Transporter's action of delivering Gas from Transporter's System to the Shipper and/or the Receiving Party at the Interconnect between Transporter's System and the facilities of the Shipper and/or the Receiving Party.

Delivery Point(s) - The point(s) where Transporter delivers Gas to the Receiving Party for Shipper's account.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Electronic Bulletin Board or EBB - Transporter's Electronic Bulletin Board available on Transporter's designated interactive internet website that contains data and informational elements, including those as described in these Gas Transportation Terms and Conditions.

Fuel, Lost and Unaccounted-For Gas or FL&U - A quantity of gas equal to that lost and unaccounted for in Transporter's System, stated in terms of a percentage of the quantities received into Transporter's System, computed and adjusted annually for each calendar year as set forth in the applicable Transportation Rate Schedule.

FL&U Percentage - Transporter's total system fuel and loss quantities adjusted for Transporter-owned storage, plant fuel, and gas shrinkage for the twelve (12) months ending June 30.

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

Gas Day - A period of twenty-four (24) consecutive-hours beginning and ending at 9:00 a.m. CCT. The reference date for any Gas Day shall be the date at the beginning of such 24-hour period.

Gas Transportation Service or Transportation Service - Any services related to the transportation of gas provided by Transporter to a Shipper or Receiving Party pursuant to Transporter's Gas tariff and the applicable Service Agreement.

Imbalance - The difference between the quantity of Shipper's Gas tendered by Shipper at the Receipt Point(s) (less FL&U) and the quantity of Shipper's Gas delivered by Transporter at the Delivery Point(s) to Shipper or for Shipper's account to the Receiving Party.

Imbalance Resolution Gas - The quantity of Gas necessary to correct a current Month Imbalance between Shipper and Transporter.

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GAS TRANSPORTATION TERMS AND CONDITIONS

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Index Price One - A gas commodity market index price equal to the highest reported "Weekly Weighted Average Price" for CIG Rocky Mountains, as published by *Platts Gas Daily* on the first Business Day of each week of a four-week period, where the first applicable "Weekly Weighted Average Price" for each such four-week period includes the fourth (4th) calendar day of the Month. Should *Platts Gas Daily* become unavailable, Transporter shall determine the highest weekly average index price based on information posted in a similar publication.

Index Price Two - A gas commodity market index price equal to the lowest reported "Weekly Weighted Average Price" for CIG Rocky Mountains, as published by *Platts Gas Daily* on the first Business Day of each week of a four-week period, where the first applicable "Weekly Weighted Average Price" for each such four-week period includes the fourth (4th) calendar day of the Month. Should *Platts Gas Daily* become unavailable, Transporter shall determine the lowest weekly average index price based on information posted in a similar publication.

Interconnect - A point at which any non-Transporter owned facility, including, but not limited to, third-party-owned pipelines, plants, and gathering systems, connects with Transporter's System.

Interconnection Agreement - An agreement between Transporter and a third party that contemplates construction, payment for construction, ongoing operation and maintenance, and other obligations between the parties at an Interconnect.

Interconnecting Party(ies) - The Operator of the non-Transporter owned facilities at the Interconnect.

Local Distribution Company or LDC Customer - Any Shipper that is interconnected with and receives gas deliveries from Transporter, other than an interstate pipeline or an intrastate transmission pipeline, and is engaged in the sale and distribution of Gas for end-user consumption. An LDC may also perform transportation services for its end use customers, and/or for another LDC and/or its end use customers, as authorized under its effective Colorado jurisdictional tariffs.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Maximum Daily Quantity or MDQ - The maximum daily quantity of Gas that Transporter agrees to deliver at each Delivery Point as agreed by the parties. The Maximum Daily Quantity shall be established at a level intended to represent no less than the Receiving Party's actual daily usage requirements at each Delivery Point. This term is used interchangeably with Peak Day Quantity, or PDQ, as well as Maximum Daily Transportation Quantity, or MDTQ.

Master Point List - A listing of all currently available Receipt Points as provided on Transporter's EBB.

Maximum Allowable Operating Pressure or MAOP - The maximum pressure under which Transporter's System may operate on any segment or at any point.

Mountain Clock Time or MCT - Mountain Standard Time except for that period when daylight savings time is in effect. During this daylight savings time period, MCT shall mean Mountain Daylight Time.

Measurement Error - An error caused by a defect or malfunction in gas measurement communication instrumentation or an unintentional human error in the retrieval, entry, processing, calculation, posting or transcribing of volumetric data, resulting in the posting/billing by Transporter of an incorrect quantity of gas delivered to a Shipper.

Month - The period beginning at 8:00 a.m. Mountain Clock Time (9:00 AM CCT) on the first day of a calendar month and ending at 7:59 a.m. Mountain Clock Time (8:59 AM CCT) on the same day of the following calendar month.

NAESB Standards or NAESB WGQ Standards - The business practices and electronic communication practices, protocols and processes promulgated by the North American Energy Standards Board (also known as the Wholesale Gas Quadrant or the Gas Industry Standards Board).

Nominations - The physical quantity of gas that a Shipper requests to transport on Transporter's System for a specific Gas Day. Nominations are to be adjusted to include FL&U and shall be made on a Dekatherm basis.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

OFO Tolerance Level - The quantity or percentage of the total transportation quantity specified in an Operational Flow Order that can be under- or over-delivered to an Operational Area by a Shipper during the period of an Operational Flow Order without incurring additional charges.

On Peak Demand Quantity - The maximum daily firm capacity that a Shipper with an Interruptible Gas Transportation Service Agreement may purchase from Transporter, with the applicable maximum quantity set forth in Shipper's Service Agreement or amendments thereto.

Operational Area - Regional areas of Transporter's System consisting of pipeline facilities that receive and deliver Gas that is regularly commingled and interchanged with other gas supplies received and delivered in that Operational Area. Operational Areas are posted on Transporter's EBB. Receiving Parties under a Service Agreement shall be grouped under a specific Operational Area based on their location. The location of Delivery Points shall determine the Operational Area under which the Service Agreement shall be grouped.

Operational Balancing Agreement or OBA - The contract between Transporter and the Interconnecting Party at a Receipt Point or Delivery Point that specifies the balancing procedures to manage Receipt Point and/or Delivery Point variances at an Interconnect.

Operational Flow Order or OFO - An order issued by Transporter as allowed by this tariff to alleviate conditions that threaten or could threaten the safe operation or integrity of Transporter's System or to maintain operations required to provide efficient and reliable Firm Gas Transportation Service, which is issued for all or a specific portion of a Gas Day(s) and covering either a designated Operational Area, or a designated Shipper or group of Shippers within an Operational Area, that Transporter reasonably believes are causing the condition necessitating the OFO.

Operator - The party that controls the movement of gas through an Interconnect.

Primary Receipt Point(s) - Receipt Point(s) specified in the Firm Gas Transportation Service Agreement or amendments thereto as Primary Receipt Point(s) where Receiving Party is entitled to Firm Gas Transportation Service on Transporter's System.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Prior Period Adjustment - A retroactive correction of the Gas quantities received, transported, delivered and/or used as initially accounted-for and reported by Transporter, necessitating a correction of Transporter's transportation service billing for a period of at least one (1) Month, but not to exceed twenty-four (24) Months.

Receipt Point(s) - The Interconnect wherein Transporter receives Gas tendered by or for the account of Shipper for transportation on Transporter's System. Receipt Points are specified in the Service Agreement or amendments thereto and/or in the Master Point List on Transporter's EBB.

Receiving Party(ies) - The party or parties that take delivery of Natural Gas from Transporter at the Delivery Point(s). The Receiving Party(ies)/end-use customer and the Shipper may be one and the same.

Scheduled Quantity(ies) - The quantity of Natural Gas (plus FL&U) that the Shipper nominates, the Operator confirms for Transporter, and Transporter verifies with upstream and downstream parties for Shipper to receive at the Receipt Point(s), and/or the quantity of Natural Gas that Transporter delivers to Shipper (or for Shipper's account) at the Delivery Point(s) for a specific Gas Day.

Secondary Delivery Point(s) - Authorized Delivery Point(s) that is not considered as a Primary Delivery Point(s).

Secondary Receipt Point(s) - Authorized Receipt Point(s) that are not on the Master Point List as Primary Receipt Point(s).

Service Agreement - The agreement entered into between Transporter and the Shipper providing for firm or interruptible transportation of Gas from the Receipt Point(s) through Transporter's System to the Delivery Point(s).

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Shipper - A party who takes Gas Transportation Service on Transporter's System, on either a firm or interruptible basis. In addition, an Agent, Shipper, and/or Receiving Party may be one and the same.

Shipper's Gas - Gas for which title is held by the Shipper or the Receiving Party.

System - The pipelines, compressor stations, regulator stations, meters, gas processing facilities and other related facilities owned by Transporter utilized in providing Transportation Services.

Transporter - Public Service Company of Colorado, also sometimes referred to as the Company.

Unauthorized Overrun Penalty - An amount charged to a Shipper in the event a Shipper's deliveries exceed an OFO Tolerance Level and to an Interruptible Transportation Shipper transporting Gas above its On Peak Demand Quantity in the event of an Interruption.

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION SERVICE OPTIONS

Firm Transportation Service

Firm Transportation Service consists of the reservation of firm capacity on Transporter's System and the transportation of Shipper's Gas on Transporter's System from a Shipper's Receipt Point(s) to its Delivery Point(s) on a firm basis. The terms of Firm Transportation Service provided to a Shipper, as well as any Backup Sales Service provided to Shipper, shall be as set forth in the Shipper's Firm Gas Transportation Service Agreement or amendments thereto and Transporter's Gas tariff.

Backup Sales Service Option

The Backup Sales Service option, if selected by Shipper and approved by Transporter, allows a Shipper taking Transporter's Firm Transportation Service to pay a reservation charge giving Shipper rights to purchase sales gas up to Shipper's Backup Reservation Quantity. The Backup Sales Service option shall be made available to Shipper for and on behalf of the Receiving Party only.

A Shipper requesting to enter into or revise a Service Agreement to add the Backup Sales Service option shall submit either a Request for Transportation Service or a Request to Amend/Change Transportation Service Agreement, specifying the requested Backup Reservation Quantity. The Backup Reservation Quantity shall not be greater than the MDQ requested by the Shipper and approved by Transporter for Firm Transportation Service.

In general, it is preferable that requests for the Backup Sales Service option be submitted with sufficient time to begin such service on May 1. Transporter will review Requests for the Backup Sales Service option on a first-come, first-served basis, based upon the date of receipt of the request. Requests for the Backup Sales Service option, and the associated requested Backup Reservation Quantity, shall be approved or denied by Transporter in writing, at its sole discretion, within sixty (60) days of the receipt thereof. Transporter approval will specify the form of security required, if any, consistent with the Security for Gas Transportation section of these Gas Transportation Terms and Conditions.

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION SERVICE OPTIONS - Cont'd

Backup Sales Service Option - Cont'd

The agreed Backup Reservation Quantity shall be set forth in Shipper's Firm Gas Transportation Service Agreement or amendments thereto. Transporter will commence the Backup Sales Service option after it determines that sufficient supplies are available, but no earlier than the first Gas Day of the following Month.

In order to purchase Natural Gas from Transporter under the Backup Sales Service option, Shipper must nominate requested quantities for the Month in accordance with Transporter's Nomination procedures. Shippers may only nominate Backup Sales Service gas quantities up to Shipper's Backup Reservation Quantity.

By approving a request for the Backup Sales Service option, Transporter will not be obligated to stand ready to provide Backup Sales Service at a level above the Backup Reservation Quantity reserved. The availability of the Backup Sales Service option to any Shipper, including LDC Customers, shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Transporter and the Shipper or any amendment thereto, and otherwise may be denied by Transporter in its sole discretion.

Interruptible Transportation Service

Interruptible Transportation Service consists of the transportation of gas on Transporter's System from a Shipper's Receipt Point(s) to its Delivery Point(s) on an interruptible basis. Interruptible Transportation Service is subject to availability of System capacity in Transporter's System. Should Transporter, in its sole judgment, determine that adequate System capacity is unavailable, then Shipper is subject to immediate Interruption of Transportation Service. The terms of Interruptible Transportation Service provided to a Shipper, as well as any On Peak Demand Quantity provided to Shipper, shall be as set forth in the Shipper's Interruptible Gas Transportation Service Agreement or amendments thereto and Transporter's Gas tariff.

Transportation service under this schedule is interruptible and is subject to immediate discontinuance to Shipper by Transporter in accordance with the Service Agreement. Whenever circumstances reasonably permit, Transporter will endeavor to give Shipper advance notice of Interruption of Transportation Service, and Shipper shall ensure that each Receiving Party shall immediately discontinue the use of Gas as directed by Transporter.

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION SERVICE OPTIONS - Cont'd

Interruptible Transportation Service - Cont'd

If the Receiving Party fails to discontinue the use of Gas as provided herein, Transporter may discontinue service to the Receiving Party by physically shutting off the gas supply. In addition, during an Interruption a Shipper transporting Gas above its On Peak Demand Quantity (as set forth below) shall be subject to Unauthorized Overrun Penalties. Authorized representatives of Transporter shall have at all times the right of ingress and egress to Receiving Party's premises. Upon determination by Transporter that the necessity for Interruption has ceased, Gas Transportation Service shall be resumed.

On Peak Demand Quantity

Shippers receiving Interruptible Transportation Service have the option to contract, on behalf of a Receiving Party, for firm capacity that is not subject to Interruption. Shippers entering into or amending Interruptible Gas Transportation Service Agreements may request an On Peak Demand Quantity. Commitments for an On Peak Demand Quantity shall be at the option of Transporter, dependent upon the sufficiency of pipeline and System capacity with respect to the requirements of Transporter's other firm gas sales Customers and firm Shippers. Such quantities shall be requested and approved in accordance with the Initiating and Amending Gas Transportation Service section of these Gas Transportation Terms and Conditions. The maximum daily On Peak Demand Quantity to be supplied to each Receiving Party for any Delivery Point shall be as specified in the Service Agreement or amendments thereto.

Upon approval of the On Peak Demand Quantity, Shipper may nominate firm capacity up to the On Peak Demand Quantity specified in Shipper's Service Agreement or amendments thereto. Such Nominations shall be made in accordance with Transporter's Nomination procedures.

Transporter may accept or reject Nominations in excess of the On Peak Demand Quantity at its discretion. Accepted Nominations in excess of the On Peak Demand Quantity shall be made available on an interruptible basis.

INITIATING AND AMENDING GAS TRANSPORTATION SERVICE

Initiating or amending Gas Transportation Service with Transporter shall be subject to all of the following requirements:

Request for Transportation Service

Shipper shall submit to Transporter a fully completed (i) Request for Gas Transportation Service in the form attached to these Gas Transportation Terms and Conditions and (ii) Gas Transportation Credit Application found on Transporter's EBB.

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GAS TRANSPORTATION TERMS AND CONDITIONS

INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

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Request for Transportation Service - Cont'd

To determine whether capacity is available on Transporter's System to provide the requested Gas Transportation Service, Transporter will consider the existing and proposed methods of delivering and receiving gas through its System, the requirements of Rule 4206 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, and the overall needs of existing customers on Transporter's System.

The request will either be approved or denied by Transporter in writing within thirty (30) days of the receipt thereof and of all required documents and information from Shipper in the timeframes set forth herein. If, however, Shipper is requesting the Backup Sales Service option, the request will either be approved or denied by Transporter in writing within sixty (60) days of the receipt thereof.

Transporter approval will also specify the form of security required, consistent with the Security for Gas Transportation section of these Gas Transportation Terms and Conditions.

If Transporter provides notice that additional facilities to provide service to Shipper are required as a condition for approval, Transporter will provide the information specified in the New or Additional Facilities section of these Gas Transportation Terms and Conditions. Where not otherwise governed by an agreement under Transporter's Distribution Extension Policy (Gas), the Shipper's or Receiving Party's terms of construction will be set forth in the Service Agreement, Interconnect Agreement, or other written agreement with Transporter.

Upon Transporter approval of a Request for Gas Transportation Service, Transporter shall tender to Shipper or Receiving Party an executable Service Agreement. A Service Agreement can only cover the Transporter Balancing Option or the Shipper Daily Balancing Option, but not both. Unless otherwise agreed, Gas Transportation Service is only available for a minimum period of one (1) year commencing on an effective date set forth in the applicable Service Agreement, and continuing from year to year thereafter, until canceled in accordance with the Service Agreement, the applicable rate schedule and Transporter's Gas tariff, including these Gas Transportation Terms and Conditions.

Within thirty (30) days of Shipper's receipt of an executable Service Agreement from Transporter, Shipper shall execute and deliver to Transporter such Service Agreement. Shipper must also, within that same timeframe, establish and maintain sufficient security as set forth in the

Security for Gas Transportation Service section of these Gas Transportation Terms and Conditions. If Transporter has not received an executed Service Agreement within the required time, Transporter has the right to withdraw or reject the Service Agreement.

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GAS TRANSPORTATION TERMS AND CONDITIONS

INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

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Request for Transportation Service - Cont'd

Transporter shall endeavor to establish and provide service within the time specified in the Request for Gas Transportation Service, but shall not be obligated to do so.

If a Request for Gas Transportation Service is denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the Request for Gas Transportation Service acceptable. Transporter will retain records of the rejection notice for two (2) years.

If a party tenders Gas onto the System without a corresponding Service Agreement, and the Gas meets Gas Quality specifications in Transporter's Gas tariff, such party is subject to Transporter's Gas tariff then in effect upon Transporter's receipt of such Gas. All such Gas received onto Transporter's System shall become the property of Transporter immediately.

Amending Transportation Service

To amend its Transportation Service, Shipper shall submit to Transporter a fully completed Request for Amendment/Change Notification to Gas Transportation Service Agreement in the form attached to these Gas Transportation Terms and Conditions and available on Transporter's EBB. The request will either be approved or denied by Transporter in writing within thirty (30) days of the receipt thereof and of all required documents and information from Shipper in the timeframes set forth herein, except where Shipper is requesting the Backup Sales Service option as set forth in the Backup Sales Service Option section of these Gas Transportation Terms and Conditions. Transporter approval will also specify the form of security required, consistent with the Security for Gas Transportation section of these Gas Transportation Terms and Conditions.

If Transporter provides notice that additional facilities to provide service to Shipper are required as a condition for approval, Transporter will provide the information specified in the New or Additional Facilities section of these Gas Transportation Terms and Conditions. Where not otherwise governed by an agreement under Transporter's Distribution Extension Policy (Gas), the Shipper's or Receiving Party's terms of construction will be set forth in the Service Agreement, Interconnect Agreement, or other written agreement with Transporter.

Upon Transporter's approval of an amendment, and receipt of any additional required Security, the changes requested by the amendment will be reflected on the EBB and will be considered to be part of the Service Agreement. Transporter shall endeavor to establish and provide service within the requested timeframe, but shall not be obligated to do so.

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GAS TRANSPORTATION TERMS AND CONDITIONS

INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

Amending Transportation Service - Cont'd

If a requested amendment is denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the requested amendment acceptable. Transporter will retain records of the rejection notice for two (2) years.

SECURITY FOR GAS TRANSPORTATION SERVICE

Except to the extent Transporter agrees to accept unsecured credit, any Shipper requesting or receiving Gas Transportation Service shall be required to post security as a condition of service in an amount and form that is acceptable to Transporter.

Eligible security may include cash deposits, an irrevocable standby letter of credit, or parental guaranty in a form and from an issuing entity acceptable to Transporter, or other security acceptable to Transporter. Any unsecured credit offered to Shipper will be based on Transporter's review of Shipper's financial statements, senior unsecured long-term debt (un-enhanced by third party support), any third party credit ratings (e.g., Moody's, Standard & Poor's/S&P, or Fitch), recent payment history, and/or other information relating to Shipper's creditworthiness.

Shipper grants to Transporter a first priority, continuing security interest in, lien on and right of set-off against all security provided hereunder. Any security required hereunder shall not be considered as advance payment or partial payment of any bill for service, but as a prerequisite for service, or continued service, and shall not be transferable to another Shipper. Transporter may apply the security against unpaid Shipper bills for service received only in the event service for the account on which the security was being held is discontinued or otherwise terminated.

The amount of security required as a condition of service shall not exceed the sum of the applicable Gas Transportation charges for the highest three (3) months of estimated usage. However, in instances where such service requires the development of new facilities or expansion of the system, Transporter may require additional credit assurance based on the projected cost of such new facilities or expansion capacity. Additional security may also be required from an existing Shipper if Transporter reasonably determines that changes in the Shipper's financial condition or an increase in Shipper's gas transportation business with Transporter warrants such increase.

Refunds to Shippers of service deposits will be made when (i) service ends and all outstanding bills have been paid; or (ii) Shipper establishes an alternate form of security in a form and amount acceptable to Transporter, whichever is earlier.

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SECURITY FOR GAS TRANSPORTATION SERVICE - Cont'd

Interest will be paid on cash deposits at a rate equal to the effective customer deposit interest rate established by the Commission. The interest rate is subject to change January 1st of each year in accordance with the rules of the Public Utilities Commission of the State of Colorado. Interest will be paid either upon refund of the prepayment or once annually as requested in writing by the Shipper.

NEW OR ADDITIONAL FACILITIES

The parties must mutually agree to install any new or additional facilities that may be required to accomplish Gas Transportation Service hereunder. Transporter will install necessary extension facilities and provide cost information and associated extension facility agreement(s) in accordance with the Gas Distribution Extension Policy set forth in the Gas tariff's Rules and Regulations Applicable to All Natural Gas Services.

Where additional facilities are needed beyond those addressed in the Distribution Extension Policy (Gas), Transporter will inform Shipper of the full installation cost to be borne by the Shipper, security required consistent with the Security for Gas Transportation Service section of these Gas Transportation Terms and Conditions, and any related monthly specific charges or other miscellaneous charges associated with said facilities.

Shipper shall have sixty (60) days from the date of said notification in which to approve the expenditure for such facilities in writing. Should Shipper decide not to approve the installation of said new or additional facilities, Transporter shall have the right to withdraw or terminate the Service Agreement or Interconnection Agreement, or requested amendment, as applicable.

If Shipper approves the installation of new or additional facilities in writing, Shipper shall compensate Transporter as agreed. All facilities installed by Transporter shall continue to be owned, operated, and maintained by Transporter unless otherwise agreed in writing between the parties.

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GAS TRANSPORTATION TERMS AND CONDITIONS

COMMUNICATION LINE INSTALLATION AND MAINTENANCE

Except as otherwise provided below, Shipper shall be responsible for installation and maintenance costs associated with communication equipment compatible with Transporter's communication equipment required by Transporter for electronic reporting of measurement data. Shipper shall provide such communication equipment prior to initiation of Transportation Service by Transporter. Shipper shall coordinate installation of the communication equipment with Transporter. Communication equipment will not be required for deliveries through meters owned by an LDC Customer for subsequent distribution within the LDC Customer's service area, except in situations where Transporter requires that the LDC Customer install communication equipment. Transporter shall be responsible for installation and maintenance costs associated with gas measurement communication instrumentation required for operational and billing purposes.

Shipper will provide and maintain a communication line to the meter via conduit that is compatible with Transporter's electronic instruments, suitable underground cable, or properly mounted outdoor grade wire of sufficient length to extend to the meter index, plus an additional five (5) feet for wiring of the instruments prior to initiation of service by Transporter.

For Firm Gas Transportation Services, the gas measurement communication instrumentation must be able to dial out to Transporter when in alarm condition without any potential of interruption from internal customer non-transportation communications equipment, such as fax machines, shared switching devices, digital packets, voice mail, or computer modems.

For Interruptible Gas Transportation Service, Shipper shall provide a dedicated communication line to the meter. The gas measurement communication instrumentation must allow dial in/out to Transporter when in alarm condition without any potential of interruption from internal customer non-transportation communications equipment, such as fax machines, shared switching devices, digital packets, voice mail, or computer modems.

Communication wire installation will be subject to National Electric Safety Code requirements. Shipper will maintain the communication equipment in good working order and Shipper shall cause any interruption in service over the communication line to be repaired as soon as possible. Shipper will notify Transporter in advance of any planned outages.

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GAS TRANSPORTATION TERMS AND CONDITIONS

COMMUNICATION LINE INSTALLATION AND MAINTENANCE - Cont'd

In the event the communication line is out of service for a period of more than five (5) days, and Transporter determines that such out-of-service condition is the result of a communication line failure, Transporter 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 thirty (30) day correction period identified by Transporter in its written notification. The grant of the thirty (30) day correction period does not affect the Shipper's requirement to comply with an OFO. During the period from the date when the communication line became inoperative to the end of the thirty (30) day correction period specified in Transporter's written notification to Shipper, Shipper shall continue to be responsible for making transportation Nominations in accordance with Transporter's Nomination procedures.

Shipper will be charged Trip Charges and other related charges that may be applicable as provided under the Schedule of Charges for Rendering Service for each site trip by Transporter relating to a communication line failure, unless otherwise agreed in writing by Transporter. Consumption during the period of the communication line failure will be prorated on a daily basis. If the communication line is not made operative within the period designated in Transporter's written notification, then Transporter shall treat all Gas delivered subsequent to the thirty (30) day correction period specified in Transporter's written notification as sales Gas subject to the Interruptible TI Sales Charge for Interruptible Transportation Service, and to the Interruptible TFS or TFL Sales Charge for Firm Transportation Service, in addition to all other applicable charges under the Gas tariff. Such treatment shall end on the date Customer's communication line is operative. For the time period Shipper is on the Interruptible TI Sales Charge or the Interruptible TFL or TFS Sales Charge, Transporter will not accept transportation Nominations for the affected Receiving Party.

AGENTS

A Receiving Party or Shipper may enter into an Agency Agreement by which a designated Agent will manage Gas Transportation Service on behalf of and for the benefit of the Receiving Party and/or Shipper, consistent with the requirements of these Gas Transportation Terms and Conditions and the Agency Agreement.

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GAS TRANSPORTATION TERMS AND CONDITIONS

AGENTS - Cont'd

Agent Where Receiving Party Has Signed Service Agreement

Where a Receiving Party has executed its own Service Agreement with Transporter, and therefore becomes a Shipper, said Shipper may delegate to a third party, the Agent, authority to exercise certain or all rights and/or perform certain or all obligations of Receiving Party as related to Gas Transportation Service by providing an executed Agency Agreement to Transporter. Such agency shall be effectuated by providing an executed Agency Agreement to Transporter in the form provided herein "for use when Receiving Party has executed Service Agreement."

Agent Where Receiving Party Delegates Signing of Service Agreement

A Receiving Party may delegate to a third party, the Agent, authority to exercise all rights and to perform all obligations of Receiving Party as related to Gas Transportation Service by providing an executed Agency Agreement to Transporter. Such agency shall be effectuated by providing an executed Agency Agreement to Transporter in the form provided herein "for use when Agent has executed Service Agreement." The Receiving Party's Agent may enter into the Service Agreement, thereby becoming the Shipper for purposes of these Gas Transportation Terms and Conditions. Receiving Party shall be bound by the terms and conditions of the Service Agreement as if Receiving Party had signed said agreement directly.

Agent for Multiple Receiving Parties

A Shipper may simultaneously act as Agent for multiple Receiving Parties. However, a Receiving Party may not delegate to more than one (1) Agent the same rights and/or obligations at the same time for the same Delivery Points.

Term of Agency and Change in Agent

The first time a Receiving Party delegates to an Agent under a Service Agreement:

- (a) Where the Receiving Party has signed the Service Agreement, any designation of an Agent via an Agency Agreement shall be for a minimum term of one (1) calendar month and must start on the first day of a calendar month and, when terminated, must end on the last day of a calendar month.
- (b) Where the Agent has signed the Service Agreement as authorized by the Receiving Party, the designation of an Agent via an Agency Agreement shall be for a minimum term of one (1) calendar month and can start on any day of a calendar month and, when terminated, must end on the last day of a calendar month.

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GAS TRANSPORTATION TERMS AND CONDITIONS

AGENTS - Cont'd

Term of Agency and Change in Agent - Cont'd

Transporter will assume such Agency Agreement remains in effect until it has been notified that the Agency Agreement is terminated or until the Agency Agreement is otherwise terminated or revoked in accordance with these Gas Transportation Terms and Conditions.

Unless otherwise agreed by Transporter, a Receiving Party may switch its agent with four (4) business days' advance notice, with any change taking place on the first day of the next calendar month, at which time the prior Agency Agreement will be deemed terminated by Transporter. Where Receiving Party wishes to terminate an Agency Agreement in order to transition to holding its own Service Agreement or to transfer to sales service, Shipper or Receiving Party shall provide Transporter no less than fifteen (15) days' advance written notice, with such termination to be effective upon the first day of the calendar Month immediately following such fifteen (15) day notice period, unless otherwise agreed by Transporter. Receiving Party's Agent, if any, is required to notify the Receiving Party of the change. The Shipper or Receiving Party shall provide Transporter with responsible party information, if known.

Responsibilities of Agent

Agent shall act on Receiving Party's or Shipper's behalf in obtaining and managing Transporter's Gas Transportation Services, and all rights and obligations of Receiving Party are delegated to Agent unless otherwise specified in the Agency Agreement. Transporter may make available to Agent, without further notice to Receiving Party, the Receiving Party's daily transportation quantities, historical Natural Gas utilization information, and other Transportation Service-related information of Receiving Party, unless otherwise specified in the Agency Agreement. Agent shall continue to act for Receiving Party in obtaining and managing Gas Transportation Services as allowed by the Agency Agreement for so long as the Agency Agreement remains in effect.

Agent Communications and Actions

Transporter shall have the right to rely on communications and actions of the Agent. All communications and actions by Agent shall be deemed communications with or actions by the Shipper and/or Receiving Party.

Agency Liability

Notwithstanding any other liability provisions of the Gas tariff, Shipper and/or Receiving Party shall indemnify and hold Transporter harmless from suits, actions, costs, losses and expenses (including attorney fees) arising from claims associated with Transporter's reliance on communications and actions of Agent.

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AGENTS - Cont'd

Receiving Party Contact List

As requested by Transporter, each party holding a Service Agreement shall provide Transporter an updated list identifying the current contact person, telephone number, email address, and mailing address for that party and for each Receiving Party for whom the holder of the Service Agreement is an Agent under that Service Agreement. This list shall allow Transporter to provide periodic notices to and facilitate communications with Shippers and Receiving Parties as needed.

Failure to Act

Should the Agent fail to act and meet the rights and obligations of the Shipper and/or Receiving Party under the Service Agreement as required by the Agency Agreement, the Shipper and/or Receiving Party, as applicable, shall remain responsible for all their rights and obligations under the Service Agreement, these Gas Transportation Terms and Conditions, and other Gas tariff obligations or agreements with Transporter.

Transporter Right to Revoke Agency Agreement

An Agency Agreement may be revoked by Transporter in the event of Agent's suspension or termination for cause as set forth in these Gas Transportation Terms and Conditions.

Survival

All obligations of Shipper and Receiving Party to Transporter with respect to Gas Transportation Service provided by Transporter under an ongoing Service Agreement shall survive suspension, termination or revocation of a related Agency Agreement.

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GAS TRANSPORTATION TERMS AND CONDITIONS

ELECTRONIC BULLETIN BOARD

Transporter has established an EBB interactive internet website to provide information concerning its Gas Transportation Service, tariff, rates, Service Agreements and Imbalance measurement. Transporter's EBB is available for use by the public, if the user has compatible equipment for electronic transmission of data. Certain data accessible through Transporter's EBB for Shipper use may be secured, confidential data that is not generally available for public use. Transporter's EBB shall contain at a minimum the following information:

- a) The Master Point List including certain data related thereto.
- b) Any Open Season information for expansion projects.
- c) Critical operational notices, including required OFO actions.
- d) Imbalance trade information, when available.
- f) Access, limited by Shipper, to Transporter's nomination and scheduling system.
- g) Other informational postings.

Accuracy of EBB Information

Transporter shall use reasonable efforts to ensure the accuracy of the information presented on the EBB. However, Transporter makes no representation or warranty of any kind to any person concerning the use of the EBB including, without limitation, the accuracy of any posted information and, notwithstanding any other liability provision of the Gas tariff, shall not be liable to any person for damages including, without limitation, any special incidental, or consequential damages which may arise in connection with Transporter's or any third-party's posting of information on the EBB or as a result of any person's use, abuse or misuse of Transporter's EBB. Transporter will correct its own data errors upon receipt of notice and confirmation of such errors.

Confidential Information

Certain information contained on Transporter's EBB may be confidential. Any person accessing the EBB shall not reproduce, disclose or otherwise make available to any individual, Transporter, corporation, partnership or other third party confidential information relating to any other person, unless authorized. Transporter makes no representation or warranty of any kind in the event a user of the EBB discloses such confidential information, and has no liability for any such disclosure.

Continued availability of EBB

Transporter reserves the right to add, modify or terminate the EBB website functions at any time.

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION OPERATING CONDITIONS INCLUDING PRESSURE

Transporter shall only be responsible for the maintenance and operation of its System and shall not be responsible for the maintenance and operation of any other third party-owned equipment, properties, or facilities that are connected to Transporter's System.

Pressure at Receipt Point(s)

Shipper shall tender or cause Gas to be tendered to Transporter at the Receipt Point(s) at a pressure sufficient to allow the Gas to enter Transporter's System. Transporter may, at its election, publish segment or point MAOP on the EBB.

Pressure at Delivery Point(s)

Unless otherwise agreed in writing, Transporter shall cause the Gas to be delivered at each Delivery Point(s) at such pressure as may prevail from time to time in Transporter's System. If mutually agreed in writing, Transporter may, but is not required to, commit to a minimum and/or maximum delivery pressure.

Hourly Receipt and Delivery Quantities

Shipper shall cause Gas to be tendered to Transporter by the Interconnecting Party(ies) at the Receipt Point(s) at a constant hourly rate throughout the day equal to a flow rate of 1/24 of the daily Scheduled Quantity. If Gas is tendered to Transporter at the Receipt Point(s) by the Interconnecting Party(ies) at an inconsistent, variable rate and Transporter's operations are negatively affected, Transporter shall have the authority to restrict Shipper's receipt quantities and/or to adjust and/or restrict the Confirmed and Scheduled Delivery Quantities at the Delivery Point for the Shipper's account to a daily amount equal to the rate of gas tendered at the Receipt Point(s) by the Interconnecting Party.

Upon request of Transporter, Shipper may be required to provide estimates of hourly, daily, Monthly and annual quantities of Gas to be transported, including peak hour and peak day expected requirements.

Open Season

At its election, Transporter may undertake construction activities to expand its System. Transporter may, but is not required to, hold an Open Season to support such System expansion. If Transporter elects to hold an Open Season, Transporter will solicit bids (binding or non-binding). Bids accepted under an Open Season must adhere to Transporter's minimum bid criteria, which will be provided during the Open Season process. Bids will be awarded to a bidder who offers the highest economic value and who has established sufficient creditworthiness.

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GAS TRANSPORTATION TERMS AND CONDITIONS

GAS QUALITY FOR GAS TRANSPORTATION SERVICE

Prior Approval of Gas Quality Facilities

Transporter may request to approve the design and construction of any facilities to be installed by any party, in order to comply with the Gas quality specifications in the Natural Gas Standards section of the Rules and Regulations Applicable to All Natural Gas Services portion of the Gas tariff, prior to such facilities being placed into service. Such approvals shall not be unreasonably withheld.

Gas Quality Testing

Tests to confirm pipeline quality Gas and to determine the heating value, specific gravity, sulphur, hydrogen sulfide, oxygen, carbon dioxide, water, nitrogen and the content of other constituents in the Gas shall be made using standard and reasonable methods in general use in the Gas pipeline industry.

Processing and Blending

Transporter may, at its reasonable judgment, extract or permit extraction of moisture, inerts, natural gasoline, butane, propane or other hydrocarbons (excluding methane) from said Natural Gas and may retain any substance extracted from it. Transporter, in order to conserve and utilize other available gases, may blend such gases with said Natural Gas. Transporter may subject or permit the subjection of said Natural Gas to compression, liquids removal, dehydration, air blending or other process to such an extent as may be required in its transportation from the Interconnecting Party(ies) to the Delivery Point. Transporter may, at its reasonable discretion, require that some or all of the Gas transported be processed to remove liquid and liquefiable hydrocarbons prior to tender to Transporter at the Receipt Point(s) or may require evidence that satisfactory arrangements have been made for the removal of liquid and liquefiable hydrocarbons at a separation and dehydration and/or processing facility on Transporter's System. In the event of separation, dehydration and processing, Transporter and the Shipper shall determine a mutually agreeable charge for the transportation of liquefiable hydrocarbons. Transporter may, at its election, accept Gas that contains liquids and liquefiable hydrocarbons if such Gas can be blended to meet Transporter's operational requirements.

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GAS TRANSPORTATION TERMS AND CONDITIONS

GAS QUALITY FOR GAS TRANSPORTATION SERVICE - Cont'd

Waiver of Quality Specifications

Transporter may waive one or more of its gas quality specifications at any Receipt Point to accept Gas that does not conform to the required Gas quality specifications, if Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of Transporter's System; (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others; and (3) ensure that such Gas does not adversely affect Transporter's ability to tender Gas for delivery to a downstream pipeline or end user.

Failure to Meet Quality Specifications

In the event that Gas tendered hereunder fails to meet the specifications in this section and Transporter has not agreed to accept Gas, the measuring party shall notify the other party of such failure. Transporter may refuse to accept such Gas. Notwithstanding any other liability provisions of the Gas tariff, the Interconnecting Party that is delivering such gas hereunder shall indemnify Transporter for any injury, damage, loss, or liability caused by such Gas, except to the extent Transporter knowingly and willingly accepts such Gas.

Gas Interchangeability

Gas received by Transporter must be interchangeable from a gas deliverability, merchantability and a gas utilization basis with other gas supplies on Transporter's System. Gas tendered to Transporter at the Receipt Point(s) by the Shipper or for Shipper's account for transportation shall comply with the gas quality provisions of the Gas tariff, including these Gas Transportation General Terms and Conditions and the Rules and Regulations Applicable to All Natural Gas Services, and shall also comply with any additional blending as required by the BTU requirements applicable to the location of the interconnection (i.e., BTU Adjusted or BTU Non-Adjusted Areas). These BTU requirements will be detailed in the Interconnection or other written agreement that relates to the Receipt of Gas into Transporter's System. Because the Gas composition must be known to determine if a gas supply is interchangeable, Transporter reserves the right in all instances to evaluate the composition of Shipper's Gas to determine compatibility and interchangeability with Transporter's System and to have the information necessary to take the action to refuse any Gas which is unacceptable.

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GAS TRANSPORTATION TERMS AND CONDITIONS

GAS QUALITY FOR GAS TRANSPORTATION SERVICE - Cont'd

Odorization

Transporter odorizes Natural Gas on its System to meet the requirements of the Department of Transportation, (DOT), as stated in the Transportation of Natural and Other Gas by Pipeline, Minimum Safety Standards, 49 C.F.R. Section 192.625. Transporter assumes no responsibility for odorization of the Natural Gas after delivery to the Shipper or for Shipper's account. If Shipper or Receiving Party itself has a requirement or obligation to odorize Natural Gas, such Shipper or Receiving Party shall not rely on Transporter's odorization of the Natural Gas to meet any such requirement or obligation.

Gas Quality Liability

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

NOMINATION AND CONFIRMATIONS

This Section sets forth the procedures for nomination and scheduling of receipts and deliveries, and allocation of pipeline system capacity or any portion thereof, among Shippers receiving Gas Transportation Service from Transporter under executed Service Agreements pursuant to this Tariff and transportation arrangements included in Transporter's Gas tariff. These procedures apply regardless of which daily Imbalance management option is chosen by the Shipper.

Subject to prior approval of Transporter, Shipper may request to shift Firm capacity from Primary Receipt Point(s) to Secondary Receipt Point(s) for the period of time designated by Transporter. Shipper forfeits the equal amount of capacity at the Primary Receipt Point(s) that was shifted to the Secondary Receipt Point(s) for the period of time designated by Transporter.

All Nominations must include Shipper-defined begin and end dates, receipt and delivery location, if applicable, quantity adjusted for FL&U, transaction type, and other mandatory data elements included in the NAESB Standards, as well as other business-conditional or mutually agreed-upon data elements. Additionally, the upstream and/or downstream contract information and ranking must be provided for a Nomination to be valid. Transporter shall support a seven-day-a-week, 5-cycle a day Nomination process. Transporter's EBB shall contain documentation about the Nomination process.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Shipper shall make all necessary arrangements with Interconnect Operators and other parties to allow gas receipt into Transporter's System and gas delivery from Transporter's System. Such arrangements shall be compatible with Transporter's System operations.

Nominations and Priority of Service

- a) All nominating Shippers and parties, and confirming Shippers and parties, are responsible for maintaining electronic equipment sufficient to communicate with the nomination and scheduling business processes contained on Transporter's EBB to nominate and schedule Transportation Service and to make other transactions as needed.
- b) Shipper shall nominate to Transporter daily quantity requirements requested to be transported through Transporter's System. These Nominations shall be in accordance with Transporter's nomination and scheduling business processes and procedures on Transporter's EBB, and shall include identification of quantities tendered from the Receipt Point(s) to Transporter by the Interconnecting Party that are requested for delivery to each Operational Area under the Service Agreement.
- c) Daily Nominations will be accepted, confirmed, and scheduled in the following order:
 - 1) Firm Transportation Service at Primary Receipt Point(s).
 - 2) Firm Transportation Service at Secondary Receipt Point(s).
 - 3) Backup Sales Service and On Peak Demand Quantity.
 - 4) Interruptible Transportation Service at Category One Receipt Points.
 - 5) Interruptible Transportation Service at Category Two Receipt Points.
 - 6) Imbalance Resolution Gas for the current Month.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Nominations and Priority of Service - Cont'd

- d) Nominations are subject to approval of Transporter within the nomination and scheduling business processes of Transporter's EBB.
- e) Nominations for Firm Transportation Service at Secondary Receipt Point(s) shall be made in accordance with the nomination and scheduling business processes on Transporter's EBB. Secondary Point use for Firm Transportation Service is considered available on a best efforts basis but, once confirmed, shall be transported as firm. In no event shall Shipper be entitled to more Firm Transportation Service than is provided for under the Service Agreement.
- f) All nominated receipt quantities will be expressed in Dekatherms per day, and shall include FL&U.
- g) Shipper will designate in writing their authorized personnel and alternates and their respective contact information to make and accept Nominations, and will notify Transporter in writing of any future changes of such designation. Shipper shall also provide to Transporter the contact name, email address, and telephone number for each Receiving Party listed in the Service Agreement.
- h) Transporter is not responsible for ensuring that the nominated quantities are actually tendered at the Receipt Point(s).
- i) Nominations will be accepted by Transporter by means of Transporter's EBB. In the event that the Nominations business model accessed through the EBB is unavailable for use in the Nominations procedures, the Nominations will be tendered in a separate writing to Transporter.

Nominations and Scheduling Procedures of Receipts and Deliveries

- a) All Nominations and confirmations are for daily quantities.
- b) Except as provided below for certain Nominations, Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles. Such nomination, confirmation, and scheduling timeline governs the first Gas Day of the Month activity.
- c) All Shipper Nominations requiring Transporter to coordinate across multiple pipelines shall be submitted in accordance with NAESB WGQ Standard 1.3.2. deadlines as may be modified or superseded.

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NOMINATION AND CONFIRMATIONS - Cont'd

Nominations and Scheduling Procedures of Receipts and Deliveries

- a) All Nominations and confirmations are for daily quantities.
- b) Except as provided below for certain Nominations, Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles. Such nomination, confirmation, and scheduling timeline governs the first Gas Day of the Month activity.
- c) All Shipper Nominations requiring Transporter to coordinate across multiple pipelines shall be submitted in accordance with NAESB WGQ Standard 1.3.2. deadlines as may be modified or superseded.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Nomination and Confirmation Deadlines

Cycle

Timely (Day Ahead):

	MCT	CCT
Nomination Deadline	12:00 PM	1:00 PM
Confirmation		
Deadline	3:30 PM	4:30 PM
Scheduled Quantities	4:00 PM	5:00 PM
	8:00 AM	9:00 AM
Start of Gas Flow	next day	next day

Evening (Day Ahead):

Nomination Deadline	5:00 PM	6:00 PM
Confirmation		
Deadline	7:30 PM	8:30 PM
Scheduled Quantities	8:00 PM	9:00 PM
	8:00 AM	9:00 AM
Start of Gas Flow	next day	next day

Intraday 1 (ID1):

Nomination Deadline	9:00 AM	10:00 AM
Confirmation		
Deadline	11:30 PM	12:30 PM
Scheduled Quantities	12:00 PM	1:00 PM
Start of Gas Flow	1:00 PM	2:00 PM

Intraday 2:

Nomination Deadline	1:30 PM	2:30 PM
Confirmation		
Deadline	4:00 PM	5:00 PM
Scheduled Quantities	4:30 PM	5:30 PM
Start of Gas Flow	5:00 PM	6:00 PM

Intraday 3:

Nomination Deadline	6:00 PM	7:00 PM
Confirmation		
Deadline	8:30 PM	9:30 PM
Scheduled Quantities	9:00 PM	10:00 PM
Start of Gas Flow	9:00 PM	10:00 PM

In the event of an occurrence that prevents Transporter from utilizing the process set forth above (e.g., computer or system failure), for the duration of such occurrence, Transporter shall schedule the lesser of the last new nomination received and confirmed or the most recent previously scheduled quantities. Notice of the commencement and termination of any such occurrence shall be posted on Transporter's EBB.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Capacity Allocation Procedure

If, on any Gas Day, Transporter determines that the capacity of its System, or any portion of such System, is insufficient to serve all requests for transportation for that nomination cycle, then Transporter will schedule transportation in accordance with the following sequencing procedures until all available capacity at the constrained location is allocated.

All firm requirements shall be served first. Point rights for Firm Gas Transportation Service will be allocated and scheduled in the following order:

- 1) Primary Receipt Points.
- 2) Primary Delivery Points.
- 3) Secondary Receipt Points.
- 4) Secondary Delivery Points.

After allocation of firm requirements, Point rights will be allocated and scheduled in the following order:

- 1) Interruptible Capacity;
- 2) Imbalance Resolution Gas.

If Transporter determines that its available capacity is reduced due to Force Majeure or required maintenance, Transporter shall allocate all available capacity as follows: Firm Gas Transportation Services shall use MDQ for pro-rata allocations and Interruptible Gas Transportation Services shall use Confirmed Quantities for pro-rata allocations.

Determination of Quantities Transported and Related Allocations at Points

Quantity determinations shall be done in accordance with OBAs, where applicable, at an Interconnect, and in accordance with these Transportation Terms and Conditions, and quantities will be apportioned in Gas Day increments. Subject to a bona fide dispute in writing, Shipper agrees to accept the accounting by Transporter of daily quantities of Shipper's Gas received by Transporter.

Unless otherwise agreed in writing, including through an OBA, allocation to the Shipper's account of the total Gas quantities at the Receipt Point(s), after reduction for FL&U, will be based on the lower of (a) Nominations to Transporter; (b) confirmed Nominations; or (c) identified allocated quantities by Shipper provided by the Interconnecting Party.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Determination of Quantities Transported and Related Allocations at Points - Cont'd

For each Gas Day where Transporter receives gas and/or delivers gas to multiple Shippers at a Receipt and/or Delivery Point and where the total quantities received and/or delivered exceed or fall short of the sum of all affected Shippers' Scheduled Quantities for such Gas Day, Shippers whose quantities are comingled at such Delivery or Receipt Point(s), where the point is not subject to an OBA, have the obligation to accept the pre-determined allocation method in effect for each allocation period for which the Shipper has scheduled deliveries and/or receipts. Transporter shall allocate quantities in accordance with OBAs with the operator of the Receipt Point(s) or Delivery Point(s) to the extent the OBAs are in effect at such points.

Imbalance determinations will be made in accordance with these Gas Transportation Terms and Conditions.

Capacity Interruption and Priority of Service

Transporter shall have the right to interrupt or to decline to schedule the transportation of Gas for Shipper, when necessary, in Transporter's sole discretion, due to lack of capacity, or to test, alter, modify, enlarge, or repair any facility or property comprising a part of its System, or otherwise related to the operation thereof. Unless conditions otherwise warrant, Firm Gas Transportation Service shall have priority over Interruptible Gas Transportation Service. However, if Transporter determines that its available capacity is reduced due to Force Majeure, Firm Gas Transportation Services shall use MDQ for pro rata allocations. Nothing in this section shall limit Transporter's right to interrupt service as necessary in order to ensure System integrity or to reflect the operational characteristics of Transporter's System.

Except in cases of emergency, Transporter shall endeavor to give advance notice to Shipper of its intention to interrupt the transportation of Gas, or to limit the quantity of Gas that may be scheduled, stating in the Notice on the Transporter's EBB or as otherwise provided to Shipper the anticipated timing and magnitude of such Capacity Interruption or capacity restriction. Except as set forth above, Transporter shall have no other responsibilities to Shipper for any such Capacity Interruption or capacity restriction.

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NOMINATION AND CONFIRMATIONS - Cont'd

Capacity Interruption and Priority of Service - Cont'd

The Capacity Interruption or capacity restriction of gas deliveries in whole or in part under this tariff shall not be the basis for claims for damages sustained by Shipper or Receiving Party and Transporter shall have no liability for any losses or damages whatsoever occasioned by Shipper as a result thereof.

In the event capacity use at a point(s) or at a mainline segment must be interrupted or curtailed, all requirements at that point(s) or through that segment shall be interrupted in the following order:

- 1) Interruptible Transportation Service and related service options (lowest to highest rate).
- 2) Imbalance Resolution Gas.
- 3) Firm Transportation Service and related service options (lowest to highest rate).

Confirmation

All confirmation information will be provided to the Shipper. With respect to the Timely Nomination and confirmation process at a Receipt or Delivery Point, in the absence of agreement to the contrary, the lesser of the nominated or confirmed quantities will be the Confirmed Quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the lesser of the Confirmed Quantity or the Scheduled Quantity for the Timely Nomination Cycle (Cycle 1) of the previous Gas Day will be the Confirmed Quantity. Firm Intraday Nominations are entitled to bump scheduled Interruptible service only during Intraday 1 and Intraday 2 Nomination Cycles.

With respect to the processing of requests for increases during the Intraday Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new Confirmed Quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the Scheduled Quantity for the previous Intraday Nomination Cycle will be the new Confirmed Quantity.

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NOMINATION AND CONFIRMATIONS - Cont'd

Confirmation - Cont'd

With respect to the processing of requests for decreases during the Intraday Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new Confirmed Quantity, but in no event, no less than the elapsed-prorated-scheduled-quantity as defined in this section of the Gas Transportation Terms and Conditions. If there is no response to a request for confirmation or an unsolicited confirmation response, the greater of the Confirmed Quantity or the elapsed-prorated-scheduled-quantity will be the new Confirmed Quantity.

If there is no response to a request for confirmation or if there is an unsolicited confirmation response, Transporter shall provide the Shipper with one or more of the following explanations as to why the Nomination failed:

- a) The Transporter did not conduct the confirmation.
- b) The upstream confirming party did not conduct the confirmation.
- c) The upstream service requester did not have the Gas or submit the Nomination.
- d) The downstream confirming party did not conduct the confirmation.
- e) The downstream service provider/requester did not have the market or submit the Nomination.
- f) Other.

Adjustments to Confirmations due to Receipt Point or Delivery Point Underperformance

If, on any Gas Day, Transporter determines in its reasonable discretion that under-delivery of Natural Gas from a Receipt Point into Transporter's System (receipt underperformance) or undertakes of Natural Gas at a Delivery Point on Transporter's System (delivery underperformance), if allowed to continue, could adversely affect system integrity, Transporter shall have the right, after providing advance notice if feasible, to make adjustments at such point to Operators' confirmations to reflect more accurately such Operators' previous actual flows into or out of Transporter's System. Such adjustments shall apply either until the underperformance is eliminated or until the threat to System integrity no longer exists. Transporter may also elect to issue an OFO.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Adjustments to Confirmations due to Receipt Point or Delivery Point Underperformance - Cont'd

Transporter shall identify potential threats to System integrity by utilizing criteria such as: weather forecast for the market area and production area; system conditions, including outages, maintenance, equipment availability, and linepack; overall projected pressures and system loads at various locations and meters; and other conditions.

When underperformance occurs and the source of such underperformance is immediately identifiable, Transporter shall make adjustments to that Operator's Confirmed Quantities. Those quantities that are independently verifiable by Transporter and that match the Operator's confirmation shall not be subject to the provisions of this Section. When the source of underperformance is not immediately identifiable, the smallest affected area shall be identified and these procedures will apply only to that portion of the system.

The following procedures shall be used to adjust an Operator's Confirmed Quantities of Natural Gas in the event of underperformance.

- i) Interconnects shall be monitored by Transporter on a daily basis where real time data is available.
 - (A) When actual receipts are less than Confirmed Quantities and the shortfall in receipts threatens the integrity of Transporter's System, Transporter shall notify the Operator and request the Operator to increase deliveries or reduce Confirmed Quantities prospectively.
 - (B) When actual takes at a Delivery Point are less than Confirmed Quantities and such action threatens the integrity of Transporter's System, Transporter shall notify the Operator and request the Operator to increase takes or decrease Confirmed Quantities.
- ii) In the event an Operator fails to make adjustments, Transporter shall limit, on a pro rata basis, prospective Confirmed Quantities to actual flow on the Gas Day in question. Higher confirmations shall be allowed prospectively only when the Operator increases quantities of Gas into or out of Transporter's System to correct the applicable underperformance.

Should multiple simultaneous events occur requiring Transporter to allocate available capacity, Transporter will schedule all available capacity to first resolve the most constrained point (defined as the largest difference between confirmed Nominations and operational available capacity). If further allocations are necessary, Transporter will continue to resolve the most constrained point until all constraints are resolved.

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GAS TRANSPORTATION TERMS AND CONDITIONS

OPERATIONAL BALANCING AGREEMENTS (OBAS)

Transporter will make reasonable efforts to operate its System in a manner that will discourage and limit any instances in which the actions of one (1) or more Shippers result in degraded service or adverse operational conditions for other Shippers (e.g. excess or deficient tenders of Gas at Receipt Points, excess or deficient usage of Gas at Delivery Points or similarly disruptive imbalances for Gas that is nominated, confirmed, scheduled and transported for Shipper's account(s)). Transporter will attempt to mitigate adverse operating conditions by entering into an OBA at one (1) or more Interconnects with mutually agreeable third-parties that will aggregate the receipt or delivery quantities for two or more Shippers. Such OBAs shall specify the custody transfer procedures to be followed at the Interconnect by Transporter and the OBA party.

Transporter shall have the option, but shall have no obligation, to enter into an OBA with any party that (a) does not have a twenty-four (24) hour per day, seven (7) day a week gas control center; (b) does not have electronic gas measurement providing real-time information about the interconnection activity; (c) requires additional flow control; and/or (d) does not commit to timely and final determination of Imbalance activity.

Transporter shall maintain records of quantities and amounts paid or received pursuant to the OBAs in effect for Transporter's System. Such records shall be available for review by the OBA party and/or by impacted Shippers.

IMBALANCE MANAGEMENT

At no time shall Transporter be required to receive quantities at the Receipt Point(s) for Shipper's account in excess of the quantities Shipper will accept at the Delivery Point(s) on a concurrent basis. At no time shall Transporter be required to deliver quantities at the Delivery Point(s) for Shipper's account in excess of the quantities Shipper causes to be received by Transporter at the Receipt Point(s) on a concurrent basis, less adjustments for FL&U and Backup Sales Service gas to be provided to Shipper. If Shipper fails to modify Nominations as directed by Transporter to reduce an operational Imbalance, Transporter may, among other remedies, suspend or terminate service.

Transporter offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. A Service Agreement may only specify one (1) of these options. Unless otherwise selected, a Shipper will be subject to the Transporter Balancing Option. The availability of Shipper Daily Balancing shall be subject to Transporter approval and mutual designation in the applicable Service Agreement. Availability may further depend on the terms of the agreement between Shipper and Transporter.

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IMBALANCE MANAGEMENT - Cont'd

A Shipper must remain under the selected option for a minimum of one (1) Month, and may only switch to another option effective at the beginning of the first Gas Day of a Month. Each option is subject to Transporter's Monthly Imbalance Cashout requirements, as set forth in these Gas Transportation Terms and Conditions.

Transporter may enter into separate Imbalance management agreements with Shippers that take into consideration special unique circumstances.

Transporter Balancing Option

Shippers selecting the Transporter Balancing Option are not required to balance their load on a daily basis and all Shipper's Gas volumes transported by the Company are subject to the Gas Cost Adjustment Transportation charge in accordance with the applicable rate schedule.

Shipper Daily Balancing Option

Shippers selecting the Shipper Daily Balancing Option are required to match physical quantities of Shipper's Gas with the Scheduled Quantities at the Receipt Point(s) and Delivery Point(s) on a daily basis. In accordance with the applicable rate schedule, and in addition to all other applicable charges, Shippers are subject to a Daily Imbalance Charge if the actual daily gas volume used deviates from the daily Nominations by more than five (5) percent. The daily imbalance percentage will be calculated by dividing the daily variance by the amount of gas scheduled. Any disputes regarding the accuracy of the daily Imbalance quantity shall not be sufficient reason for delaying correction of the Imbalance or withholding payment of the Daily Imbalance Charge.

In order to reduce cumulative Imbalance quantities incurred within the current Month, Shipper may nominate daily Imbalance Resolution Gas (makeup or payback) on an interruptible basis as part of the Nomination procedures. Transporter shall not be obligated on any Gas Day to receive or deliver such Imbalance Resolution Gas, which will have the lowest scheduling priority of service.

Shippers selecting the Daily Balancing Option are not subject to the Gas Cost Adjustment Transportation charge, but are subject to the Daily Imbalance Charge.

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IMBALANCE MANAGEMENT - Cont'd

Daily Imbalance Charges Under Shipper Daily Balancing Option

Transporter shall determine and make available to the Shipper, in the scheduling business system on Transporter's EBB, the daily Imbalance quantity and the cumulative Imbalance quantity applicable to each Operational Area under a Service Agreement. Under the Shipper Daily Balancing Option, daily Imbalance quantities shall be subject to a Daily Imbalance Charge in accordance with the Tolerance Levels in the table below. Transporter will include Daily Imbalance Charges on Shipper's bill for the Month in which the Daily Imbalances occurred.

Absolute* Daily Balance Quantity Tolerance Levels

Tolerance Ranges Applied to Scheduled Daily Quantities	Daily Imbalance Charge/Dth
0% - 5%	No Charge
>5% - 15%	\$0.084
>15%	\$0.42

*Absolute includes both positive and negative daily Imbalance quantities.

If an OFO has issued, Daily Imbalance Charges are still applicable, in addition to any charges associated with the OFO.

Shipper Daily Balancing Option Imbalance Report

As part of the Monthly billing and invoice process, an Imbalance Report will be included on the Shipper portal of Transporter's EBB.

Monthly Imbalance Resolution and Corrective Action

Transporter shall determine and make available to the Shipper, in the scheduling business system on Transporter's EBB, the cumulative daily Imbalance quantity applicable to each Service Agreement through the last day of the Month to identify the end-of-Month Imbalance quantity on each Service Agreement. Any disputes regarding the accuracy of the end-of-Month Imbalance quantity shall not be sufficient reason for delaying correction of the Imbalance or withholding payment of the Monthly Cashout charges.

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IMBALANCE MANAGEMENT - Cont'd

Monthly Imbalance Resolution and Corrective Action - Cont'd

Shipper may resolve or mitigate an end-of-Month Imbalance within the Month by nominating Imbalance Resolution Gas, subject to confirmation and scheduling. Any such Imbalance Resolution Gas so scheduled shall be deducted from the current Month Imbalance quantities to determine the Monthly Cashout requirements.

Shipper may resolve or mitigate an end-of Month Imbalance, no later than the fifth Business Day of the following Month, by agreeing to Imbalance trades among Shippers in the same Operational Area as agreed to in writing by both trading Shippers and by the Transporter. The trading of Imbalances will be subject to approval by Transporter. Transporter shall not be responsible for any liabilities incurred by Shipper(s) as a result of the Transporter performing the trade in accordance with the written notice of the involved Shippers. Any change of fact, including but not limited to Prior Period Adjustments, which affect the beginning Imbalance quantity before the trade shall not rescind or otherwise modify any trade arrangement that the Shippers have asked the Transporter to perform.

Aggregate Balancing.

Imbalances attributable to Service Agreements held by Shipper and for which Shipper has been authorized through an Agency Agreement (in either of the two (2) Agency forms provided herein) to aggregate Imbalances on behalf of other Receiving Parties shall be automatically combined and netted among all such Service Agreements for each Operational Area for purposes of determining Monthly Imbalances and Monthly Cashout. Aggregate Balancing does not apply to the Shipper Daily Balancing Option. In addition, discounted Service Agreements are not eligible for Aggregate Balancing.

In the event an Agency Agreement is revoked or terminated and 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 for which Shipper's Agent was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities under such Service Agreement during the period in which such Imbalance occurred. In the event any invoiced amounts due by Shipper's Agent for charges, cashouts or penalties incurred as a result of Shipper's Agent responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated among such Service Agreements on the same *pro rata* basis as provided herein for allocating Imbalance quantities.

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IMBALANCE MANAGEMENT - Cont'd

Monthly Imbalances and Monthly Cashout

Shipper shall make every effort to manage daily receipts of Shipper's Gas and deliveries to the Receiving Party(s) so that the Imbalance(s) at the end of each Month, including any Imbalance(s) carried forward from the previous Month, are as close to zero as practicable. Determination of such Imbalance(s) will be made after adjusting for Fuel Reimbursement. Unless another means of resolution of the remaining end-of-Month cumulative daily Imbalance quantities has been agreed in writing, all remaining end-of-Month cumulative daily Imbalance quantities shall be subject to the following Monthly Cashout procedures.

Effective March 1, 2020 through March 31, 2020: If at the end of March 2020 the cumulative Imbalance is in excess of twenty percent (20%) (inclusive of any amounts carried over from prior Months), except to the extent such excess was caused by a Measurement Error, then the Imbalance will be cashed out effective on March 31, 2020 to zero percent (0%) when the Shipper is billed by the Company for March 2020. Shippers exceeding the twenty percent (20%) Imbalance threshold are prohibited from decreasing the amount of the Imbalance by trading Imbalances or nominating Imbalance Resolution Gas during April 2020. Shippers having Imbalances of twenty percent (20%) or less at the end of March 2020 shall endeavor to bring such Imbalance to zero percent (0%) of actual usage within April 2020. Any Imbalance remaining from March 2020 shall be carried forward into April 2020. As of April 1, 2020, the provisions "Effective beginning April 1, 2020" apply, including the requirement that the cumulative Imbalance as of April 30, 2020 be five percent (5%) or less to avoid Monthly Cashout to zero percent (0%). If a Monthly Cashout is required pursuant to these provisions, then Shipper shall be subject to the Monthly Cashout provisions below. The Company may enter into separate Imbalance Agreement(s) with Shipper that take into consideration special unique circumstances.

Effective beginning April 1, 2020: If at the end of any Month the cumulative Imbalance is in excess of five percent (5%) (inclusive of any amounts carried over from prior Months), except to the extent such excess was caused by a Measurement Error, then the Imbalance will be cashed out effective on the last day of such Month to zero percent (0%) when the Shipper is billed by the Company for the Month in which such Imbalance occurred. Shippers exceeding the five percent (5%) Imbalance threshold are prohibited from decreasing the amount of the

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IMBALANCE MANAGEMENT - Cont'd

Monthly Imbalances and Monthly Cashout - Cont'd

Imbalance by trading Imbalances or nominating Imbalance Resolution Gas during the succeeding Month. Shippers having Imbalances which are five percent (5%) or less at the end of any Month shall endeavor to bring such Imbalance to zero percent (0%) of actual usage within the subsequent billing period. Any Imbalance remaining at the end of a Month that has not been cashed out shall be carried forward into the following Month. If a Monthly Cashout is required pursuant to these provisions, then Shipper shall be subject to the Monthly Cashout provisions below. Company may enter into separate Imbalance Agreement(s) with Shipper that take into consideration special unique circumstances.

Monthly Cashout of Over- and Under- Deliveries of Shipper's Gas Supplies. In the event of Imbalances less than or greater than twenty percent (20%) at the end of March 2020, or less than or greater than five percent (5%) at the end of any Month thereafter, then Company will correct the Imbalance to zero percent (0%) by purchasing from or selling to the Shipper, as applicable, the amount of gas necessary to bring the Imbalance to zero percent (0%). These purchases and sales shall be made at the rates below:

Monthly Cashout Price	
Under-delivery - SHORT	125% of Index Price One plus CIG TI Transportation Rate
Over-delivery - LONG	75% of Index Price Two

These purchases or sales will be applied as a credit or debit, as applicable, on the Shipper's succeeding monthly statement. Notwithstanding the Monthly Cashout provisions contained in this "Monthly Imbalances and Monthly Cashout" section of the tariff, these sales or purchases shall not be required to be made by the Company if the Imbalance quantities aggregated for each Operational Area under the Service Agreement(s) held by Shipper, or controlled by Shipper through an Agency Agreement, as permitted by this tariff, are five (5) Dth or less. An Imbalance created by a Prior Period Adjustment shall be cashed out immediately pursuant to the section entitled Imbalance Due to Prior Period Adjustment. As part of the Monthly billing and invoice process, an Imbalance Report will be included in the Shipper portal of Transporter's EBB.

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GAS TRANSPORTATION TERMS AND CONDITIONS

IMBALANCE MANAGEMENT - Cont'd

Imbalance Due to Prior Period Adjustment

An Imbalance created by a Prior Period Adjustment shall be cashed out immediately pursuant to this section.

An Imbalance created by a Prior Period Adjustment that reflects an over-delivery of Shipper's Gas shall be purchased or sold by Transporter, as applicable, at an amount equal to the difference between the quantities upon which Transporter's previous billings were based and the corrected quantities for each Month affected by the Measurement Error, not to exceed twenty four (24) months, multiplied by a rate equal to the Colorado Interstate Gas Company Rocky Mountain spot gas price index as reported in the table titled "Prices of Spot Gas Delivered to Pipelines," in the first Monthly issue of Inside F.E.R.C.'s Gas Market Report published by Platts, for the applicable months in which the corresponding Imbalance was created.

An Imbalance created by a Prior Period Adjustment that reflects an under-delivery of Shipper's Gas shall be purchased or sold by Transporter, as applicable, at an amount equal to the difference between the quantities upon which Transporter's previous billings were based and the corrected quantities for each month affected by the Measurement Error, not to exceed twenty four (24) months, multiplied by a rate equal to the Colorado Interstate Gas Company Rocky Mountain spot gas price index as reported in the table titled "Prices of Spot Gas Delivered to Pipelines," in the first Monthly issue of 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.

Prior Period Adjustments shall be calculated by Transporter for the entire period during which the Measurement Error occurred, but not more than twenty-four (24) months. If the Prior Period Adjustment results in an amount due Shipper by Transporter, Transporter shall credit the full amount of such Prior Period Adjustment on Shipper's next Monthly bill. If the Prior Period Adjustment results in an amount due Transporter by Shipper, Transporter shall include such additional amount on Shipper's next Monthly bill. Transporter will allow Shipper an amount of time equal to the period during which the Measurement Error occurred to remit the Prior Period Adjustment amount, but in no event shall this period be longer than six (6) Months. Transporter and Shipper may, at Shipper's option, enter into an installment plan arrangement.

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GAS TRANSPORTATION TERMS AND CONDITIONS

OPERATIONAL FLOW ORDER (OFO)

Transporter shall have the right to issue OFOs that require Shipper action to alleviate conditions that threaten or could threaten the safe operation or integrity of Transporter's System. Transporter may call an OFO at any time during the Gas Day, if the OFO is directed at a Shipper or limited number of Shippers within an Operational Area.

In the event a condition is developing that may require the implementation of an OFO, or circumstances are present that significantly increase the likelihood that such conditions will develop, Transporter will undertake reasonable efforts to post an advance advisory on its EBB of the developing condition or circumstances to provide Shippers with time and opportunity to take steps to help address the condition. Transporter will post notice of such OFO on its EBB as soon as possible during the Gas Day once it has made the decision to call the OFO.

Notice of an OFO shall specify the OFO Tolerance Level of over- or under-deliveries for an Operational Area under the Service Agreement(s) held or controlled by Shipper that is permitted for the Gas Day under the OFO, as well as any charge that will be imposed for non-compliance, up to the Unauthorized Overrun Penalty Maximum Rate. Transporter may establish any such charges at a different level according to the severity of circumstances for which the specific OFO was issued; provided, however, that any such charge shall be applied to all affected Shippers. All OFO charges and OFO Tolerance Levels to be imposed during any OFO will be identified as conditions of the OFO when such notice is posted on the Transporter's EBB. Transporter may waive any OFO Unauthorized Overrun Penalty in writing if Transporter decides, in its own judgment, that the waiver of penalties is appropriate given the Shipper's actions and System conditions.

BILLING AND PAYMENT

Statements

Statements under the appropriate transportation service Rate Schedule shall be reported on a Dekatherm basis by Transporter to Shipper each Month.

Monthly Billing

Bills for transportation services provided shall be for a Monthly period beginning on the first Gas Day of each Month.

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BILLING AND PAYMENT - Cont'd

Payment and Late Payment Charge

Bills for Gas Transportation Service are due and payable within fourteen (14) Business Days from the date of the bill. If the customer fails to receive a bill, Transporter, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the customer from payment for service rendered.

Unless otherwise agreed in writing or unless otherwise waived by EBB posting, any amounts in excess of fifty dollars (\$50.00) not paid on or before nine (9) Business Days after the due date of the bill may be subject to a late payment charge of 1.5 percent per Month.

If Shipper gives notice to Transporter's office prior to the time payment is due that the correctness of the bill is disputed, stating reasons therefore, Transporter will investigate the dispute. However, such notice disputing the correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect by Transporter, and in the event of an overpayment, Transporter will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

Verification of Statements

Shipper and Transporter shall have the right to examine, for a period of two (2) years, books, records and charts of the other to the extent necessary to verify the accuracy of the statement, charge, or computation made under the provisions of this tariff.

Volume Adjustments

If, upon any test, the meter is found to be in excess of the error tolerance levels allowed under Commission Rule 4302, correction of the amount inaccurately determined shall be made pursuant to the provisions herein.

- a. If any meter so tested is found to be running fast, Transporter shall refund to the Shipper the excess charge for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed twenty-four (24) Months.
- b. If any meter so tested is found to be running slow, Transporter may charge for the under-billed amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed twenty-four (24) Months.

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GAS TRANSPORTATION TERMS AND CONDITIONS

BILLING AND PAYMENT - Cont'd

Volume Adjustments - Cont'd

- c. If any meter is found not to register, to register intermittently, or to partially register for any period, Transporter may collect for the Transportation Service used, but not registered on the meter, for a period not to exceed twenty-four (24) Months.
- d. Under this Volume Adjustments section:
 - i. In the event of an over-billing, Shipper may elect to receive the refund as a credit to future billings or as a one-time payment. If the Shipper elects a one-time payment, Transporter shall make the refund within thirty (30) days. Such over-billings shall not be subject to interest.
 - ii. In the event of under-billing, Shipper shall be eligible and may elect to enter into a payment arrangement on the under-billed amount. The payment arrangement shall be equal in length to the length of time during which the under-billing occurred, not to exceed six (6) months. Such under-billings shall not be subject to interest.
 - iii. The time period limitation for collection of under-billed amounts shall not apply in the event of energy diversion or subterfuge.

Billing Errors

As set forth hereunder, in the event errors in billing occur other than resulting from Measurement Errors, which are addressed in the Volume Adjustments section above, Transporter shall refund to Shipper the amount of any overcharge having resulted therefrom and, likewise, shall have the right to collect from Shipper the amount of any resulting undercharge. A Billing Error excludes Measurement Errors, but includes other errors in billing, such as, but not limited to, an incorrect multiplier and/or an incorrect billing calculation. For all Gas Transportation Service, the period of time for billing and collection of undercharges or refund of overcharges shall be limited to the time period during which the Billing Error occurred, determined from the date the Billing Error was discovered, with such period limited to twenty-four (24) Months.

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BILLING AND PAYMENT - Cont'd

Billing Errors - Cont'd

Under this Billing Errors section:

- i. In the event of an over-billing, Shipper may elect to receive the refund as a credit to future billings or as a one-time payment. If the Shipper elects a one-time payment, Transporter shall make the refund within thirty (30) days. Such over-billings shall not be subject to interest.
- ii. In the event of under-billing, Shipper shall be eligible and may elect to enter into a payment arrangement on the under-billed amount. The payment arrangement shall be equal in length to the length of time during which the under-billing occurred, not to exceed six (6) months. Such under-billings shall not be subject to interest.
- iii. The time period limitations for collection of under-billed amounts shall not apply in the event of energy diversion or subterfuge.

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE

Apart from the conclusion of a specified term of Gas Transportation Service set forth in a Service Agreement, termination of Gas Transportation Service may be initiated as set forth in Transporter's Gas tariff, including these Gas Transportation Terms and Conditions, with charges billed to Shipper in accordance with Transporter's Gas tariff, including the applicable rate schedule. A Service Agreement termination shall not eliminate the Shipper's or Transporter's obligations to make payment for service activities prior to termination.

Termination of Service Upon 30-Day Notice

Unless otherwise provided in a rate schedule or written agreement between Transporter and Shipper, Shipper or Transporter may cancel a Service Agreement effective the first of a future Month upon at least thirty (30) days' written notice, subject to any applicable termination charges or other applicable requirements.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

Cause for Suspension, Termination, or Revocation

In any of the following circumstances constituting default by Shipper, Transporter may discontinue Gas Transportation Service by suspending service under Shipper's Service Agreement, by revoking Shipper's authority to act as Agent on behalf of other Shippers or Receiving Parties, or by terminating Shipper's Service Agreement:

- a) Shipper failed to remit to Transporter full and timely payment for services invoiced by Transporter;
- b) Shipper has failed to provide Transporter sufficient quantities of Shipper's Gas to meet the daily load requirements under the Service Agreement, constituting a Default Imbalance, and Shipper further has failed to take the necessary steps to remedy such Default Imbalance as required in writing by Transporter;
- c) Shipper has failed to provide or maintain sufficient security for Gas Transportation Service as required by Transporter;
- d) Transporter provides notice of expenditures for new or additional expenditures necessary to provide Shipper with Gas Transportation Service, and Shipper does not approve, or expressly declines, said expenditures within sixty (60) days from the date of said notification;
- e) Shipper fails to modify nominations as directed by Transporter to reduce an operational Imbalance; or
- f) Shipper, otherwise, has failed to conform to the material requirements of Transporter's Gas tariff.

Before any such suspension of service, revocation of agency, or termination of Service Agreement, Transporter shall provide at least two (2) Business Days' written notice to Shipper and/or Agent of the circumstances constituting default by Shipper and of Transporter's intention to suspend service, revoke agency, or terminate the Service Agreement in the event such default is not remedied within the period specified by Transporter therein. In the event the default is not remedied within the period specified by Transporter in its notice to Shipper, such suspension of service, revocation of agency or termination of Service Agreement shall become effective upon the date set forth in Transporter's notice, but in no event less than two (2) Business Days following Transporter's notice provided in accordance with the Notice section of these Gas Transportation Terms and Conditions.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

Effect of Agency Agreement on Termination, Suspension, Revocation

In the event a suspension or termination of service or revocation of agency involves a Service Agreement in which the defaulting Shipper was authorized as Agent for one (1) or more Receiving Party(ies), then Transporter shall notify each Receiving Party(ies) of such suspension, revocation, or termination at least two (2) Business Days before the effective date thereof. If such suspension or termination of service is as a result of Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Shipper, until Transporter receives full and complete payment. Agent, Shipper and Receiving Party shall be jointly and severally liable for all payments due and owing Transporter for all services provided.

Subject to the foregoing, said Receiving Parties shall be entitled to continue receiving Gas Transportation Service under the suspended or terminated Service Agreement under the Transporter Balancing Option and to purchase Imbalance gas supplies provided by Transporter for an interim period of up to three (3) full consecutive calendar months following such suspension, revocation or termination, pending Receiving Party obtaining alternative gas supply arrangements.

During such interim period, Transporter shall not interrupt firm Gas Transportation Service to the Receiving Party or assess penalties for gas use during an OFO or other system emergency, provided that Transporter has adequate resources to provide such continued service during such periods. Transporter shall invoice said Receiving Parties directly for such interim gas transportation service and associated Imbalance gas supplies. The Imbalance gas supplies sold to Receiving Parties during such interim period shall be at a price equal to Index Price One plus the CIG TI Transportation Rate.

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SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

Balancing Upon Termination of Service Agreement

Unless otherwise agreed in writing, upon termination of the Service Agreement at any time during a Month, Shipper and Transporter shall be responsible for reconciling all applicable outstanding Imbalances and associated charges.

In the event the Service Agreement between Shipper and Transporter is suspended or terminated during the term of the applicable Agency Agreement, any Imbalance incurred by Shipper that remains outstanding and is not resolved by Shipper in accordance with Transporter's Gas tariff shall be allocated on a *pro rata* basis to all Receiving Parties for which Agent was authorized to aggregate Imbalances, based upon the total usage quantities of such Receiving Parties during the period in which such Imbalance occurs. In the event any invoiced amounts due by Shipper for charges, cashouts, or penalties incurred as a result of Shipper's responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated to the Receiving Parties on the same *pro rata* basis.

Return to Service

Upon satisfaction of any Imbalance quantities and/or applicable charges due to termination, revocation, or suspension of service, any Receiving Party may transfer to a new Service Agreement or transfer to an existing Service Agreement, in accordance with Transporter's requirements, by submitting a completed Request for Service and Agency Agreement, if applicable. A Receiving Party desiring to return to Transporter's applicable sales service may transfer to such service, if available and allowed under Transporter's Gas tariff, upon the first day of the Month following Transporter's receipt of a written request from customer.

If neither a request for transportation nor sales service has been received by Transporter within four (4) Business Days prior to the end of the third full calendar Month following a suspension, revocation, or termination, service will automatically be converted to applicable sales service effective the first day of the Month following the third full calendar Month of interim service.

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GAS TRANSPORTATION TERMS AND CONDITIONS

FORCE MAJEURE

Force Majeure shall mean circumstances not within the control of the parties and which by the exercise of due diligence, the affected party is unable to overcome. Force Majeure shall include, but not be limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, 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 Transporter, permits, licenses or permissions from any governmental agency to enable such party to fulfill its obligations hereunder.

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

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

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

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GAS TRANSPORTATION TERMS AND CONDITIONS

SYSTEM OPERATION

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

NOTICES

Except as otherwise provided, any notice required by these Gas Transportation Terms and Conditions and/or in the Service Agreement, or any notice that either party may desire to give the other, shall be in writing and shall be considered as duly delivered or furnished when:

- a) In the case of notice by Shipper, Receiving Party or Agent to Transporter:
 - i) Mailed by U.S. Mail to the most recent address designated by Transporter in writing or as reflected on the Transporter's EBB; or
 - ii) As directed by Transporter on its EBB.
- b) In the case of notice by Transporter to Shipper, Receiving Party or Agent:
 - i) Posted to the EBB by Transporter; or
 - ii) Mailed by U.S. Mail to the most recent address or addresses listed in the Request for Transportation Service, Request for Amendment to Service Agreement, or such other address as designated in writing; or
 - iii) Mailed by electronic e-mail exchange to the electronic e-mail address listed in the Request for Transportation Service, Request for Amendment to Service Agreement, or such other e-mail address as designated in writing.

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GAS TRANSPORTATION TERMS AND CONDITIONS

LIABILITY

Without expanding Transporter's liability or indemnity obligations contained elsewhere in the Gas tariff, each party shall indemnify, save and hold harmless the other party, its officers, employees and agents from any and all claims for injury to person or persons or damage to property occurring on its respective side of the interconnection point(s) between Transporter's and the Shipper's or Receiving Party's facilities; provided, however, that nothing herein contained shall be construed as relieving or releasing either party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its officers, employees or agents.

In no event shall either party be liable for damages in an amount greater than the degree or percentage of negligence or fault attributable to that party. Each of the parties hereto shall be solely responsible for injury or damage, wherever occurring, due solely to any defect in equipment installed, furnished or maintained by such party.

In no event shall Transporter be liable for consequential or punitive damages.

WARRANTY

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

WAIVERS

No waiver by Transporter or Shipper of any one (1) or more defaults in the performance of any provision hereunder, shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION AGREEMENTS

Form of Request for Gas Transportation Service

 Xcel Energy® PUBLIC SERVICE COMPANY		For PSCo Use Only:			
		Contract #: _____			
		New Meter Required: _____			
FORM OF REQUEST FOR GAS TRANSPORTATION SERVICE					
SHIPPER INFO	Date: _____				
	Shipper: * _____				
	Mailing & _____				
	Notice Address: _____				
	Notice Email: _____				
	Billing Address: _____				
	Billing Email: _____				
	Contact Name: _____		State of Incorporation: _____		
	Phone: _____				
	Email: _____				
RECEIVING PARTY INFO	Emergency Contacts: <i>For gas flow and other communications. Three preferred.</i>				
	During 1 _____		Phone 1 _____		
	Business Hours 2 _____		2 _____		
	3 _____		3 _____		
	After 1 _____		1 _____		
	Business Hours 2 _____		2 _____		
	3 _____		3 _____		
	* If Shipper is different from Receiving Party, then Shipper must include written authorization from Receiving Party to act on its behalf.				
	Receiving Party: * _____				
	Mailing Address: _____				
Contact Name: _____					
Phone: _____ Email: _____					
Receiving Party Customer Service:					
Existing (circle Prior (and prior service type) or New):		Requested Service (circle one):			
Prior (Contract #: _____) ☐ New Facility		Interruptible Transport ☐ Firm Transport			
Interruptible Sale: Interruptible Transport		Firm Transport & Backup Sale: Service Option			
Firm Sales: Firm Transport					
* Attach list showing the required information for each Receiving Party.					
If converting from sales to transport, Electronic Meter Installation form(s) provided by (check one): PSCo _____ Shipper _____					
For daily balancing, Shipper selects (check one): Transporter Balancing Option _____ Shipper Daily Balancing Option _____					
SERVICE INFO	INTERRUPTIBLE SERVICE		Annual	MDQ	On Peak
	Receiving Party* & Facility Address		Quantity (Dth)		Demand Qty
	FIRM SERVICE		Annual	MDQ	
	Receiving Party* & Facility Address		Quantity (Dth)		
	BACKUP RESERVATION QUANTITY:				
	* If more than two, attach list showing the above information for each.				

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GAS TRANSPORTATION TERMS AND CONDITIONS

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Form of Request for Gas Transportation Service Cont'd

	
PUBLIC SERVICE COMPANY	
FORM OF REQUEST FOR GAS TRANSPORTATION SERVICE	
TRANSPORTATION INFO	Requested Date of Service to Commence: _____ Requested Date of Service to Terminate: _____
	Firm Transportation Primary Receipt Point(s) (not needed for Interruptible Transportation Requests)
	Firm Receipt Point Daily Quantity (Dth)* _____ _____ _____ Total _____
NOMINATING AGENT	Nominating Agent: _____ Mailing Address: _____ Contact Name: _____ Phone: _____ Email: _____ Emergency Contacts During: _____ Business Hours: _____ Phone: _____ After Hours: _____ Phone: _____
	Billing Agent: _____ Mailing Address: _____ Contact Name: _____ Phone: _____ Email: _____
	Submitted By (Signature):* _____ Printed Name: _____ Title: _____ Date: _____ <i>* Must be signed by an authorized representative</i>
	PSCo Use Only
APPROVAL	Approved: _____ Date: _____ Name: _____ Title: _____ Transport Rep: _____
	Agency Designation Received: _____ Meter Request Completed: _____ Imbalance transfer letter submitted with request (y/n) _____ Credit/Security Required: _____
	Date: _____

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GAS TRANSPORTATION TERMS AND CONDITIONS

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Form of Request for Amendment/Change Notification to Gas
Transportation Service

 Xcel Energy® PUBLIC SERVICE COMPANY REQUEST FOR AMENDMENT/CHANGE NOTIFICATION TO GAS TRANSPORTATION SERVICE AGREEMENT				
SHIPPER INFO	Date:	Contract #		
	Shipper:*			
	Mailing &			
	Notice Address:			
	Notice Email:			
	Billing Address:			
	Billing Email:			
	Contact Name:	State of Incorporation:		
	Phone:			
	Email:			
RECEIVING PARTY INFO	Emergency Contacts:	For gas flow and other communications. Three preferred.		
	During business hours call	1	Phone 1	
		2		2
		3		3
	After business hours call	1		1
		2		2
		3		3
	* If Shipper is different from Receiving Party, then Shipper must include written authorization from Receiving Party to act on its behalf.			
	What change is requested?			
	Receiving Party:*			
Mailing Address:				
Contact Name:				
Phone:				
Email:				
Receiving Party Customer Type:				
Existing Contract #: _____ Circle one:		Requested (circle one):		
Interruptible Sales Firm Sales Firm Transport		Interruptible Transport Firm Transport		
Interruptible Transport		Firm Transport & Backup Sales Service Option		
Firm Transport & Backup Sales Service Option				
* Attach list showing the required information for each Receiving Party.				
If converting from sales to transport, Electronic Meter Installation form(s) provided by (check one): PSCo _____ Shipper _____				
For daily balancing, Shipper selects (check one): Transporter Balancing Option _____ Shipper Daily Balancing Option _____				
SERVICE INFO	INTERRUPTIBLE SERVICE		Annual	MDQ
	Receiving Party* & Facility Address		Quantity (Dth)	On Peak Demand Qty
	FIRM SERVICE		Annual	MDQ
	Receiving Party* & Facility Address		Quantity (Dth)	
BACKUP RESERVATION QUANTITY:				
* If more than two, attach list showing the above information for each.				

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Form of Request for Amendment/Change Notification to Gas
 Transportation Service - Cont'd

 Xcel Energy® PUBLIC SERVICE COMPANY		REQUEST FOR AMENDMENT/CHANGE NOTIFICATION TO GAS TRANSPORTATION SERVICE AGREEMENT	
BUSINESS	Anticipated Date of Service to Commence: _____ Anticipated Date of Service to Terminate: _____		
	Firm Transportation Primary Receipt Point(s) (not needed for Interruptible Transportation Requests) _____ _____ _____		Firm Receipt Point Daily Quantity (Dth)* _____ _____ _____
	<i>* Firm Receipt Point Quantity should not include FL&U %; and Total Quantity cannot exceed MDQ.</i>		Total _____
NOM AGENT	Nominating Agent:* Mailing Address: _____ Contact Name: _____ Phone: _____ Email: _____		
	Emergency Contacts During: Business Hours: _____ Phone: _____ After Hours: _____ Phone: _____		
	Billing Agent: Mailing Address: _____ Contact Name: _____ Phone: _____ Email: _____		
	Submitted By (Signature):* _____ Printed Name: _____ Title: _____ Date: _____ <i>* Must be signed by an authorized representative</i>		
BILLING AGENT	Submitted By (Signature):* _____ Printed Name: _____ Title: _____ Date: _____ <i>* Must be signed by an authorized representative</i>		
	Submitted By (Signature):* _____ Printed Name: _____ Title: _____ Date: _____ <i>* Must be signed by an authorized representative</i>		
APPROVAL	PSCo Use Only		
	Approval Of This Request Will Amend Shipper's Gas Transportation Service Agreement		
	Approved: Name: _____ Title: _____ Date: _____ Transport Rep: _____	Agency Designation Received: _____ Meter Request Completed: _____ Imbalance transfer letter submitted with request (y/n): _____ Credit/Security Required: _____	Date _____

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FIRM GAS TRANSPORTATION SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into as of _____, 20__, by and between Public Service Company of Colorado ("Transporter"), a Colorado corporation and _____ ("Shipper"), a _____ corporation. Transporter and Shipper are collectively referred to as the "Parties."

The parties agree that Transporter will receive and transport Shipper's Gas from the Receipt Point(s) to the Delivery Point(s), as specified in writing between the parties, on a firm capacity basis. In addition, if applicable, Transporter will provide Backup Sales Service in accordance with its Gas tariff.

The specified Receipt Points and Delivery Points may be amended from time to time by the parties. Such amendments will be specified in writing or on Transporter's EBB, and shall be incorporated by reference into this Service Agreement.

For daily balancing, Shipper selects (select one):

___ Transporter Balancing Option

___ Shipper Daily Balancing Option

Shipper acknowledges and agrees that Firm Gas Transportation Service provided hereunder, as well as any Backup Sales Service, is subject to the rates, charges, terms, and conditions of Transporter's applicable Gas tariff on file and in effect with the Public Utilities Commission of the State of Colorado ("Commission"), and such rates, charges, terms, and conditions are incorporated herein as part of this Service Agreement.

This Agreement, and all its rates, charges, terms and conditions as set out in this Agreement and as set out in the Gas 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.

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

Sheet No. T61

Cancels

Sheet No.

If the end-use customer uses a marketing broker or Agent for nomination, gas purchases, and balancing, the end-use customer shall provide Transporter with an Agency Agreement, as required by Transporter's Gas tariff.

Service hereunder shall begin on _____, _____, and, unless otherwise mutually agreed in writing, shall continue for a primary term of at least one (1) year through the Contract Year ending April 30, _____ [YEAR], and then from year to year thereafter until terminated in accordance with Transporter's Gas tariff.

This Service Agreement supersedes, cancels and terminates, as of the Effective Date of this Service Agreement, the following agreements and any amendments thereto:

Document No.— _____

Dated: _____

between _____ and Transporter.

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T62
Cancels
Sheet No.

Document No. _____

C

Any exhibits and/or addenda attached hereto, or amendments posted on Transporter's EBB, are incorporated into the terms of this Service Agreement.

This Service Agreement shall not be assigned by either party hereto, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The individual signing this Service Agreement on behalf of Shipper represents and warrants that she or he possesses the requisite authority to bind Shipper to this Service Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

IN WITNESS WHEREOF, the parties have executed this Firm Gas Transportation Service Agreement as of the day and year first above written.

Document # _____

TRANSPORTER:
PUBLIC SERVICE COMPANY
OF COLORADO

SHIPPER:

By _____

By _____

(print name)

(print name)

Title _____

Title _____

Date _____

Date _____

ADVICE LETTER
NUMBER _____

ISSUE
DATE _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T63
Cancels
Sheet No.

Document #
Effective Date of Agreement:
Effective Date of Exhibit:

C

EXHIBIT

TO THE FIRM GAS TRANSPORTATION SERVICE AGREEMENT
BETWEEN

(Shipper)
AND

PUBLIC SERVICE COMPANY OF COLORADO (Transporter)

1. PRIMARY RECEIPT(S)

Primary Receipt Point	Receipt Quantity Dth/Day (excluding FL&U)

2. SECONDARY RECEIPT(S) (if applicable)

Secondary Receipt Point	Receipt Quantity Dth/Day (excluding FL&U)

ADVICE LETTER
NUMBER

DECISION
NUMBER

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE

EFFECTIVE
DATE

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T64
Cancels
Sheet No.

3. DELIVERY POINT(S)

Receiving Party & Service Address	Load Point	Receipt Point(s)	MDQ (Dth)	Rate Schedule	Rate	Specific Facility Chg.	Term of Rate

Total Firm Gas Transportation Service MDQ: _____ Dth/Day.

4. BACKUP SALES SERVICE OPTION

Total Backup Reservation Quantity as of _____, _____: _____ Dth/Day.

Other Backup Reservation Quantity Designations: _____

—

5. This Exhibit shall be deemed amended through amendments to this Exhibit or written Requests for Amendment to the Service Agreement that are approved by Transporter. Amendments may also be accepted by posting on Transporter's EBB.

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T65

Cancels
Sheet No.

Document No.

INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into as of _____, 20__, by and between Public Service Company of Colorado ("Transporter"), a Colorado corporation, and _____ ("Shipper"), a _____ corporation. Transporter and Shipper are collectively referred to as the "Parties."

The parties agree that Transporter will receive and transport Shipper's Gas from the Receipt Point(s) to the Delivery Point(s), as specified in writing between the parties, on an interruptible basis as long as System capacity is available for transportation of such gas. In addition, if applicable, Transporter will provide On Peak Demand Quantity Service in accordance with its Gas tariff.

The specified Receipt Points and Delivery Points may be amended from time to time by the parties. Such amendments will be specified in writing or on Transporter's EBB, and shall be incorporated by reference into this Service Agreement.

For daily balancing, Shipper selects (select one):

___ Transporter Balancing Option

___ Shipper Daily Balancing Option

Shipper acknowledges and agrees that Interruptible Gas Transportation Service provided hereunder, as well as any On Peak Demand Quantity Service, is subject to the rates, charges, terms, and conditions of Transporter's applicable Gas tariff on file and in effect with the Public Utilities Commission of the State of Colorado ("Commission"), and such rates, charges, terms, and conditions are incorporated herein as part of this Service Agreement.

This Agreement, and all its rates, charges, terms, and conditions as set out in this Agreement and as set out in the Gas 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.

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T66
Cancels
Sheet No.

If the end-use customer uses a marketing broker or Agent for nomination, gas purchases, and balancing, the end-use customer shall provide Transporter with an Agency Agreement, as required by Transporter's Gas tariff.

Service hereunder shall begin on _____, _____, and, unless otherwise mutually agreed in writing, shall continue for a primary term of one (1) year, and then from year to year thereafter unless terminated in accordance with Transporter's Gas tariff.

This Service Agreement supersedes, cancels and terminates, as of the Effective Date of this Service Agreement, the following agreements and any amendments thereto:

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T67

Cancels

Sheet No.

Document No. _____	
Dated: _____	
between _____ and Transporter.	
Any exhibits and/or addenda attached hereto, or amendments posted on Transporter's EBB, are incorporated into the terms of this Service Agreement.	
This Service Agreement shall not be assigned by either party hereto, without the prior written consent of the other party, which consent shall not be unreasonably withheld.	
The individual signing this Service Agreement on behalf of Shipper represents and warrants that she or he possesses the requisite authority to bind Shipper to this Service Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.	
IN WITNESS WHEREOF, the parties have executed this Interruptible Gas Transportation Service Agreement as of the day and year first above written.	
Document # _____	
TRANSPORTER: PUBLIC SERVICE COMPANY OF COLORADO	SHIPPER:
By _____	By _____
_____ (print name)	_____ (print name)
Title _____	Title _____
Date _____	Date _____

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T68
Cancels
Sheet No.

Document #
Effective Date of Agreement:
Effective Date of Exhibit:

EXHIBIT

TO THE INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT
BETWEEN

(Shipper)
AND

PUBLIC SERVICE COMPANY OF COLORADO (Transporter)

1. RECEIPT POINT(S)

Receipt Point	Receipt Quantity Dth/Day (excluding FL&U)

2. DELIVERY POINT(S)

Receiving Party & Service Address	Load Point	MDQ (Dth)	On Peak Demand Qty. (Dth)	Rate	Specific Facility Chg.	Term of Rate

Total Interruptible Gas Transportation Service MDQ: Dth/Day

ADVICE LETTER
NUMBER

DECISION
NUMBER

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE

EFFECTIVE
DATE

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T69
Cancels
Sheet No.

3. ON PEAK DEMAND QUANTITY SERVICE OPTION

Total On Peak Demand Quantity as of _____, ____: _____ Dth/Day.

4. This Exhibit shall be deemed amended through amendments to this Exhibit or written Requests for Amendment to the Service Agreement that are approved by Transporter. Amendments may also be accepted by posting on Transporter's EBB.

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T70

Cancels
Sheet No.

AGENCY AGREEMENT
FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICE
(FOR USE WHEN AGENT HAS EXECUTED SERVICE AGREEMENT)

The undersigned, by and on behalf of _____
(Receiving Party), having a mailing address of _____
_____, hereby designates _____
_____ (Shipper), having a mailing address of _____
_____, as its agent, with
full authority to act on its behalf in obtaining and managing Gas
Transportation Service provided by Public Service Company of Colorado
(Transporter), as specified below, for the transportation of Natural Gas
supplies from Transporter's Receipt Point(s) to Receiving Party at the
following Delivery Point(s):

Receiving Party authorizes Shipper to act on its behalf in managing
gas transportation on Transporter's System, including, but not limited to,
contracting for Gas Transportation Service provided by Transporter,
approving, installing, and maintaining communications lines or any
associated equipment for Gas Transportation Service; arranging for the
delivery of Gas quantities to Transporter's Receipt Point(s) for Receiving
Party including submitting all Nominations therefore, managing Gas
transportation Imbalances incurred on behalf of Receiving Party, receiving
invoices from Transporter, and paying all applicable charges for Gas
Transportation Service provided by Transporter to Receiving Party at the
above Delivery Point(s), including, but not limited to, any charges for
Imbalance cashouts or any natural gas sold by Transporter consistent with
Transporter's Gas tariff. Receiving Party represents and warrants that it
has not entered into a Gas Transportation Service Agreement (Service
Agreement) with Transporter for deliveries to the above Delivery Point(s),
but instead is hereby designating Shipper to enter into such agreement
with Transporter for that purpose on its behalf.

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T71

Cancels
Sheet No.

Shipper and Receiving Party acknowledge that all service provided by Transporter is for the benefit of Receiving Party. Receiving Party and Shipper are subject to the Transporter's Gas tariff, and other tariff obligations or agreements with Transporter. In the event that Shipper or Receiving Party fails to make timely payment for service provided by Transporter, or otherwise is in default under the provisions of Transporter's Gas tariff, this Agency Agreement may be revoked by Transporter and all service provided shall be subject to suspension or termination in accordance with Transporter's Gas tariff. If such suspension or termination of service is as a result of Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Shipper, until Transporter receives full and complete payment. Shipper and Receiving Party shall be jointly and severally liable for all of Receiving Party's payments due and owing Transporter for all services provided.

Shipper shall nominate to Transporter, on Receiving Party's behalf for each of the Delivery Point(s) specified above, and otherwise schedule Gas to meet Receiving Party's daily volume requirements and to resolve any and all Gas transportation Imbalances in accordance with the Transporter's Gas tariff on file and in effect from time to time with the Commission. Shipper authorizes personnel from its organization to make binding nominations for this purpose.

If Receiving Party provides Transporter with a subsequent Agency Agreement covering the same Delivery Point(s), this Agreement will be deemed terminated and will no longer be honored by Transporter.

All obligations of Shipper and Receiving Party to Transporter with respect to Gas Transportation Service provided by Transporter shall survive termination of this Agency Agreement.

This Agency Agreement shall become effective as of _____, and shall continue until terminated in accordance with the Transporter's Gas tariff.

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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

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Each individual signing this Agency Agreement on behalf of Receiving Party and Shipper represents and warrants that he or she possesses the requisite authority to bind Receiving Party or Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

This Agency Agreement is made and entered into this _____ day of _____, 20____.

SIGNED:

(Receiving Party)

(Shipper)

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

Sheet No. T73

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

Cancels
Sheet No.

AGENCY AGREEMENT
FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICE
(FOR USE WHEN RECEIVING PARTY HAS EXECUTED SERVICE AGREEMENT)

The undersigned, by _____ and _____ on behalf of _____ (Shipper), having a mailing address of _____, hereby designates _____ (Agent), having a mailing address of _____, as its agent, with full authority to act on its behalf in performing certain of Shipper's responsibilities, as specified below, under the Gas Transportation Service Agreement dated _____, by and between Public Service Company of Colorado (Transporter) and Shipper, Document No. _____ (Service Agreement), providing for the transportation of gas supplies by Transporter from Transporter's Receipt Points to the Delivery Point(s) specified in the Service Agreement. Shipper represents and warrants to Agent and Transporter that, during the term of this Agency Agreement, Shipper is and shall remain the only end-use customer eligible to receive physical deliveries of gas from Transporter under the Service Agreement.

As of the effective date set forth below, Agent shall be authorized, in the following manner, to act on Shipper's behalf in managing Gas Transportation Service provided by Transporter under the Service Agreement:

Access to Load Data. Shipper acknowledges and agrees that, in order for Agent to carry out its responsibilities hereunder, Agent shall have access to daily transportation quantities for all Receipt Point(s) and Delivery Point(s) specified in the Service Agreement (or amendments thereto). In addition, Agent shall be authorized to obtain from Transporter information pertaining to Shipper's historical natural gas utilization at the Delivery Point(s) specified in the Service Agreement.

Nomination and Scheduling. Agent shall be authorized to nominate to Transporter, on Shipper's behalf for each of the Delivery Point(s) specified in the Service Agreement, and otherwise schedule Gas to meet Shipper's daily volume requirements and to resolve any and all gas transportation imbalances under the Service Agreement in accordance with the Transporter's Gas tariff on file and in effect from time to time with the Commission. Agent authorizes personnel from its organization to make binding nominations for this purpose.

ADVICE LETTER
NUMBER _____

ISSUE
DATE _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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Sheet No. T74

Cancels
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Upon termination of this Agency Agreement, the Shipper shall make arrangements to resume nominations to ensure appropriate quantities are nominated and scheduled under the Service Agreement.

Balancing Option. Agent shall effectuate and carry out the balancing selection (Transporter Balancing Option or Shipper Daily Balancing Option) identified in the Service Agreement.

☐ Aggregate Balancing. In addition to the responsibilities of nomination and scheduling and balancing set forth above, and for purposes of determining Monthly Imbalances and Monthly Cashout only [Aggregate Balancing does not apply to the Shipper Daily Balancing Option], Shipper hereby authorizes Agent to resolve gas transportation Monthly Imbalances incurred under the Service Agreement on Shipper's behalf using Aggregate Balancing as allowed by Transporter's Gas Tariff. As further provided in Transporter's Gas Tariff, this will be done by combining and netting Monthly Imbalances on an Operational Area basis among other gas transportation service agreements with Transporter where Agent has been designated for purposes of managing gas transportation Monthly Imbalances. Shipper acknowledges and agrees that Transporter's reporting of gas transportation Monthly Imbalances for the Service Agreement will not reflect Shipper's share of the gas transportation Imbalances attributable to Shipper's Agent on an aggregate basis.

Authorized by
Shipper: _____

Accepted by
Shipper's Agent: _____

☐ Billing and Payment. Shipper hereby authorizes Agent to receive and pay, and Agent hereby agrees to pay, Transporter's regular invoices setting forth all applicable charges for Gas Transportation Service provided pursuant to the Service Agreement and Transporter's Gas tariff.

Authorized by
Shipper: _____

Accepted by
Shipper's Agent: _____

Agent shall continue to act for Shipper in performing the above-indicated responsibilities for so long as this Agency Agreement remains in effect.

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. T75

Cancels

Sheet No.

Agent and Shipper are subject to the Transporter's Gas tariff, and other tariff obligations or agreements with Transporter. In the event that Agent, as authorized for Billing and Payment, and Shipper fail to make timely payment for service provided by Transporter, or otherwise is in default under the provisions of Transporter's tariff, this Agency Agreement may be revoked by Transporter and the Shipper Service Agreement shall be subject to suspension or termination in accordance with Transporter's tariff. Shipper and Agent shall be jointly and severally liable for all payments due and owing Transporter for all services provided.

If Shipper provides Transporter with a subsequent Agency Agreement covering the same Delivery Point(s), this Agreement will be deemed terminated and will no longer be honored by Transporter.

All obligations of Agent and Shipper to Transporter with respect to Gas Transportation Service provided by Transporter shall survive termination of this Agency Agreement.

This Agency Agreement shall become effective as of _____, and shall continue until terminated in accordance with the Transporter's Gas tariff.

Each individual signing this Agency Agreement on behalf of the Shipper represents and warrants that he or she possesses the requisite authority to bind Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

This Agency Agreement is made and entered into this _____ day of _____, 20____.

SIGNED:

(Shipper)

(Agent)

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

ADVICE LETTER
NUMBER _____

ISSUE
DATE _____

DECISION
NUMBER _____

REGIONAL VICE PRESIDENT,
Policy Development

EFFECTIVE
DATE _____