

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

* * * * *

2000 DEC -5 PM 4:47

IN THE MATTER OF THE APPLICATION OF)
K N GAS GATHERING, INC. AND PUBLIC)
SERVICE COMPANY OF COLORADO)
FOR AUTHORIZATION TO TRANSFER)
CERTAIN NATURAL GAS PIPELINE ASSETS)
BY SALE AND TO PROVIDE SERVICE TO)
SPECIFIC CUSTOMERS BY CONTRACT)
WITHOUT REFERENCE TO TARIFFS.)

DOCKET NO. 00A-415G

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**STIPULATION AND AGREEMENT
IN RESOLUTION OF PROCEEDING**

This Stipulation and Agreement in Resolution of Proceeding ("Stipulation") is entered into by and between Public Service Company of Colorado ("Public Service"), K N Gas Gathering, Inc. ("KNGG"), the Staff of The Public Utilities Commission of the State of Colorado ("Staff"), Trigen-Nations Energy Company, L.L.L.P. ("Trigen"), Coors Energy Company ("Coors Energy"), and CoorsTek, Inc. ("CoorsTek") (collectively referred to herein as the "Parties"). The Parties hereby represent that they have resolved by settlement all issues that were or could have been raised by Staff relevant to the Joint Application of Public Service and KNGG in this docket. The Parties to this Stipulation 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, therefore, the compromises and settlements reflected in this Stipulation are in the public interest. The Parties further state that approval and implementation of the compromises and settlements reflected in this Stipulation constitute a just and reasonable resolution of this proceeding.

I. BACKGROUND

A. The Application

1. Public Service and KNGG filed their Joint Application in this docket on July 25, 2000. In the July 25 Application, KNGG and Public Service sought separate but interrelated authorizations with respect to the proposed transfer from KNGG to Public Service of certain gas pipeline facilities, known as the Golden Pipeline and the NARCO Pipeline, and the gas transportation service after such transfer to the three end-use customers, Coors Energy, CoorsTek, and Trigen (collectively, the "Customers"), who historically have been served off the Golden Pipeline.

2. The Golden Pipeline is a 28-mile long, mostly 12-inch diameter pipeline extending from Erie, Colorado to Golden and Wheat Ridge, Colorado, where it delivers natural gas to several industrial end use and domestic facilities owned by the Customers. The Customers and their predecessors-in-interest have been receiving unregulated service from these facilities for more than 20 years. The predecessor-in-interest of Coors Energy constructed the Golden Pipeline in 1974 as an unregulated facility to serve its own load. Under this ownership, Coors Energy and its predecessor-in-interest provided service to its former subsidiary, now known as CoorsTek. Coors Energy subsequently sold the Golden Pipeline to Trigen. Trigen acquired the Golden Pipeline to serve its own load as well as to continue service to Coors Energy and CoorsTek. In 1997, KNGG acquired the Golden Pipeline to provide service to the Customers. The Customers, who were each prior owners or a subsidiary of the owner of the Golden Pipeline, receive gas transportation service pursuant to the contracts between themselves and KNGG (the

“Contracts”).¹ The Customers and KNGG executed the Contracts with the understanding and intention that service obtained thereunder was not within the scope of the jurisdiction of the Colorado Public Utilities Commission (“Commission”). Subsequent to the execution of the Contracts, the Commission determined that the Golden Pipeline was a public utility facility in two separate proceedings: Public Service Company of Colorado v. Trigen-Nations Energy Company, L.L.L.P., Docket No. 97F-241G and Re: Investigation of K N Gas Gathering, Inc., Docket No. 98C-414G. Public Service, KNGG, and Trigen, as former owner of the Golden Pipeline, have been embroiled in litigation before this Commission and the Colorado district courts surrounding the Commission’s jurisdiction over the Golden Pipeline operations for the better part of four years. The NARCO Pipeline consists of approximately 33 miles of various diameter pipelines connecting the Golden Pipeline at the Erie interconnect to the tailgate of the North American Resources Company’s Fort Lupton gas processing plant.

3. In the Application, KNGG requests an order from the Commission authorizing KNGG to sell the Golden Pipeline and its upstream pipeline extension, the NARCO Pipeline, to Public Service for \$1.75 million. KNGG requested this authorization pursuant to C.R.S. § 40-5-105 and Rule 55 of the Commission’s Rules of Practice and Procedure, 4 C.C.R. 723-1-55. Second, Public Service requests in the Application that it be authorized to provide gas transportation service to the three Customers in accordance with the terms of the Contracts between the Customers and KNGG without reference to Public Service’s gas tariffs. Public

¹ The Contracts, each of which is entitled “Gas Gathering Agreement,” were filed concurrently with the Application under seal as Confidential Appendices B-1, B-2 and B-3, and were also introduced at the hearing in this docket on November 2, 2000, as Hearing Exhibit No. 24. The Contracts were also attached to the Application in their redacted version with confidential information removed as Appendices C-1, C-2 and C-3.

Service requested this authorization pursuant to C.R.S. § 40-3-104.3 and 4 C.C.R. 723-10 “or such other applicable authority deemed appropriate by the Commission.” Public Service also requested the Commission to make certain related determinations with respect to the accounting for the acquisition of the Golden Pipeline and NARCO Pipeline and the prospective treatment of the Contracts in future gas rate proceedings. In particular, Public Service requested that the Commission approve Public Service’s integration of the Golden Pipeline and NARCO Pipeline facilities as part of its overall system operations and declare, for purposes of future rate treatment, that the service provided over such facilities not be treated differently from other discounted gas transportation service agreements. Public Service also requested that the Commission approve the \$1.75 million purchase price as the original cost for accounting purposes under Uniform System of Accounts.

4. On August 10, 2000, Public Service filed the prepared Direct Testimony of Kurtis J. Haeger and KNGG filed the prepared Direct Testimony of Scott D. Emerson in support of the Application.

5. On September 27, 2000, Staff filed the prepared Answer Testimony and Exhibits of three witnesses, Messrs. Wendell D. Winger, Randy Garrouette and Billy Kwan. In its direct case, Staff raised several issues relating to the proposed transfer of the pipeline facilities from KNGG to Public Service. These issues included, *inter alia*, the potential risk assigned to Public Service’s existing customers in future Public Service rate proceedings and Public Service’s ability, as a regulated public utility, to provide service under the Contracts.

6. Each of the Customers submitted testimony establishing that it or its predecessor-in-interest took service under the Contracts, or predecessor versions of the Contracts, beginning in the early 1970’s, and that the Contracts themselves were entered into well before the

Commission asserted jurisdiction over the Golden Pipeline. Each Customer testified that its Contract with KNGG gives the Customer the right to exercise reasonable approval over a contemplated assignment of the Contract by KNGG, as well as the transfer of the Golden Pipeline and NARCO Pipeline facilities. The Customers stated that they entered into the Contracts in good-faith reliance that the rates and other terms thereof could not and would not be altered absent their consent. The Customers further stated that their consent to the transfer of the Golden Pipeline and NARCO Pipeline facilities and assignment of the Contracts necessarily required that the sanctity of the Contracts be maintained.

7. Public Service's witness Kurtis J. Haeger clarified, at the hearing held on October 26, 2000 in this docket, Public Service's plans to physically integrate the NARCO Pipeline into its Front Range system. Specifically, Mr. Haeger testified that Public Service intends to physically disconnect the NARCO Pipeline from the Golden Pipeline at the Erie Meter Station soon after the proposed transfer. Mr. Haeger testified that Public Service would provide physical deliveries to meet its service obligations under the Contracts via its 12-inch transmission system at the Erie Meter Station, where Public Service historically served the Golden Pipeline prior to January 1, 1998.

8. Public Service Witness Donald Basler testified at hearing that Public Service could readily and without added expense, effectively and efficiently assume the obligation under the Contracts to provide gas transportation service to the Customers. Messrs. Haeger and Basler further testified that Public Service intended to honor the sanctity of the Contracts.

II. ISSUES RESOLVED BY THIS STIPULATION

9. The Parties hereby agree that this Stipulation resolves all of the issues that were or could have been raised by Staff in opposition to the Application. Public Service, KNGG and the Staff agree that, with the adoption of the conditions and limitations set forth in this Stipulation, the Commission's approval of the transfer of the Golden Pipeline and the NARCO Pipeline, and assignment of the Contracts, from KNGG to Public Service is in the public interest and should be granted. While the Parties do not agree that approval of the Contracts by the Commission is governed by C.R.S. § 40-3-104.3, the Parties concur that the Commission has authority under the Colorado Constitution and the Colorado Public Utilities Law to approve the Contracts in accordance with the terms and conditions of this Stipulation.

10. With the conditions adopted in this Stipulation, Staff withdraws its opposition in all respects to the authorization requested by Public Service to fully integrate, both physically and operationally, into its gas delivery system the Golden Pipeline and NARCO Pipeline upon the transfer of these facilities from KNGG. In addition, Public Service withdraws its request, as set forth in the Stipulation, that the Commission declare, for purposes of future rate treatment, that the service provided under the Contracts should not be treated differently from other discounted gas transportation service agreements.

11. Public Service and Staff agree that for purposes of accounting for the acquisition of the facilities in accordance with Gas Plant Instructions Nos. 2 and No. 5 of the Uniform System of Accounts, the original cost of the Golden Pipeline and NARCO Pipeline shall be deemed to be equal to the \$1.75 million purchase price of the facilities.

A. Commission Approval of the Contracts

12. The Parties agree that there are unique and unusual circumstances in this case that warrant the Commission's approval of the Contracts and the provision of service by Public Service pursuant to the terms and conditions of the Contracts, once the Contracts have been transferred to Public Service by KNGG. The Parties further agree that the circumstances giving rise to the uniqueness of the Contracts – service historically provided on an unregulated facility pursuant to service agreements executed well before the assertion of Commission jurisdiction – have virtually no likelihood of being duplicated or repeated and, thus, will establish no precedents. While the Parties agree that the Commission has sufficient authority under the Colorado Constitution and the Colorado Public Utilities Law to approve the Contracts and the provision of service by Public Service pursuant to the terms and conditions of the Contracts, the Parties acknowledge that the Commission has certain options as to how such approval will take place. The Parties do not in this Stipulation propose that the Contracts be approved under the authority of C.R.S. § 40-3-104.3. The Parties hereto propose that the Commission choose between two options, as follows:

- (a) The Parties propose that the Commission approve the Contracts pursuant to the Commission's general powers under article XXV of the Colorado Constitution and under the Colorado Public Utilities Law, including but not limited to C.R.S. § 40-6-111(1), and that the approved Contracts be afforded treatment similar to the treatment afforded contracts under C.R.S. § 40-3-104.3, as specifically described below. The Commission's approval of the Contracts under such a stand-alone basis without a tariff should preserve all of the Customers' rights and

privileges under the terms of the Contracts and authorize Public Service to provide service to the Customers, prospectively, under the Contracts as written.

- (b) The Parties propose that the Commission approve tariff sheets contained in Appendix A that establish three new rate schedules for special gas transportation contract service, designated as Rate Schedules SGTCs-1, SGTCs-2 and SGTCs-3, that will cover service to each of the three Customers under the Contracts. The Parties agree that such tariff sheets shall be in identical form as set forth in the *pro forma* tariff sheets contained in Appendix A, which is attached hereto and made a part hereof by this reference, with the applicable references to the Commission's anticipated decision in this docket inserted in the spaces provided. The Commission's approval of the special gas transportation contract service tariffs should preserve all of the Customers' rights and privileges under the terms of the Contracts.

13. As part of the agreed-upon comprehensive resolution of these various issues, if this Stipulation is approved by the Commission and the Commission chooses the second option, Public Service agrees to file an advice letter containing these tariff sheets within thirty (30) days of a final Commission order approving this Stipulation in all respects. In order to implement the tariff sheets agreed to herein in conjunction with the effective date of the transaction between Public Service and KNGG to transfer the Golden Pipeline and NARCO Pipeline to Public Service, the Parties agree that Public Service may specify an effective date any time within the first thirty (30) days following the date of the Commission's order approving this Stipulation by advice letter on not less than one day's notice.

14. Whether the Commission approves and requires filing of the Contracts as they stand under seal as the basis for service by Public Service to the Customers, or approves and requires filing of special gas transportation contract service tariffs, with the Contracts as they stand filed under seal, the Parties request that the Commission order that the Contracts be, and remain, subject to the same level of confidentiality as contracts filed and approved pursuant to C.R.S. § 40-3-104.3(1)(b), that is: the Contracts shall be filed with the Commission under seal and treated as confidential by the Commission and be subject to inspection and/or discovery review only by the Commission, the Staff and the Colorado Office of Consumer Counsel. The Parties agree that the record in this docket establishes that the terms of the Contracts are highly competitively sensitive and contain trade secret and confidential proprietary business information, the disclosure of which could cause the Customers irreparable harm.²

B. Minimum Revenue Guarantees In Future Gas Rate Cases

15. Public Service and the Staff agree that revenues and expenses attributable to service under the three Contracts and other gas transportation service utilizing the Golden Pipeline will generally be included in the revenue requirements in future gas rate cases for the purpose of developing gas service rates applicable to Public Service's general body of rate payers, without prejudice to any claims that the expenses were not prudently incurred or the associated facilities are no longer used and useful in the provision of public utility service. In any such rate case for which the end of the test period is before October 1, 2020, Public Service shall separately state the revenues attributable to service under the Contracts in its revenue requirements study or in

² The Commission has reserved the authority to order this level of confidentiality trade-secret-type documents such as the Contracts under its confidentiality rules. See 4 CCR 723-16-4 and 4 CCR 723-16-3.

supporting workpapers. In addition, one of the following revenue amounts shall be used, as applicable:

- (a) If actual revenues for gas transportation service to the Customers under the Contracts during the test period are \$240,000³ or greater, then actual test year revenues shall be included.
- (b) If actual revenues for gas transportation service to the Customers under the Contracts during the test period are less than \$240,000, but the simple arithmetic average of the actual annual revenues booked by Public Service (or KNGG as to any period prior to the transfer) for gas transportation service to the Customers under the Contracts over the three-year period ending on the last day of the test period was \$240,000 or greater, based upon the maximum daily quantities to which the Customers were entitled under the Contracts as of the date of the Commission's order approving this Stipulation (including any capacity entitlements provided for under the Contracts not yet exercised by the Customers), then actual test year revenues shall be included.
- (c) If neither subparagraph (a) nor subparagraph (b) applies, then actual test year revenues shall not be used. Instead, an imputed revenue amount of \$240,000 shall be included in place of the actual test year revenues.

³ This amount reflects the approximate average revenue requirement factor applicable to firm gas transportation service on Public Service's system (24%) applied to the \$1,000,000 net investment of Public Service in the Golden Pipeline and NARCO Pipeline, after reducing the gross investment by \$750,000 to reflect the capital cost savings attributable to Public Service's general system from use of the excess capacity provided by a portion of the NARCO Pipeline.

16. On or before March 31, 2001, Public Service shall file, in cooperation with KNGG, which KNGG agrees to provide, a schedule showing the actual revenues booked under the Contracts for each month during the period January 1998 through the later of December 2000 or the month in which the transfer of the facilities and Contracts from KNGG to Public Service became effective. In addition, KNGG shall provide to Public Service, and Public Service shall retain and make available to Staff upon request, sufficient source data to verify the revenues booked under the Contracts for this period.

C. Limitation on Major Capital Expenditures

17. In any rate case for which the end of the test period is before October 1, 2020, Public Service shall not include in the development of its revenue requirements the cumulative total of all capital expenditures incurred by Public Service for major repairs, relocation or replacement of the Golden Pipeline and, until physically disconnected from the Golden Pipeline, the NARCO Pipeline as well, ("Major Capital Expenditures") in excess of the following prescribed limits:

Calendar Year in Which Rate Case Filed	Limitation on Major Capital Expenditures
2001-2005	\$ 500,000
2006-2010	1,000,000
2011-2015	1,500,000
2016-2022	2,000,000

18. The above limitations on Major Capital Expenditures represent the greatest amount, on a cumulative gross plant basis, that Public Service may include in its rate base in the development of its rates for general gas service in a rate proceeding should there be no incremental or future loads to be served by Public Service using the Golden Pipeline, which loads were not provided for under the original terms of the Contracts. If in the future Public Service serves incremental or new loads using the Golden Pipeline, which loads were not

provided for under the original terms of the Contracts, Public Service may seek to recover amounts for Major Capital Expenditures above these limits ("Excess Major Capital Expenditures") by showing that the Excess Major Capital Expenditures for which it seeks recovery are justified by such incremental or new loads.

19. For purposes of calculating the capital expenditures subject to the limitation on Major Capital Expenditures, Major Capital Expenditures shall include all projects for which the costs are properly chargeable to the gas plant accounts in accordance with the Uniform System of Accounts and capitalized (as opposed to expensed) pursuant to Public Service's accounting policies and procedures in effect from time to time applicable to gas transmission facilities, except that all projects for which the project costs exceed \$10,000 shall be capitalized, unless otherwise required by any applicable Commission rule, regulation or order. Projects shall be considered associated with the replacement of the Golden Pipeline and/or NARCO Pipeline, and included within the definition of Major Capital Expenditures, to the extent the capital expenditures are necessary to replace or maintain the pipeline capacity of the Golden Pipeline of 62,000 Dth/day, based on 500 psig delivery pressure at the Erie interconnect and 200 psig inlet pressure at the Coors Pressure Reducing Station. Project costs that are incurred by Public Service to expand the capacity of the Golden Pipeline beyond 62,000 Dth/day, based on 500 psig delivery pressure at the Erie interconnect and 200 psig inlet pressure at the Coors Pressure Reducing Station, shall not be included within the definition of Major Capital Expenditures.

20. In any gas rate case in which the above limitations on Major Capital Expenditures have been exceeded, Public Service shall make an adjustment to the test period revenue requirements which excludes the revenue requirement effect of removing the amount of Excess

Major Capital Expenditures from its rate base except that Public Service may request recovery of Excess Major Capital Expenditures as provided by ¶ 18 of this Stipulation and Agreement.

21. The above limitations on Major Capital Expenditures are cumulative. If any accumulated Major Capital Expenditures are excluded in any rate case because the Major Capital Expenditure limitation for that test period is exceeded, such amounts shall be included in the accumulated Major Capital Expenditure amounts for purposes of determining whether the Major Capital Expenditure limitation for the test period in any future rate case has been exceeded. No carrying costs or interest on construction work in progress related to any Excess Major Capital Expenditures excluded in any prior rate case shall be included in any subsequent rate case.

D. Management of Gas Balancing Under the Contracts

22. Public Service agrees to administer the gas balancing provisions under the Contracts in such a manner so as to minimize to the extent practicable any adverse impacts of excessive imbalances accrued by any Customer under the Contracts on a daily basis. In written communications between Public Service and Staff, Public Service detailed how Public Service plans to administer the gas balancing provisions of the Contracts in conjunction with the existing gas transportation tariff provisions and business processes in place for gas transportation service on Public Service's system. Contemporaneously with the filing of this Stipulation, Public Service is filing a letter with the Commission in this docket containing these representations. It is understood and agreed that Public Service's agreement and representations to Staff as set forth in this paragraph 22 shall not be construed as modifying any provision of the Contracts or prejudicing any Customer's right to dispute Public Service's interpretation or application of any provision under the Contracts.

III. APPROVAL AND MODIFICATION

23. To implement the provisions of paragraph 13 above in the event the Commission chooses to direct Public Service to make a tariff filing in conjunction with its approval of the Contracts, the Parties request that the Commission authorize Public Service to file tariff sheets identical in form to the *pro forma* tariff sheets contained in Appendix A, with the correct references to the anticipated Commission decision in this docket inserted in the spaces provided, on not less than one day's notice.

24. This Stipulation shall not become effective and shall be of no force and effect until the issuance of a final Commission order which accepts and approves this Stipulation and Agreement as to all of its terms and conditions. If this Stipulation is rejected by the Commission, then this Stipulation shall be null and void and of no force and effect in this or any other proceeding. In the event the Commission imposes conditions or modifications to its approval of this Stipulation which are not acceptable to any party hereto, such party shall notify the other parties within twenty (20) days after the date the Commission's decision becomes final, which shall be effective notice to render this Stipulation null and void, whether or not any tariff sheets filed pursuant to the terms hereof would otherwise be scheduled to go into effect.

IV. GENERAL PROVISIONS

25. The Parties hereto agree that this Stipulation should be approved, in its entirety, subject to the terms and conditions provided herein.

26. The Parties state that approval and implementation of the compromises and settlements reflected in this Stipulation will result in savings to all concerned by avoiding litigation, and that the results of such compromises are a just and reasonable resolution of this

proceeding. Each party hereto pledges its support of this Stipulation and urges the Commission to approve same. For those Parties hereto for whom this Stipulation is executed by counsel, such counsel states that it has authority to execute this Stipulation on behalf of its client(s).

27. Approval of this Stipulation by the Commission shall constitute a determination that the Stipulation represents a just, equitable and reasonable resolution of all issues which were or could have been contested between the Parties hereto in this proceeding. Notwithstanding the resolution of the issues set forth in this Stipulation, none of the methodologies or ratemaking principles herein contained shall be deemed by the Parties to constitute a settled practice or precedent in any future proceeding, and nothing herein shall constitute a waiver by any party with respect to any matter not specifically addresses herein. Further, by entering into this Stipulation, no party shall be deemed to have agreed to any specific principles or method of ratemaking.

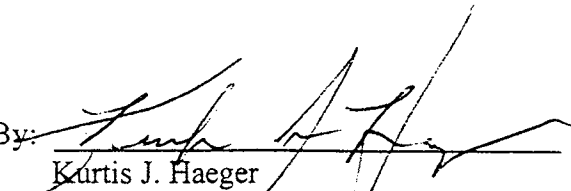
28. Except as otherwise provided herein, neither anything said, admitted or acknowledged in the negotiations leading up to the execution of said Stipulation, the settlement terms and conditions contained in this Stipulation, nor the Stipulation itself, may be used in this or any other administrative or court proceeding by any of the Parties hereto.

29. The Parties agree to a waiver of compliance with any requirements of the Commission's Rules and Regulations to the extent necessary to permit all provisions of this Stipulation to be carried out and effectuated.

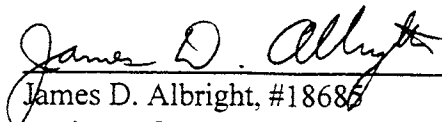
Dated this 5th day of December, 2000

Respectfully submitted,

PUBLIC SERVICE COMPANY OF COLORADO

By: 
Kurtis J. Haeger
Director, Gas Acquisition and Trading
Xcel Energy Services Inc.

Approved As To Form:

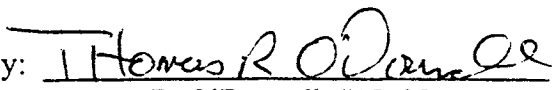

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COORS ENERGY COMPANY

By: 
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Respectfully submitted,

PUBLIC SERVICE COMPANY OF COLORADO

Approved As To Form:

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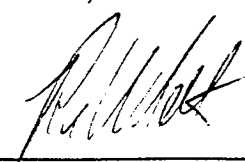
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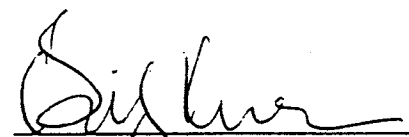
COORSTEK, INC.

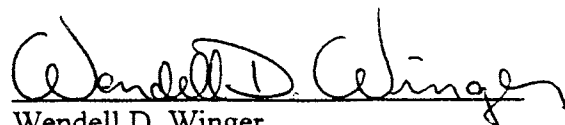
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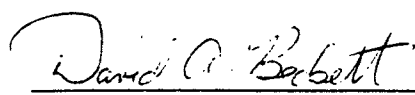
STAFF OF THE PUBLIC UTILITIES COMMISSION

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Energy Analyst

By: 
Wendell D. Winger
Senior Economist

By: 
Randy Garrouette
Financial Analyst IV

Approved As To Form:


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Assistant Attorney General
Office of Attorney General
Business and Licensing Section
1525 Sherman St., 5th Floor
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Attorney for the Staff of the Colorado
Public Utilities Commission

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of December, 2000, an original and three copies of the foregoing "STIPULATION AND AGREEMENT IN RESOLUTION OF PROCEEDING" were hand delivered to:

Bruce Smith, Director
Colorado Public Utilities Commission
1580 Logan, OL2
Denver, CO 80203

and copies were faxed, hand delivered, or placed in the United States Mail, postage prepaid, addressed to:

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Thomas P. O'Dell

APPENDIX A

PUBLIC SERVICE COMPANY OF COLORADO

First Revised _____ Sheet No. 22

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

Original _____ Cancels 22-29
Sheet No. _____

NATURAL GAS RATES
SPECIAL GAS TRANSPORTATION CONTRACT SERVICE

SCHEDULE SGTCS-1

APPLICABILITY

Applicable to gas transportation service providing for deliveries from the Golden pipeline facilities pursuant to the rates, terms and conditions set forth in, and during the term of, the special Gas Gathering Agreement between Company and Coors Energy Company ("Shipper"), as approved by The Public Utilities Commission of the State of Colorado in Decision No. C00-____, mailed December __, 2000, in Docket No. 00A-415G. The historical basis for such service is as described in paragraph 2 of the Stipulation and Agreement in Resolution of Proceeding approved by the Commission in Decision No. C00-____. Not applicable to gas sales or transportation service to any other customer.

COMMISSION JURISDICTION

The gas transportation service provided by the Company as described herein is subject to the jurisdiction of The Public Utilities Commission of the State of Colorado.

CONFIDENTIALITY

Due to the special circumstances recited in Decision No. C00-____, mailed December __, 2000, in Docket No. 00A-415G, approving extraordinary confidentiality treatment, the special Gas Gathering Agreement between Company and Shipper has been filed under seal and shall be available for inspection only by the Commission, its staff and the Colorado Office of Consumer Counsel.

ADJUSTMENTS

The rates for service hereunder shall not be subject to any adjustments that are on file and in effect from time to time in the Company's Colorado PUC gas tariff, as same may be amended from time to time.

TERMS OF SERVICE

The rates, terms and conditions for service provided for hereunder shall not be changed except as specifically provided for in the special Gas Gathering Agreement between Company and Shipper, or as may be mutually agreed upon between Shipper and Company. Any such change to the rates, terms and conditions for service shall be filed with the Commission and, to the extent required by law, shall be subject to approval by The Public Utilities Commission of the State of Colorado.

(Continued on Sheet No. 22A)

Original

22A

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

MANAGING DIRECTOR,
Public Utilities Administration
NATURAL GAS RATES

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY ~~ET AL~~ TRANSPORTATION CONTRACT SERVICE

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

SCHEDULE SGTCs-1

Sheet No. _____
Cancels
Sheet No. _____

PRIORITY

Service under this rate schedule shall be the equivalent of firm gas transportation service for purposes of priority in the event of capacity curtailment.

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

MANAGING DIRECTOR,
Regulatory Administration

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

Original

Sheet No. 23

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

Cancels
Sheet No.

NATURAL GAS RATES
SPECIAL GAS TRANSPORTATION CONTRACT SERVICE

SCHEDULE SGTCS-2

APPLICABILITY

Applicable to gas transportation service providing for deliveries from the Golden pipeline facilities pursuant to the rates, terms and conditions set forth in, and during the term of, the special Gas Gathering Agreement between Company and CoorsTek, Inc. ("Shipper"), as approved by The Public Utilities Commission of the State of Colorado in Decision No. C00-____, mailed December __, 2000, in Docket No. 00A-415G. The historical basis for such service is as described in paragraph 2 of the Stipulation and Agreement in Resolution of Proceeding approved by the Commission in Decision No. C00-____. Not applicable to gas sales or transportation service to any other customer.

COMMISSION JURISDICTION

The gas transportation service provided by the Company as described herein is subject to the jurisdiction of The Public Utilities Commission of the State of Colorado.

CONFIDENTIALITY

Due to the special circumstances recited in Decision No. C00-____, mailed December __, 2000, in Docket No. 00A-415G, approving extraordinary confidentiality treatment, the special Gas Gathering Agreement between Company and Shipper has been filed under seal and shall be available for inspection only by the Commission, its staff and the Colorado Office of Consumer Counsel.

ADJUSTMENTS

The rates for service hereunder shall not be subject to any adjustments that are on file and in effect from time to time in the Company's Colorado PUC gas tariff, as same may be amended from time to time.

TERMS OF SERVICE

The rates, terms and conditions for service provided for hereunder shall not be changed except as specifically provided for in the special Gas Gathering Agreement between Company and Shipper, or as may be mutually agreed upon between Shipper and Company. Any such change to the rates, terms and conditions for service shall be filed with the Commission and, to the extent required by law, shall be subject to approval by The Public Utilities Commission of the State of Colorado.

(Continued on Sheet No. 23A)

Original

23A

ADVICE LETTER
NUMBER _____

ISSUE
DATE _____

DECISION
NUMBER _____

MANAGING DIRECTOR,
NATURAL GAS RATES

EFFECTIVE
DATE _____

L. [Signature]

PUBLIC SERVICE COMPANY OF COLORADO TRANSPORTATION CONTRACT SERVICE

SCHEDULE SGTCS-2

Sheet No. _____

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

Cancels
Sheet No. _____

PRIORITY

Service under this rate schedule shall be the equivalent of firm gas transportation service for purposes of priority in the event of capacity curtailment.

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

MANAGING DIRECTOR,
Regulatory Administration

ISSUE
DATE _____

EFFECTIVE
DATE _____

PUBLIC SERVICE COMPANY COLORADO

Original

Sheet No. 24

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

Cancels
Sheet No.

NATURAL GAS RATES
SPECIAL GAS TRANSPORTATION CONTRACT SERVICE

SCHEDULE SGTCS-3

APPLICABILITY

Applicable to gas transportation service providing for deliveries from the Golden pipeline facilities pursuant to the rates, terms and conditions set forth in, and during the term of, the special Gas Gathering Agreement between Company and Trigen-Nations Energy Company, L.L.L.P. ("Shipper"), as approved by The Public Utilities Commission of the State of Colorado in Decision No. C00-____, mailed December __, 2000, in Docket No. 00A-415G. The historical basis for such service is as described in paragraph 2 of the Stipulation and Agreement in Resolution of Proceeding approved by the Commission in Decision No. C00-____. Not applicable to gas sales or transportation service to any other customer.

COMMISSION JURISDICTION

The gas transportation service provided by the Company as described herein is subject to the jurisdiction of The Public Utilities Commission of the State of Colorado.

CONFIDENTIALITY

Due to the special circumstances recited in Decision No. C00-____, mailed December __, 2000, in Docket No. 00A-415G, approving extraordinary confidentiality treatment, the special Gas Gathering Agreement between Company and Shipper has been filed under seal and shall be available for inspection only by the Commission, its staff and the Colorado Office of Consumer Counsel.

ADJUSTMENTS

The rates for service hereunder shall not be subject to any adjustments that are on file and in effect from time to time in the Company's Colorado PUC gas tariff, as same may be amended from time to time.

TERMS OF SERVICE

The rates, terms and conditions for service provided for hereunder shall not be changed except as specifically provided for in the special Gas Gathering Agreement between Company and Shipper, or as may be mutually agreed upon between Shipper and Company. Any such change to the rates, terms and conditions for service shall be filed with the Commission and, to the extent required by law, shall be subject to approval by The Public Utilities Commission of the State of Colorado.

PRIORITY

Service under this rate schedule shall be the equivalent of firm gas transportation service for purposes of priority in the event of capacity curtailment.

ADVICE LETTER
NUMBER _____

DECISION
NUMBER _____

MANAGING DIRECTOR,
Regulatory Administration

ISSUE
DATE _____

EFFECTIVE
DATE _____