

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

REGISTRATION  
STATE OF COLORADO  
PUBLIC UTILITIES COMM.  
2003 SEP -2 PM 4:48

\* \* \* \* \*

RE: THE INVESTIGATION AND SUSPENSION )  
OF TARIFF SHEETS FILED BY PUBLIC SERVICE )  
COMPANY OF COLORADO WITH ADVICE )  
LETTERS 1388-ELECTRIC AND 607-GAS )

DOCKET NO. 03S-185EG

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REVISED STIPULATION AND SETTLEMENT AGREEMENT

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Public Service Company of Colorado ("Public Service" or the "Company") and the Staff of the Public Utilities Commission ("Staff"), (collectively, the "Parties"), hereby enter into this Stipulation and Settlement Agreement ("Stipulation") with respect to all issues disputed in this Docket.

**INTRODUCTION**

On April 11, 2003, Public Service filed Advice Letter No. 1388 – Electric. On April 15, 2003, the Company filed Advice Letter No. 1388 – Electric Amended which superseded Advice Letter No. 1388 – Electric, and Advice Letter No. 607 – Gas. With these Advice Letters, Public Service seeks to place into effect a credit or debit card payment option for its Colorado retail electric and gas customers.

On May 13, 2003, the Colorado Public Utilities Commission ("Commission") suspended the effective date of these proposed tariffs by its Decision No. C03-0484, and set this matter for hearing on September 5, 2003. Staff intervened in this matter on June 12, 2003.

SEP - 3 2003

This Stipulation resolves all issues that have been or could have been raised by Staff regarding the new tariffs filed with Advice Letter Nos. 1388-Electric Amended and 607-Gas.

### **BACKGROUND**

Public Service has contracted with a bill payment service company called NCO Financial Systems ("NCO") to offer a credit/debit card payment option to its retail electric and gas customers in Colorado. NCO was chosen from among three companies that responded to a Request For Proposal ("RFP") issued by Xcel Energy Services, Inc. NCO was selected because it offered the most attractive package of services for a reasonable fee. Specifically, unlike the other two companies that responded to the RFP, NCO offered Xcel Energy's customers the option to pay by Diners Club, in addition to VISA, Master Card and Discover. Additionally, NCO distinguished itself by having live customer service representatives available from 7:00 a.m. to 10:00 p.m. (M-F) and 7:00 a.m. to 1:00 p.m. on Saturday. Finally, unlike the other respondents, NCO provides Xcel Energy customer service and credit representatives access to a Payment Viewing Portal ("PVP") that will permit them real time access to customer credit/debit card payment records. NCO agreed to provide this enhanced package of services for a fee that was reasonably comparable to the fee proposed by the other two respondents to the RFP.

### **AGREEMENT**

1. Amendment of Proposed Tariff Language. Public Service agrees to amend the proposed tariff language relating to its credit/debit card payment method as set forth in Attachment A to this Stipulation. These changes include: (1) deleting all

references in the proposed tariff to “the Company’s agent”; (2) amending the language in the schedule of charges to clarify that the convenience fee will be assessed for each credit/debit card transaction; (3) adding language providing that, for a customer with a combined gas and electric bill, the per transaction convenience fee shall be based on the total combined charge for the gas and electric service; and (4) revising the per transaction convenience fee schedule to provide for a flat \$4.85 fee for each credit/debit card payment up to \$500.00 and for an additional \$4.85 fee for each \$500.00 increment above the initial \$500.00. Additionally, the revised tariffs expressly provide that the per transaction convenience fee is only assessed once if a customer pays his/her combined gas and electric monthly bill with a single credit/debit card transaction. The Parties further note that if a customer pays a portion of his/her monthly bill with a credit card, and later pays the remainder of his/her monthly bill with a credit/debit card, two convenience fees will be assessed.

2. Customer Notice. Staff questioned how the Company plans to notify customers of its credit/debit card payment option. Public Service agrees to notify its retail electric and gas customers of the credit/debit card payment option through bill inserts or newsletters, such as Update. The notification shall include the advisory that, “Credit/debit card payments are subject to a transaction convenience fee of \$4.85 for each credit/debit card payment up to \$500.00. For credit/debit card payments above \$500.00, the transaction convenience fee will increase by \$4.85 per \$500.00 increment above the initial \$500.00.

3. Additional Customer Notice of Per transaction Convenience Fee. Public Service agrees that it shall advise each customer that contacts it regarding payment by

credit/debit card, whether contact is made by telephone, internet, or IVR, that there is a per transaction convenience fee associated with such payment method and of the exact amount of such transaction convenience fee. Public Service further agrees that each customer who desires to pay by credit/debit card shall be transferred to its agent for processing credit/debit card transactions, NCO Financial Systems, which agent shall also be required to notify customers that there is a per transaction convenience fee associated with paying their Public Service bill with a credit/debit card. NCO Financial Systems shall be required to calculate and advise the customer of the exact convenience fee associated with each credit/debit card transaction before obtaining the customer's confirmation of the transaction. Customers shall be given the option to cancel the transaction after they have been specifically advised of the associated convenience fee.

4. Changes in Credit/Debit Card Per Transaction Convenience Fees to be Accomplished by Tariff Filing. The Company agrees that all changes to its credit/debit card per transaction convenience fees shall be accomplished by making an appropriate tariff filing.

5. Annual Report. Commencing twelve months from the effective date of the Company's tariff placing into effect the credit/debit card payment option, Public Service agrees to provide Staff with an annual report in the form reflected in Attachment B showing the total number of Colorado credit/debit card transactions by month, broken down by whether the transaction was processed at the call center, over the internet or by IVR.

6. Length of Pilot. Public Service agrees to offer optional credit/debit card payment method as a pilot program until September 30, 2006. The Company shall meet with Staff, ninety (90) days prior to the end of the pilot to discuss the effectiveness of the program. The Company and Staff agree to discuss, among other matters, the impact of the credit/debit card program on cash working capital, uncollectibles and bad debt expense. Both the Company and the Staff reserve the right to suggest at any time to the Commission that changes should be made to the pilot, including termination of the pilot prior to the three year term. At least thirty days prior to the date on which the pilot is scheduled to end, Public Service shall, at its option, file an Advice Letter to continue the credit/debit card payment method in effect.

7. Public Interest. The Parties agree that approval of a credit/debit card payment method option, including the schedule of per transaction convenience fees set forth in Attachment A, will benefit the Company's retail customers by giving them greater choice with regard to how they pay their energy bill. The Parties have taken steps to ensure that all customers will receive adequate notice of the associated convenience fee that will be assessed for each credit/debit transaction and will have adequate opportunity to avoid the fee and choose an alternative method of paying their invoice. Accordingly, Staff and the Company agree that the introduction of the proposed credit/debit card payment option is consistent with the public interest.

This Stipulation reflects a compromise and settlement of all issues raised or that could have been raised in this Docket.

This Stipulation shall not become effective until the issuance of a final Commission Order approving the Stipulation, which Order does not contain any

modification of the terms and conditions of this Stipulation, which is unacceptable to either of the Parties. In the event the Commission modifies this Stipulation in a manner unacceptable to either Party, that Party shall have the right to withdraw from this Stipulation and proceed to hearing on the issues that may be appropriately raised by that Party in this docket. The withdrawing Party shall notify the Commission and the other Party to this Agreement by e-mail within three business days of the Commission modification that the Party is withdrawing from the Stipulation and that the Party is ready to proceed to hearing; the e-mail notice shall designate the precise issue or issues on which the Party desires to proceed to hearing (the "Hearing Notice"). Once the Stipulation has been terminated in this fashion, the Parties shall have and be entitled to exercise all rights with respect to the issues that are heard that they would have had in the absence of this Stipulation.

Hearing shall be scheduled on all of the issues designated in the formal notice filed with the Commission as soon as practicable. In the event that this Stipulation is not approved, or is approved with conditions that are unacceptable to any Party who subsequently withdraws, the negotiations or discussions undertaken in conjunction with the Stipulation shall not be admissible into evidence in this or any other proceeding, except as may be necessary in any proceeding to enforce this Stipulation.

Approval by the Commission of this Stipulation shall constitute a determination that the Stipulation represents a just, equitable and reasonable resolution of all issues that were or could have been contested among the Parties in this proceeding. The Parties to this Stipulation state that reaching agreement in this docket as set forth in this Stipulation by means of a negotiated settlement is in the public interest and that the

results of the compromises and settlements reflected by this Stipulation are just, reasonable and in the public interest.

This Stipulation may be executed in counterparts, all of which when taken together shall constitute the entire agreement with respect to the issues addressed by this Stipulation.

Dated this 2<sup>nd</sup> day of September, 2003.

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COLORADO

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Company of Colorado

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Public Utilities



PUBLIC SERVICE COMPANY OF COLORADO

COLO. P.U.C. No. 7 Electric

Attachment A

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

Sheet No. 25B

Cancels  
 Sheet No. \_\_\_\_\_

ELECTRIC RATES	RATE
ELECTRIC SERVICE	
SCHEDULE OF CHARGES FOR RENDERING SERVICE	
<p>To achieve payment from a customer who opts to pay his/her monthly electric bill with a credit or debit card, a per transaction convenience fee of \$4.85 shall be charged for any credit or debit card payment up to \$500, and an additional \$4.85 shall be assessed for each \$500 increment above the initial \$500 payment.</p> <p>For a customer with a combined gas and electric bill, the per transaction convenience fee shall be based on the total combined charges for gas and electric service and will be assessed only once if a customer pays his/her combined gas and electric monthly bill as a single credit/debit card transaction:</p> <p>The credit or debit card payment option and the associated per transaction convenience fees as set forth above are available as a pilot program offered through September 30, 2006, unless modified or extended.</p>	<p>N</p> <p>N</p> <p>N</p>

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

DECISION NUMBER \_\_\_\_\_

VICE PRESIDENT,  
 Policy Development

ISSUE DATE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

COLO. PUB. No. 7 Electric

ATTACHMENT A

PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No.     R1    

Cancels  
Sheet No. \_\_\_\_\_

RULES AND REGULATIONS  
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PUBLIC SERVICE COMPANY OF COLORADO

P.O. PUC No. 7 Electric Attachment A

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

Sub. First Revised Sheet No. R20  
Original Cancels  
Sheet No. R20

RULES AND REGULATIONS  
ELECTRIC SERVICE  
GENERAL

MONTHLY BILLS

Bills for service will be rendered monthly. The term "month" for billing purposes means the period between any two consecutive regular readings by the Company of the meters at the customer's premises, such readings to be taken as nearly as may be practicable every thirty days. However, the Company reserves the right to require payment of bills for service at more frequent intervals. In such event, meters will be read at the intervals specified by the Company. If the Company is unable to read a meter after reasonable effort, the customer will be billed on an estimated usage based on the best available information.

If an initial or final bill is for a period less than the "monthly" billing period described above, billing will be prorated using a ratio of the number of days between actual read dates, to the number of days between the scheduled and actual read dates.

All bills for service, including any excise tax imposed by governmental authority, are due and payable at an office of the Company, or to an authorized agent of the Company, not later than the due date shown on the bill. The bill will be considered as received by the customer when mailed to, or left at, the location where service is used or at some other location that has been mutually agreed upon. Final bills, weekly bills, special bills, and bills for connection and reconnection are due on presentation. If the customer fails to receive a bill, the Company, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the customer from payment for service rendered.

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

If a customer gives notice at the Company's office prior to the time that payment is due that the correctness of the bill is disputed, stating reasons therefore, the Company will investigate the complaint. However, such notice disputing correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect, the Company will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

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PUBLIC SERVICE COMPANY OF COLORADO

COLO. PUC No. 7 Electric Attachment A

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

Sheet No. R21

Cancels  
Sheet No.

RULES AND REGULATIONS  
ELECTRIC SERVICE  
GENERAL

CREDIT OR DEBIT CARD PAYMENT OPTION

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

AVERAGED MONTHLY PAYMENT PLAN FOR RESIDENTIAL AND SMALL SECONDARY CUSTOMERS LOCATED WITHIN THE COMPANY'S GRAND JUNCTION, RIFLE, PUEBLO AND SAN LUIS VALLEY DIVISIONS

Customers located within the Company's Grand Junction, Rifle, Pueblo and San Luis Valley divisions served under Residential, Commercial and Industrial Service Rates who have no Notice of Discontinuance of Service pending may elect, at their option, to pay monthly bills for service on an Averaged Monthly Payment Plan beginning with any billing month. Customers served under rate Schedules SSS, PSS and TSS as well as seasonal Commercial or Industrial customers are not eligible for service on an Averaged Monthly Payment Plan. A seasonal customer shall be a customer whose in-season billing demands for a minimum of six consecutive billing months equal or exceed seventy-five percent (75%) of the highest measured demand occurring during said period and whose off-season measured demand during the prior off-season is less than thirty percent (30%) of the maximum in-season measured demand for a minimum of three consecutive billing months.

Residential, and small secondary customers electing the Averaged Monthly Payment Plan shall pay a monthly amount equal to the estimated total annual bill divided by twelve (12). The estimated total annual bill is calculated based on a customer's most recent twelve (12) months' consumption and the then current rates of the Company. If the customer's consumption information is available for less than twelve (12) months, the available consumption information will be annualized to a common denominator of 365 days. Unless a review on the subsequent fourth (4<sup>th</sup>), seventh (7<sup>th</sup>) or tenth (10<sup>th</sup>) month following the initial average monthly payment month shows an annual payment surplus or deficiency that exceeds a corporate-wide annual variance threshold, the averaged monthly payment shall be paid by the customer for eleven (11) months. The twelfth (12<sup>th</sup>) month's payment shall be a settlement amount equal to the difference between the total of the prior eleven (11) months' payments and the actual billings for the twelve (12) month period.

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PUBLIC SERVICE COMPANY OF COLORADO

COLORED No. 6 Gas Attachment A

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

Sheet No. 12A  
 Cancels \_\_\_\_\_  
 Sheet No. \_\_\_\_\_

GAS RATES	RATE
GAS SERVICE	
SCHEDULE OF CHARGES FOR RENDERING SERVICE	
<p>To achieve payment from a customer who opts to pay his/her monthly natural gas bill with a credit or debit card, a per transaction convenience fee of \$4.85 shall be charged for any credit or debit card payment up to \$500, and an additional \$4.85 shall be assessed for each \$500 increment above the initial \$500 payment.</p> <p>For a customer with a combined gas and electric bill, the per transaction convenience fee shall be based on the total combined charges for gas and electric service and will be assessed only once if a customer pays his/her combined gas and electric monthly bill as a single credit/debit card transaction.</p> <p>The credit or debit card payment option and the associated per transaction convenience fees as set forth above are available as a pilot program offered through September 30, 2006, unless modified or extended.</p>	

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VICE PRESIDENT,  
 Policy Development

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PUBLIC SERVICE COMPANY OF COLORADO

COLO. PUBLIC No. 6 Gas

Attachment A

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

Sheet No.     R1      
Cancels  
Sheet No.           

RULES AND REGULATIONS  
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PUBLIC SERVICE COMPANY OF COLORADO

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

Sheet No. R10  
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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

MONTHLY BILLS - Cont'd

If a customer gives notice at the Company's office prior to the time that payment is due that the correctness of the bill is disputed, stating reasons therefore, the Company will investigate the complaint. However, such notice disputing correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect, the Company will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

CREDIT OR DEBIT CARD PAYMENT OPTION

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

TEMPORARY OR INTERMITTENT SERVICE

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

POSSESSION OF GAS

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

CUSTOMER'S INSTALLATION

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

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PUBLIC SERVICE COMPANY OF COLORADO

Sheet No. R11

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

\_\_\_\_\_ Cancels  
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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

CUSTOMER'S INSTALLATION - Cont'd

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

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

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

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

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

The Company reserves the right to require the customer to reimburse the Company for any cost due to a change in meters or other apparatus or in their location made at the request of the customer. Meters and other equipment of the Company will be removed or relocated only by employees or agents of the Company.

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VICE PRESIDENT,  
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## CERTIFICATE OF SERVICE

I hereby certify that on this, the 2<sup>nd</sup> day of September, 2003, the original and three (3) copies of the foregoing **REVISED STIPULATION AND SETTLEMENT AGREEMENT** were served via hand delivery on:

Bruce Smith, Director  
Colorado Public Utilities Commission  
1580 Logan, OL-2  
Denver, CO 80203

and copies were e-mailed, faxed, hand delivered, or placed in the United States Mail, addressed to:

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