

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

RE: THE INVESTIGATION AND SUSPENSION)
OF TARIFF SHEETS FILED BY PUBLIC) DOCKET NO. 04S-568E
SERVICE COMPANY OF COLORADO WITH)
ADVICE LETTER NO. 1421 – ELECTRIC)

RE: THE INVESTIGATION AND SUSPENSION)
OF TARIFF SHEETS FILED BY PUBLIC) DOCKET NO. 04S-569G
SERVICE COMPANY OF COLORADO WITH)
ADVICE LETTER NO. 631 – GAS)

**STIPULATION AND AGREEMENT
IN RESOLUTION OF PROCEEDING**

Public Service Company of Colorado ("Public Service" or the "Company"), the Staff of the Colorado Public Utilities Commission ("Staff"), and the Office of Consumer Counsel ("OCC") (collectively, the "Parties") hereby enter into this Stipulation and Agreement ("Stipulation"). This Stipulation sets forth the terms and conditions by which the Parties have agreed to resolve all outstanding issues presented by the Company's Advice Letters filed concerning initial and final meter reading in Docket Nos. 04S-568E and 04S-569G.

The Parties state that the results of the compromises reflected herein are a just and reasonable resolution of the initial and final meter reading matter, that reaching agreement as set forth herein by means of a negotiated settlement is in the public interest, and that approval and implementation of the compromises and settlements reflected in this Stipulation will result in substantial savings to all concerned by establishing certainty and avoiding litigation. Each party hereto pledges its support of

this Stipulation and states that each will defend the settlement reached. The Parties respectfully request that The Public Utilities Commission of the State of Colorado ("Commission") approve this Stipulation.

I. BACKGROUND

1. a) On October 15, 2005, Public Service Company of Colorado ("Public Service") filed Advice Letter No. 1421 (Electric) and Advice Letter No. 631 (Gas). Public Service filed Direct Testimony from two witnesses with those Advice letters. In its filing, Public Service proposed to estimate meter readings for initial and final billing for periods less than the "monthly" billing period. Public Service further proposed giving customers an option to read their own meters or request a meter reading from the Company at a cost of \$29 which represents the existing charge in both the electric and gas tariffs for non-gratuitous services. Public Service further proposed an estimation method for electric and gas billing in Direct Testimony filed with its Advice Letters.

b) On November 12, 2004, the Commission issued Decision No. C04-1303 in Docket No. 04S-568E and Decision No. C04-1304 in Docket No. 04S-569G establishing March 4, 2005 as the date for the hearing in these matters. The Decisions also established that Intervenors shall file testimony and exhibits thereto within 20 days of the first day of hearing, or February 14, 2005.

c) On November 23 and December 13, 2004, Staff and the OCC timely intervened.

d) The procedural schedule and hearing were subsequently modified upon multiple unopposed motions filed by both Staff and the OCC. The latest modification extended the procedural schedule so that Intervenors shall file testimony and exhibits

on or before April 4, 2005, Public Service shall file rebuttal testimony and exhibits on or before April 22, 2005, hearing will be held on May 4, 2005, and statements of position shall be filed on or before May 11, 2005. See Decision Nos. R05-0264-I and R05-0312-I.

e) On February 11, 2005, Administrative Law Judge ("ALJ") Anthony M. Marquez issued Decision No. R05-0185-I consolidating Docket Nos. 04S-568E and 04S-569G, among other things.

f) On March 1, 2005, Public Service filed amended Advice Letter No. 1421 and amended Advice Letter No. 631. The purpose of the filings was to change the proposed effective date of the tariffs from November 15, 2004 to December 15, 2004, which would extend the suspension period to July 13, 2005.

2. Staff submitted a settlement proposal to Public Service on February 22, 2005 and associated tariff sheets on March 2, 2005. Mr. Billy Kwan and Mr. Randy Garrouette took exception to the Company's proposals and made additional recommendations. Staff agreed that Public Service should be allowed to estimate final bills for a period less than the monthly billing period but enumerated certain exceptions that will be explained in paragraph 6 below. Staff is concerned that Public Service may slack off in its efforts to provide actual accurate meter reading with the flexibility of the newly-agreed to estimation process. Staff next proposed that Public Service agree to maintain achieving a 98% meter reading rate and that Staff would be able to propose penalties for meter reading rates outside the 98% standard in addition to Public Service's existing gas and electric quality of service standards.

3. Staff proposed that any estimated initial meter readings for customers at a particular premise will, by default, be the final reading of the departing customer at that same premise unless there is a period of vacancy that requires an adjustment in the initial meter reading by prorating. Staff also proposed a modified process of estimation that incorporated two steps to test for reasonableness as in the evaluation of the estimate and post billing correction. Staff's modified process also incorporated the use of cooling degree days for electric service similar to the heating degree day method used for gas bill estimating.

II. ISSUES RESOLVED BY THIS STIPULATION

With the understanding that under no circumstances will Public Service double collect as a result of its efforts to prorate and estimate initial and final bills for a period less than the monthly billing period, the Parties hereby stipulate and agree as follows:

4. Estimation and Prorating Could Be Allowed. The Parties agree to a process in which Public Service prorates and estimates initial and final bills for a period less than the monthly billing period for the following reasons:

First, in the ordinary course of business, meter reading accuracy is reasonable but not absolute.¹ The ability to provide a highly accurate actual meter reading is further

¹ Public Service provides metered gas and electric services to millions of residential and commercial customers in Colorado. A customer bill is calculated on the basis of the tariffed rates, on a per CCF basis for gas service and per KWh basis for electric service, and the customer's consumption, plus a flat monthly service and facility charge. Public Service has the primary responsibility to meter and record the customer's consumption to enable proper billing and collection. There is also an expectation from the customer, and rightly so, Public Service would provide accurate meter readings to ensure exact billing. No customer wants to pay for more than his/her share of the costs and for an amount not in accordance with his/her consumption.

Despite best efforts, Public Service does not always read meters on the exact date at the end of the monthly billing period due to various factors outside of its control including, but not limited to, inclement weather, accessibility in terms of ingress and egress into a premise where the meter is located,

limited due to the timing of when customers notify Public Service to terminate service and Public Service's ability to schedule personnel to immediately visit the premise.

Second, the overall costs of managing a process to acquire actual meter readings for these customers are quite high relative to the estimation process. The benefit/cost tradeoff justifies the use of estimation. The cost to customers might be higher than the dollar amount from estimating errors.²

Third, this process allows Public Service to quickly and efficiently render bills to customers³ so it can close out or start their business with customers in a timely fashion.

Fourth, safeguards are in place to detect and assure the reasonableness and integrity of the process.⁴

Finally, customers who want to have an actual meter reading can do so at their own expense.⁵

Prorating is the process where a meter reading, actual or estimated, is allocated between two customers who share usage in the time period under consideration.

etc. In view of these limitations, Public Service has allowed itself a three-day window to perform an actual meter reading. Public Service believes a full three-day elapsed time could introduce an error of approximately ten percent (10%) on a customer's final bill, or approximately $\pm\$6.46$ for a typical electric customer and $\pm\$3.54$ for a typical gas customer. A meter read in less than the full three-day time period would cause a smaller error than ten percent (10%). The ten percent (10%) error would only affect those customers whose meters are not read on the exact date at the end of their respective monthly billing period. Given the relatively low percent of meters not being read on the exact date at the end of their monthly billing period, even though the error could be as high as ten percent (10%), Public Service believes the cumulative effect to the customer class as a group is not material and significant.

² Assuming a ten percent (10%) error in the estimation and prorating process, i.e., $\pm\$6.46$ for electric and $\pm\$3.54$ for gas as compared to the customer's option of requesting a final meter read for \$15. Of course, a high consumption customer may be able to save money by having an actual meter read.

³ The Company received 901,301 requests to transfer service between June 2003 and May 2004. Gas and electric requests are counted as separate orders even if they are on the same premise.

⁴ Estimates by the Company (including a customer provided read) will be evaluated relative to a series of reasonableness checks called a "Stop Bill Check."

⁵ For the purpose of settlement, the Parties agree to \$15 charge to provide an actual meter read for the preparation of a final bill. The Company will levy the charge only once for the same premise to render both a gas and an electric meter read. The Parties agree that the Company may keep records of costs required to provide the actual meter read over a twelve-month period and propose changes to this out-of-

Prorating splits the energy usage between two customers in proportion to the number of days each customer occupied the premise. The Parties agree that, regardless of the actual number of days within the cycle billing period, for purposes of prorating, the number of days used in the denominator is thirty (30) days. Public Service should be allowed to prorate meter read estimates in the preparation of final bills for a period of less than the monthly billing period. Prorating will not be applicable to the monthly service and facility charge for the final bill if notice to discontinue service is received by the Company within four (4) days of the end of the customer's monthly billing period. Public Service should prorate based on an actual meter read obtained from the following:

The service termination date is within (i.e., equal to or less than) four (4) days⁶ of the regularly scheduled date (i.e., end date of the customer's monthly billing period) of meter reading.

Public Service should provide a final bill based on a direct meter reading when:

- (1) The customer desires to provide his/her own meter reading⁷ provided no meter reading has been made in the last (30) days;
- (2) The meter has not been read anytime in the last thirty (30) days,⁸ and
- (3) The customer requests and pays to have Public Service provide an actual meter reading.⁹

period meter reading charge in a stand-alone tariff filing. Staff and OCC agree not to oppose such filing on the grounds of piece-meal ratemaking.

⁶ Public Service believes an extension of time from three (3) days to four (4) days would cover a large number of requests for termination of service. Thus, meters would likely be read within that expanded time frame and thus negates the necessity to perform an extra reading associated with termination requests.

⁷ Subject to the Stop Bill Check process, Public Service believes that since it allows a customer to make his/her own meter reading in the ordinary course of business, it should allow a customer the same opportunity at the time service is terminated, particularly since Public Service will now charge for an out-of-period actual meter read.

⁸ The Parties agree that it is reasonable to true-up from the effect of any prior estimated billings before the preparation of a final bill to mitigate the error compounding problems from those earlier estimates.

⁹ Currently, Public Service provides a no-charge actual meter reading at the request of the customer at the time service is terminated even though its preference is to prorate and estimate initial and final bills for a period less than the monthly billing period. The Parties agree the choice for a customer to request an

5. Reading Rate and Penalties. Public Service will maintain its efforts to achieve an average 98% reading rate. The penalties established under the gas and electric quality of service standards are sufficient motivation for Public Service to maintain these standards. The Parties agree that no additional penalties shall be addressed at this time.

6. Estimated Initial Meter Reading. The estimated meter register for initial or opening reading for the new occupant of a premise, by default, is the estimated meter register for final reading for the prior occupant of the premise; provided, however, the estimated meter register for final reading will be adjusted for the interim period of time, on a pro rata basis, when the premise is vacant. However, if there is a turn-on request associated with the new service, then the meter register for initial meter reading shall be the actual meter reading at the time service is turned on. The Parties believe this process reasonably assures there will not be any overlapping of meter readings for any premises, and as a result, there shall be no double collection from customers by Public Service. Consistent with this principle of no double collection, Public Service shall not bill a prorated amount of monthly service and facility charge to a customer with an initial meter reading for a premise where the terminating customer with a final meter reading has paid the full monthly service and facility charge because the terminating customer's notice to discontinue is received by Public Service within four (4) days of the end of that customer's monthly billing period.

actual meter reading should be retained, albeit at cost to the customer for such a request. Public Service, however, will continue to provide a final meter read for electric customers with interval data meter.

7. Process for Estimation and Prorating. An estimate of consumption used in the calculation of a final bill is based on historic consumption. The process by which estimation will occur is outlined in the Direct Testimony supplied by Mr. Kevin Lawless and submitted to the Commission with the original filing of Advice Letters 1421- Electric and 631 – Gas.

8. Customer Charge For Out-Of-Period Meter Reading. Public Service shall charge \$15 to visit a customer premise for the purpose of reading the meters, both gas and electric, outside the normal meter reading cycle. The \$15 charge is specified in both the existing gas and electric tariffs as an out-of-period meter reading charge. The Company shall perform said meter reading within three days from the date to discontinue service. For the purpose of this special meter reading, such three calendar day shall not include Sundays or Holidays.

III. GENERAL TERMS AND CONDITIONS

9. This Stipulation shall not become effective until the issuance of a final Commission Order approving the Stipulation, which Order does not contain any material modification of the terms and conditions of this Stipulation that is unacceptable to any of the Parties. In the event the Commission modifies this Stipulation in a manner unacceptable to either Party, that Party shall so notify the Company in writing within ten days of the mailing date of the Commission Order in which the modification is made. If this Stipulation is not approved in its entirety or is approved by the Commission with modification(s) unacceptable to any Party, then this Stipulation shall be null and void and of no force and effect in this or any other proceeding. In the event that this

Stipulation does not become effective, the Stipulation as well as the negotiations and discussions undertaken in conjunction with the Stipulation shall not be admissible into evidence in this or any other proceeding

10. The Parties hereto agree that, within 60 days of a final Commission Order approving this Stipulation, including the pro forma tariff sheets attached hereto and contained in Appendix A, Public Service shall file an advice letter in compliance with such final order tendering for approval all tariff sheets contained in Appendix A. Such tariff sheets shall be filed on not less than one day's notice and shall have an effective date of the first day of the first calendar month following the date of the Commission's order, or the date which any Recommended Decision approving this Stipulation becomes the order of the Commission by operation of law. These settlement terms and conditions shall then become final terms and conditions and shall not be subject to modification except in accordance with the Colorado Public Utilities Law and the Commission's Rules and Regulations promulgated thereunder.

11. 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.

12. 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.


13. This Stipulation may be executed in counterparts, all of which when taken together shall constitute the entire Stipulation.

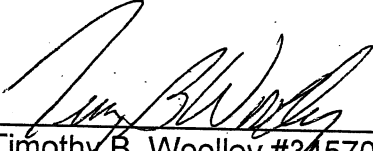
Dated this 14th day of April, 2005.

Respectfully submitted,

PUBLIC SERVICE COMPANY OF COLORADO

Approved As To Form:

By: 
Fredric C. Stoffel
Vice President, Policy Development
Xcel Energy Services Inc.


Timothy B. Woolley #34570
Senior Attorney
Xcel Energy Services Inc.
1225 17th Street, Suite 900
Denver, CO 80202

Attorney for Public Service Company
of Colorado

STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

Approved As To Form:

By: _____
Billy Kwan
Energy Analyst

Michael J. Santisi, #29673
Assistant Attorney General
Business and Licensing Section
1525 Sherman St., 5th Floor
Denver, CO 80203
Telephone: (303) 866-3764

Attorney for the Staff of the Colorado
Public Utilities Commission

Dated this 14th day of April, 2005.

Respectfully submitted,

PUBLIC SERVICE COMPANY OF COLORADO

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By: _____

Fredric C. Stoffel
Vice President, Policy Development
Xcel Energy Services Inc.

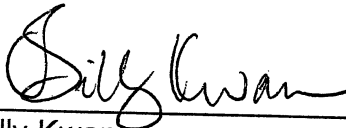
Timothy B. Woolley #34570
Senior Attorney
Xcel Energy Services Inc.
1225 17th Street, Suite 900
Denver, CO 80202

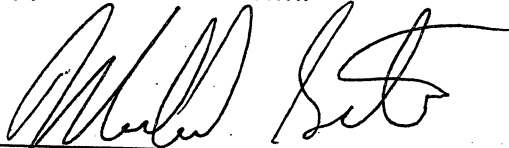
Attorney for Public Service Company
of Colorado

STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

Approved As To Form:

By: _____


Billy Kwan
Energy Analyst


Michael J. Santisi, #29673
Assistant Attorney General
Business and Licensing Section
1525 Sherman St., 5th Floor
Denver, CO 80203
Telephone: (303) 866-3764

Attorney for the Staff of the Colorado
Public Utilities Commission

OFFICE OF CONSUMER COUNSEL

Approved As To Form:

By: P.B. Schechter
P.B. Schechter
Rate/Financial Analyst

Stephen W. Southwick
Stephen W. Southwick, #30389
First Assistant Attorney General
Office of the Attorney General
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
(303) 866-5869
(303) 866-5342 (Fax)

Attorney for the Office of Consumer
Counsel

APPENDIX A

PUBLIC SERVICE COMPANY OF COLORADO

COLO. PUC No. 7 Electric

APPENDIX A

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

Sheet No. 25

Cancels
 Sheet No.

ELECTRIC RATES	RATE
ELECTRIC SERVICE	
SCHEDULE OF CHARGES FOR RENDERING SERVICE	
To institute or reinstitute electric service requiring a premise visit	\$ 33.00
To institute or reinstitute both gas and electric service requiring a premise visit	67.00
To provide a non-regularly scheduled final meter reading at customer's request.....	15.00
To transfer service at a specific location from one customer to another customer where such service is continuous, either electric service or both electric and gas service at the same time not requiring a premise visit.....	8.00
To perform non-gratuitous labor for service work, not specified below, (not including appliance repair and premium power) in addition to charges for materials, is as follows:	
Trip Charge..... (Assessed when no actual service work is performed, other than a general diagnosis of the customer's problem)	29.00
For service work during normal working hours per man-hour.....	53.00
Minimum Charge, one hour.....	53.00
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.....	67.00
Minimum Charge, one hour.....	67.00
When such service work is performed on Sundays and holidays, per man hour.....	81.00
Minimum Charge, one hour.....	81.00

(Continued on Sheet No. 25A)

ADVICE LETTER NUMBER _____

ISSUE DATE _____

DECISION NUMBER _____

VICE PRESIDENT,
 Policy Development

EFFECTIVE DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

COLO. PUC No. 7 Electric

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Denver, CO 80201-0840

Sheet No. R20

Cancels
Sheet No.

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 (30) thirty days. However, the Company reserves the right to require payment of bills for service at more frequent intervals. In such event, meters will be read at the intervals specified by the Company. If the Company is unable to read a meter after reasonable effort, the customer will be billed on an estimated usage based on the best available information.

For residential and commercial customers without interval data metering, the Company will prorate an initial or a final bill for a period less than the scheduled monthly billing period based on consumption from either an actual or estimated meter read. Regardless of the length of the shortened monthly billing period for the initial or final bill, the Company will prorate the monthly minimum charges under the applicable rate schedule for initial and final bills based on the number of days in the shortened billing period divided by thirty (30) days. Prorating will not be applicable to the monthly minimum charges for the final bill if notice to discontinue service is received by the Company within four (4) days of the end of the customer's monthly billing period. For final bills, upon notification by customer to Company of customer's desire to terminate service as set forth in Discontinuance of Service By Customer sections of the Rules and Regulations, if the Company has not read the meter for a regular meter reading within the previous thirty (30) days, the Company shall read the meter to determine the consumption for billing the final bill to a customer. If the Company has read the meter within the past thirty days, the Company will advise the customer to select one of three options to determine the final bill consumption. The first option is to allow the Company to estimate the customers consumption based upon the customers historic billing data. The second option is for the customer to read their meter on the day of termination and send or call in that information to the Company. Third option is the customer can request to have the Company read the meter and pay a non-regularly scheduled final meter reading charge under the Company's Schedule of Charges for Rendering Service. The Company shall perform said meter reading within three days from the date to discontinue service. For the purpose of this special meter reading, such three calendar day shall not include Sundays or Holidays.

For commercial and industrial customers with interval data metering, the Company shall prepare an initial or final bill using the actual interval metering data. However, for an initial or a final bill for a period less than the scheduled monthly billing period the Company will prorate the applicable monthly minimum charges consistent with the prorated method described above.

ADVICE LETTER
NUMBER _____

DECISION
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VICE PRESIDENT,
Policy Development

PUBLIC SERVICE COMPANY OF COLORADO

COLO. PUC No. 7 Electric

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

Sheet No. _____

Cancels _____

Sheet No. _____

R21

RULES AND REGULATIONS
ELECTRIC SERVICE
GENERAL

MONTHLY BILLS - Cont'd

The Company will determine at its sole discretion whether or not to physically shut off service upon a shutoff request by customer, in the instance that the service may revert to a landlord or property owner, such shut-off will be consistent with the provisions in the Benefit of Service section of the Rules and Regulations.

For an initial bill other than for a customer with an interval data meter, the initial or beginning meter register, by default, is the final meter reading for the previous customer. However, in the event that there exists an interim period of time when the Company does not have a customer of record, the Company shall adjust the initial or beginning meter register by prorating the consumption based on the number of days in the billing period of service for such customer.

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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Policy Development

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COLO. PUC No. 7 Electric

PUBLIC SERVICE COMPANY OF COLORADO

Sheet No. _____

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

Cancels
Sheet No. _____

R21A

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

Customers 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 (4th), seventh (7th) or tenth (10th) month following the initial averaged monthly payment month shows an annual payment surplus or deficiency that exceeds a corporate-wide annual variance threshold, the averaged monthly payment shall be paid by the customer for eleven (11) months. The twelfth (12th) 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.

This corporate-wide annual variance threshold is subject to change by the Company and is a fixed dollar amount applicable to each residential or commercial customer for the remaining months of the Averaged Monthly Payment Plan year. Adjustments to the averaged monthly payment amount will only be made to the remaining months, either up or down, if the annual payment deficiency or surplus exceeds the corporate-wide annual variance threshold.

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DATE _____

PUBLIC SERVICE COMPANY OF COLORADO

COLO. PUC No. 7 Electric

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

Sheet No. _____
Cancels
Sheet No. _____

R21B

RULES AND REGULATIONS
ELECTRIC SERVICE
GENERAL

AVERAGED MONTHLY PAYMENT PLAN FOR RESIDENTIAL AND SMALL SECONDARY CUSTOMERS
- Cont'd

The change in averaged monthly payment, if applicable, is the amount of annual payment surplus or deficiency divided by the remaining months of the Averaged Monthly Payment Plan year. The annual payment surplus or deficiency is the sum of 1) the difference between the amount of customer's payments and the actual payments due over the months in the review period and 2) the change in the estimated total bill for the remaining months of the customer's Averaged Monthly Payment Plan year based on a change in consumption pattern and/or current rates effective at the time of the review. The settlement month shall be the twelfth (12) month of the Averaged Monthly Payment Plan year.

Averaged Monthly Payment Plan customers with a settlement amount, if the settlement amount is a credit balance the Company will issue a check to the customer in the amount of the credit balance, or the customer may elect to have the credit applied to future billings. If the settlement amount is a debit balance owed by the customer the total balance will be due and payable on the due date shown on the bill for the settlement month, except that in the event the debit balance exceeds twenty dollars (\$20), the customer may elect to pay the debit over a two (2) month period with at least one half of the total debit balance payable in the settlement month.

The customer may continue on the Averaged Monthly Payment Plan for succeeding years, in which case the settlement month for each year will occur in twelve (12) month cycles starting with the beginning month.

If a customer electing the Averaged Monthly Payment Plan fails to pay the averaged monthly payment obligation in any month, normal collection procedures shall be applicable for the outstanding averaged monthly payment amount. Upon termination of service of a customer or upon a customer's election to discontinue billing on the Averaged Monthly Payment Plan, the customer will be removed from the plan and the entire outstanding amount of the account for actual usage shall be due and payable.

The monthly, averaged monthly payment amount will be adjusted for changes in the Company's base rates, changes in general rate schedule adjustments and other cost adjustments that result in an increase or decrease in the customers averaged monthly payment amount above or below the corporate-wide annual threshold.

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PUBLIC SERVICE COMPANY OF COLORADO

COLO. PUC No. 7 Electric

P.O. Box 840
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Sheet No. R23

Cancels
Sheet No.

RULES AND REGULATIONS
ELECTRIC SERVICE
GENERAL

COMPLAINTS

The Company will investigate promptly all complaints made by its customers and will keep a record of all written complaints which record will include: the name and address of the complainant, the date, the character of the complaint, and the adjustment or disposition made thereof. This record will be kept at least two years after the date of the complaint.

DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST

A customer wishing to discontinue service shall give at least three days' notice to allow the Company time to render a meter reading and issue a final bill. The Company shall perform said meter reading within three days from the date to discontinue service. For the purpose of a customer requested special meter reading, such three calendar day shall not include Sundays or Holidays. The Company may prorate and estimate the final bill for a period less than the monthly billing period if the customer wants to discontinue service on a date other than the end date of his monthly billing period, as described in the Monthly Bills section of this electric tariff.

Where notice to discontinue service is not provided by the customer, the customer will be liable for payment of service until such time the Company is made aware of the discontinuance and can render a final reading of the meter. Notice by a customer to discontinue service will not relieve the customer from any minimum or guaranteed payment under a contract or an applicable rate schedule.

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PUBLIC SERVICE COMPANY OF COLORADO

COLO. PL. No. 6 Gas

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

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GAS RATES	RATE
GAS SERVICE	
SCHEDULE OF CHARGES FOR RENDERING SERVICE	
To institute or reinstitute gas service requiring a premise visit.....	\$ 42.00
To institute or reinstitute both gas and electric service at the same time requiring a premise visit.....	67.00
To transfer service at a specific location from one customer to another customer where such service is continuous, either gas service or both gas and electric service at the same time not requiring a premise visit	8.00
To provide a non-regularly scheduled final meter reading at customers request.....	15.00
To perform non-gratuitous labor for service work in addition to charges for material is as follows:	
Trip Charge	29.00
(Assessed when no actual service work, other than a general diagnosis of the customer's problem is performed.)	
For service work during normal working hours, per man-hour	53.00
Minimum Charge, one hour	53.00
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	67.00
Minimum Charge, one hour	67.00
When such service work is performed on Sundays and holidays, per man hour	81.00
Minimum Charge, one hour	81.00
To process a check from a customer that is returned to the Company by the bank as not payable	\$ 10.00

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COLO. PUC No. 6 Gas

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

MONTHLY BILLS

Bills for service will be rendered monthly. The term "month" for billing purposes means the period between any two consecutive regular readings by the Company of the meters at the customer's premises, such readings to be taken as nearly as may be practicable every (30) thirty days. However, the Company reserves the right to require payment of bills for service at more frequent intervals. In such event, meters will be read at the intervals specified by the Company. If the Company is unable to read a meter after reasonable effort, the customer will be billed on an estimated usage based on the best available information.

For residential and commercial customers, the Company will prorate an initial or a final bill for a period less than the scheduled monthly billing period based on therm usage adjusted for heating degree days from either an actual or estimated meter read. Regardless of the length of the shortened monthly billing period for the initial or final bill, the Company will prorate the monthly minimum charges under the applicable rate schedule for initial and final bills based on the number of days in the shortened billing period divided by thirty (30) days. Prorating will not be applicable to the monthly minimum charges for the final bill if notice to discontinue service is received by the Company within four (4) days of the end of the customer's monthly billing period. For final bills, upon notification by customer to Company of customer's desire to terminate service as set forth in Discontinuance of Service By Customer sections of the Rules and Regulations, if the Company has not read the meter for a regular meter reading within the previous thirty (30) days, the Company shall read the meter to determine the therm usage and adjust for heating degree days, for billing the final bill to a customer. If the Company has read the meter within the past thirty days, the Company will advise the customer to select one of three options to determine the final bill therm usage. The first option is to allow the Company to estimate the customers therm usage based upon the customers historic billing data. The second option is for the customer to read their meter on the day of termination and send or call in that information to the Company. Third option is the customer can request to have the Company read the meter and pay a non-regularly scheduled final meter reading charge under the Company's Schedule of Charges for Rendering Service. The Company shall perform said meter reading within three days from the day to discontinue service. For the purpose of this special meter reading, such three calendar day shall not include Sundays or Holidays.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

MONTHLY BILLS - Cont'd

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 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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RULES AND REGULATIONS

NATURAL GAS 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.

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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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

RESIDENTIAL DEPOSITS AND REFUNDS - Cont'd

- (7) An act of subterfuge shall result in the billing of a required deposit. Subterfuge includes, but is not limited to, the use of a fictitious name by applicant for service to avoid paying prior indebtedness to Company; or an application for service at a given location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.
- (8) Any residential deposit as required herein is not to be considered as advance payment or partial payment of any bill for service and shall not be transferable. The deposit is security for payment for service and is to be applied against unpaid bills only in the event service for the account on which the deposit was being held, as security is no longer provided.

DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST - RESIDENTIAL

A customer wishing to discontinue service shall give at least three days' notice to allow the Company time to render a meter reading and issue a final bill. The Company shall perform said meter reading within three days from the date to discontinue service. For the purpose of a customer requested special meter reading, such three calendar day shall not include Sundays or Holidays. The Company may prorate and estimate the final bill for a period less than the monthly billing period if the customer wants to discontinue service on a date other than the end date of his monthly billing period, as described in the Monthly Bills section of this natural gas tariff.

Where notice to discontinue service is not provided by the customer, the customer will be liable for payment of service until such time the Company is made aware of the discontinuance and can render a final reading of the meter. Notice by a customer to discontinue service will not relieve the customer from any minimum or guaranteed payment under a contract or an applicable rate schedule.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

DISCONTINUANCE OF SERVICE BY COMPANY - RESIDENTIAL

Company may discontinue service upon not less than ten days' written notice to customer and to any designated third party of Company's intention to discontinue service:

- (1) If customer fails to pay, or make arrangements for payment of, bills for service rendered as provided in these rules.
- (2) If customer fails to comply with Company's rules and regulations after due notice of such failure is given by Company and reasonable time is allowed for compliance.
- (3) If customer's use of service is detrimental to the natural gas service being furnished by Company to other customers in the immediate vicinity or supplied from the same system.

Discontinuance of service in accordance with (1) above shall not occur until Company has made a reasonable effort to give notice of the proposed discontinuance; by telephone both to the residential customer or a responsible member of customer's household and to any designated third party, or in person to the residential customer or a responsible member of customer's household. Reasonable effort shall consist of: at least two attempts on separate days and at least 24 hours prior to the proposed discontinuance to make telephone contact at such telephone numbers as the customer and any third party requiring notice may provide for such purpose to remind customer of the pending discontinuance and the terms to avoid same; or, at least two attempts by a field collector on separate days and at least 24 hours prior to the proposed discontinuance, to make personal contact at the location of service to remind customer of the pending discontinuance and the terms to avoid same, or, having tried and failed to make contact in person, leaving written notice of the attempted contact and its purpose; or, at least one of each of the above-described attempts.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

DISCONTINUANCE OF SERVICE BY COMPANY - RESIDENTIAL - Cont'd

Discontinuance of service in accordance with (1) above shall also not occur if: customer makes full payment of outstanding bill, such payment to be made by cash or bona fide check to a Company representative or field employee unless customer has twice previously tendered payment with check which was returned to the Company by the banking institution unpaid, and the second such check was returned within the most recent twelve month period, in which cases payment by cash or certified check is required to avoid termination; or, customer prior to termination pays at least one-tenth of the amount shown on the notice of termination and enters into an installment payment plan arrangement to pay the remaining account balance in equal monthly installments over a period of time not to exceed six months. As an alternative payment arrangement, the customer may choose a modified "averaged monthly payment" arrangement, under which the remaining account balance shall be added to the preceding year's total billing to the customer's premises, modified as necessary for increases in base rates or cost adjustments, and the resulting total shall be divided into equal monthly installments to be billed in eleven equal monthly payments followed by a settlement billing in the twelfth month. Installment payments will be due monthly in addition to the amount of the new monthly billing by the due date of each new bill. The modified averaged monthly payment will be payable when due. Failure to make agreed installment payments may result in service being terminated upon ten days' written notice and failure to make payment of current amounts due may result in service being terminated 30 days after the due date of the current bill upon written notice of broken arrangements.

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GENERAL TERMS AND CONDITIONS
NATURAL GAS SALES SERVICE
COMMERCIAL

These General Terms and Conditions apply to commercial service in all territory served by the Company.

DEFINITION

Commercial service is the furnishing of natural gas for the exclusive use of the individual customer for cooking, water heating, space heating, heat applications and miscellaneous purposes to commercial establishments.

Any establishment engaged in the operation of a business, whether or not for profit, shall be considered as a commercial enterprise. Such enterprises will include but not be limited to clubs, fraternities, sororities, lodges, hotels, apartment and rooming houses, motels, mobile home parks, campgrounds, multi-family dwellings where more than one dwelling or one living unit is served through one meter, schools, municipal buildings, churches, eleemosynary institutions, greenhouses, dairies, manufacturing, agriculture, livestock production, mining, oil and gas extraction, construction, communication, transportation, etc. Such enterprises may also be supplied under an industrial rate.

CLASSIFICATION OF SERVICE

For purpose of designation, service is classified by type of use as follows:

- (a) Commercial Service is the use of natural gas for all general commercial purposes.
- (b) Commercial Gas Outdoor Lighting is the use of natural gas for commercial outdoor illumination.

SPECIAL RULES

Limitation on New or Additional Loads

Applicants for new or increased service will be subject to the rules governing Temporary Gas Attachment Scheduling.

COMMERCIAL DEPOSITS AND REFUNDS

Any first-time applicant for commercial service shall be required to make a deposit of an estimated ninety days' bill. Any applicant who is a former customer of the Company but who did not have commercial Service for at least twenty-four months within the last three years shall be considered a first-time applicant. A former commercial customer of the Company whose

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

COMMERCIAL DEPOSITS AND REFUNDS (Cont'd)

previous service was provided for at least twenty-four months within the last three years and whose payment history was satisfactory, shall not be required to make a deposit. Any applicant for commercial service at additional locations will be required to make a customer deposit of an estimated ninety days' bill at the new location unless said applicant has maintained a satisfactory payment record on all other commercial service accounts. Any time a customer changes location, payment history will be reviewed and if not satisfactory, the Company will request a deposit or an additional deposit; total deposit not to exceed an estimated ninety days' bill at the new location. Satisfactory payment history shall consist of no discontinuance of service for nonpayment, and not more than two Notices of Discontinuance being incurred on any account during the most recent twelve months' period of which none were mailed within the most recent six months. The above deposit requirements are subject to the following considerations:

1. A surety bond or an irrevocable letter of credit from a financial institution will be accepted in lieu of a deposit but must be issued for an amount equal to the required deposit and be issued for a two year period. In the event a customer has not maintained a satisfactory payment record as described in the deposit refund provisions below, a surety bond or letter of credit will be required beyond two years and until such time as a satisfactory payment record is maintained.
2. An applicant for commercial service may have the option of having a commercial credit report obtained by the Company from a commercial credit reporting agency acceptable to the Company. The report must be requested in the exact name to appear on the account. If such report indicates that all bills equal to or greater than the total monthly estimated gas/electric bills are paid within sixty days of receipt, the deposit will not be required. This option is not available when the applicant has other commercial account(s) with the Company on which satisfactory payment history has not been established.

If the service location should have a commercial gas classification, and has two residential electric meters or one electric meter being billed as two residential living units, the service will be considered as residential class, only for the purpose of determining if a deposit is required.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

COMMERCIAL DEPOSITS AND REFUNDS - Cont'd

An existing commercial customer whose service is terminated for nonpayment will be required to make a deposit or an additional deposit prior to restoration of service, but the total deposit shall not exceed an estimated ninety days' bill. At any time an existing customer receives a fourth Notice of Discontinuance within the most recent six months' period, the customer will be subject to the deposit requirements as described herein. Customer deposits will be required in cases involving subterfuge.

All commercial customers adjudicated bankrupt or under reorganization by Court order will be required to make a deposit in accordance with these rules or as may be ordered by the Court.

Any customer deposit as required hereunder shall not be considered as advance payment or partial payment of any bill for service and shall not be transferable to another customer. The deposit is security for payment of service to be applied against unpaid bills only in the event service for the account on which the deposit was being held as security is discontinued.

Customer deposits for commercial accounts will be retained by the Company for a minimum period of two years or until service is discontinued, if sooner than two years.

Refunds of commercial deposits will be made at any time following the two year retention period in which the customer's most recent twelve months' history indicates that service has not been discontinued for nonpayment and not more than two Notices of Discontinuance have been mailed during the most recent twelve months' period of which none were mailed within the most recent six months. Refunds will otherwise be made only at such time as service is discontinued and all outstanding bills have been paid.

Interest at the rate of 1.60 percent per annum shall be paid during the period January 1, 2005 through December 31, 2005 on customer deposits, either in cash or by a credit to the customer's account. Interest will be paid upon refund of the deposit or annually upon request of a customer. The interest rate is subject to change January 1 each year in accordance with the rules of The Public Utilities Commission of the State of Colorado. Whenever the interest rate is changed, deposits held by the Company shall earn interest at the new rate for the portion of time the deposit is held beyond the effective date of the interest rate change.

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NATURAL GAS SALES SERVICE

COMMERCIAL

DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST - COMMERCIAL

A customer wishing to discontinue service shall give at least three days' notice to allow the Company time to render a meter reading and issue a final bill. The Company shall perform said meter reading within three days from the date to discontinue service. For the purpose of a customer requested special meter reading, such three calendar day shall not include Sundays or Holidays. The Company may prorate and estimate the final bill for a period less than the monthly billing period if the customer wants to discontinue service on a date other than the end date of his monthly billing period, as described in the Monthly Bills section of this natural gas tariff.

Where notice to discontinue service is not provided by the customer, the customer will be liable for payment of service until such time the Company is made aware of the discontinuance and can render a final reading of the meter. Notice by a customer to discontinue service will not relieve the customer from any minimum or guaranteed payment under a contract or an applicable rate schedule.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

INDUSTRIAL DEPOSITS AND REFUNDS - Cont'd

Customer deposits for industrial accounts will be retained by the Company for a minimum period of two years or until service is discontinued, if sooner than two years.

Refunds of industrial deposits will be made at any time following the two year retention period in which the customer's most recent twelve months' history indicates that service has not been discontinued for nonpayment and not more than two Notices of Discontinuance have been mailed during the most recent twelve months' period of which none were mailed within the most recent six months. Refunds will otherwise be made only at such time as service is discontinued and all outstanding bills have been paid.

Interest at the rate of 1.60 percent per annum shall be paid during the period January 1, 2005 through December 31, 2005 on customer deposits, either in cash or by a credit to the customer's account. Interest will be paid upon refund of the deposit or annually upon request of a customer. The interest rate is subject to change January 1 each year in accordance with the rules of The Public Utilities Commission of the State of Colorado. Whenever the interest rate is changed, deposits held by the Company shall earn interest at the new rate for the portion of time the deposit is held beyond the effective date of the interest rate change.

DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST - INDUSTRIAL

A customer wishing to discontinue service shall give at least three days' notice to allow the Company time to render a meter reading and issue a final bill. The Company shall perform said meter reading within three days from the date to discontinue service. For the purpose of a customer requested special meter reading, such three calendar day shall not include Sundays or Holidays. The Company may prorate and estimate the final bill for a period less than the monthly billing period if the customer wants to discontinue service on a date other than the end date of his monthly billing period, as described in the Monthly Bills section of this natural gas tariff.

Where notice to discontinue service is not provided by the customer, the customer will be liable for payment of service until such time the Company is made aware of the discontinuance and can render a final reading of the meter. Notice by a customer to discontinue service will not relieve the customer from any minimum or guaranteed payment under a contract or an applicable rate schedule.

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GENERAL TERMS AND CONDITIONS
NATURAL GAS SALES SERVICE
INTERRUPTIBLE INDUSTRIAL

DISCONTINUANCE OF SERVICE BY COMPANY - INDUSTRIAL

Company may discontinue service upon not less than ten days' written notice to customer of Company's intention to discontinue service:

- (1) If customer fails to pay, or make arrangements for payment of, bills for service rendered as provided in these rules.
- (2) If customer fails to comply with Company's rules and regulations after due notice of such failure is given by Company and reasonable time is allowed for compliance.
- (3) If customer's use of service is detrimental to the natural gas service being furnished by Company to other customers in the immediate vicinity or supplied from the same distribution system.

Discontinuance of service in accordance with (1) above shall not occur until Company has made a reasonable effort to give notice of the proposed discontinuance by telephone to the customer. Reasonable effort shall consist of: at least two attempts on separate days and at least 24 hours prior to the proposed discontinuance to make telephone contact at such telephone numbers as the customer may provide for such purpose to remind customer of the pending discontinuance and the terms to avoid same; or, at least two attempts by a field collector on separate days, and at least 24 hours prior to the proposed discontinuance, to make personal contact at the location of service to remind customer of the pending discontinuance and the terms to avoid same, or, having tried and failed to make contact in person, leaving written notice of the attempted contact and its purpose; or, at least one of each of the above-described attempts.

Discontinuance of service in accordance with (1) above shall also not occur if: customer makes full payment of outstanding bill, such payment to be made by cash or bona fide check to a Company representative or field employee unless customer has twice previously tendered payment with check which was returned to the Company by the banking institution unpaid, and the second such check was returned within the most recent twelve month period, in which cases payment by cash or certified check is required to avoid termination; or, customer prior to termination pays at least one-fourth of the amount shown on the notice of termination and enters into an installment payment plan arrangement to pay the remaining account balance in equal monthly installments over a period of time not to exceed three months. Installment payments will be due monthly in addition to the amount of the new monthly billing by the due date of each new bill.

Failure to make agreed installment payments may result in service being terminated upon ten days' written notice and failure to make payment of current amounts due may result in service being terminated 30 days after the due date of the current bill upon written notice of broken arrangements.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

DISCONTINUANCE OF SERVICE BY COMPANY - INDUSTRIAL - Cont'd

A customer whose monthly installment payment is not in default and whose new bill is not past due may renegotiate an installment payment plan arrangement, provided that the original arrangement amount will be paid in no more than three months from the date the original installment payment plan arrangement was entered into.

A customer who receives a notice of discontinuance is entitled, at customer's request, to a hearing in person before a managerial representative of the Company at a reasonable time and place within ten days of the date of such notice.

If discontinuance of service involves individual permanent residents of multi-unit dwellings where service for the entire multi-unit dwelling is supplied through one meter and Company is aware of such condition, discontinuance of service shall occur only after Company has given 30 days notice of intent to terminate to the party responsible for payment of utility bills for the dwelling and to individual occupants of each unit within the dwelling. Notice to such individual occupants shall be delivered to each dwelling unit or mailed to the addressee or occupant of each unit. In addition, a copy of said notice shall be posted, to the extent possible, in at least one of the common areas of the multi-unit dwelling. A copy of the notice also shall be mailed or delivered to the Public Utilities Commission together with an affidavit setting forth how the utility has delivered, mailed or posted notices or attempted to do so to the individual dwelling unit occupant. Occupants of a multi-unit dwelling may avoid termination by agreeing to pay each new bill within 30 days of issuance. Occupants so agreeing shall not be entitled to installment payments or any other payment plan and may be discontinued without further notice or attempt at personal contact for failure to pay each new bill within 30 days of issuance.

Discontinuance of service shall not occur between 12:00 noon on Friday and 8:00 A.M. the following Monday or between 12 noon on the day prior to and 8:00 A.M. on the day following any federal holiday or Company observed holiday.

Company may discontinue service without notice:

- (1) If the condition or installation of any part of the customers' gas piping apparatus, or appliances is found to be dangerous to life, health, or safety of any person. The Company does not assume responsibility and will not be held responsible for ascertaining such condition.
- (2) If the customer or anyone connected with customer or anyone with customer's knowledge or consent has violated any of the ordinances, statutes, or other lawful regulation of properly constituted authority applicable to customer's natural gas service. The Company does not assume responsibility and will not be held responsible for ascertaining such condition.
- (3) If service is found to have been restored by someone other than Company and the original cause for the discontinuance has not been cured.

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