P.O. Box 840

# PUBLIC SERVICE COMPANY OF COLORADO

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	Nine	teenth	Rev	i sed	Cancels	3	

enver, CO 80201-0840	Nineteenth Revised	Sheet No3
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Rates & Regulatory Affairs

ISSUE DATE

May 31, 2019

EFFECTIVE DATE

ЗА

Sheet No. \_\_\_

Fourth Revised

# PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840 Denver, CO 80201	-0840		Third Revise	d	Cancels _ Sheet No	3A
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I R T N C S D A Sub.	- - - - - - - -	indicates ne indicates chindicates re indicates di indicates accindicates su symbols directiones di indicates di indi	reduction ange in text but no ch w rate or regulation anged regulation issued matter (from an scontinued rate or reg justment for roll-in o	other shee ulation f portions le to tari	t) of the GC	'A
I			rate increase			
R T			rate reduction ange in text not relat	od to abon	and in	
T			rges, terms, or condit		ges in	
N	-	indicates ne	w material, including a conditions.		ts, rates,	
С	_	indicates ch	ange in text due to a o on, which does not affo	changed redect rates.	gulation,	term,
M			terial moved from or to		part of th	е
D	-		scontinued service or o	deleted ma	terial	
A	_	indicates ro	ll-in to or roll-out f	rom adjustı	ments to b	ase
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		DΛ	TE
P.O. Box 840 Denver, CO 80201-0840	Tenth Revised	Cancels Sheet No.	12A
	Eleventh Revised	Sheet No	12A

er, CO 80201-0840	<u> Tenth Revised</u>	_Sheet No.	12A
	GAS RATES		RATE
(	GAS SERVICE		
SCHEDULE OF CHAF	RGES FOR RENDERING SERVICE		
labor for service normal working hou	will be applicable to non-gratuitou work performed before and after ars of 8:00 AM to 5:00 PM Monday	S	
Minimum Charge, on	shall be, per man hour		108.00 108.00
holidays, per man	hour		130.00 130.00
<del>-</del>	n a customer that is returned to cank as not payable	\$	15.00
his/her monthly nat credit or debit card of \$29.95 shall be o	om a Customer who chooses to patural gas bill with a commercial, a per transaction convenience fetharged for any credit or debit carompany's third party vendor that depayments.	l e d	
his/her monthly natu credit or debit card of \$2.90 shall be ch	om a Customer who chooses to paural gas bill with a non-commercial, a per transaction convenience fenarged for any credit or debit carompany's third party vendor thad payments.	l e d	
per transaction conv once when a custom	combined gas and electric bill, the venience fee shall be assessed only er pays his/her combined gas and as a single credit or debit care	y d	
(Conti	inued on Sheet 12B)		
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#### PUBLIC SERVICE COMPANY OF COLORADO

First Revised 12B Sheet No. Cancels Sheet No.

P.O. Box 840

12B Original Denver, CO 80201-0840 RATE **GAS RATES** GAS SERVICE SCHEDULE OF CHARGES FOR RENDERING SERVICE Commercial credit or debit card - a card issued by a bank and primarily used to pay for business expenditures that typically comprise purchasing, commercial fleet, and employee business travel and entertainment. The often includes 'Corporate' а or designation directly on the card. There is a bank identifier number (BIN) on credit cards that differentiates commercial credit card VS commercial credit card. The BIN is the first 6-8 digits of the card which identifies the issuing bank and the card product. Non-commercial credit or debit card - a general purpose used for expenditures related purchases. To produce a Non-Standard Batched Customer Data Report as Ν Ν set forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Ν Natural Services of the Company's Gas Tariff: Ν Non-Standard Batched Customer Data Report Charge, per report: \$ 291.00 Ν To produce a Non-Standard Aggregated Data Report as Ν forth in the Requests for Customer Data section of the Rules and Regulations Applicable to All Natural Ν Gas Services of the Company's Gas Tariff: N Non-Standard Aggregated Data Report Charge, per hour: \$ 65.00 Ν

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#### COLO. PUC No. 6 Gas

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PUBLIC SERVICE COMPANY OF COLORADO	Thirteenth Revised	Sheet No14
P.O. Box 840 Denver, CO 80201-0840	man 1 Cultura and 1	Cancels Sheet No14
NATURAL GAS RA	ATES	RATE
RESIDENTIAL GAS S	SERVICE	
SCHEDULE RG		
APPLICABILITY Applicable to Residential servicesale service.  MONTHLY RATE	vice. Not applicable s	<b>EO</b>
Service and Facility Charge, per Usage Charge, all gas used per T		\$14.15 \$ 0.10140
MONTHLY MINIMUM		\$14.15
GAS RATE ADJUSTMENT  This rate schedule is subject to commencing on Sheet No. 40.	o the Gas Rate Adjustment	ES
GAS COST ADJUSTMENT  This rate schedule is subject to commencing on Sheet No. 50.	o the Gas Cost Adjustmer	nt
Bills for gas service are due as (14) business days from date of bipurposes under this Payment and Late all non-holiday weekdays. Holidays a Day, Martin Luther King, Jr. Day, Day, Independence Day, Labor Day, Contanksgiving Day, and Christmas Day have the option of selecting a modifunce Date") for paying their bill. The date a maximum of thirty (30) calendadue date of the current bill. Cus Due Date will remain on the selected less than twelve (12) consecutive payment charge of 1.0% per month billed balances for Commission jurison to paid by the billing date shown on balance is \$50 or less. The Company of a late payment charge for one bil frequently than once in any twelve-more request. The late payment charge wis security deposit, or in instances error is involved, or where complicating in processing payments customer, or where a customer is curarrangement.	Payment Charge section is are defined as New Year's Presidents' Day, Memoria olumbus Day, Veterans Day. Residential customers died due date ("Custom Duse date can be extended us and the schedule downers selecting a Custom due date for a period not months. A maximum late shall be applied to all dictional charges that and the next bill unless the will remove the assessment of the period, at customer's ling period, but not more onth period, at customer's ling period, at customer's line and the apply to a billed where a Company billing that are no fault of the rent on an active payment.	or .s sal .r, .s .e .e .e .e .e .e .e .e .e .e
(Continued on Shee		
ADVICE LETTER 949	ISSUE ME DATE	ay 31, 2019

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DATE

DECISION NUMBER

	Tenth Revised	Sheet No 15
P.O. Box 840 Denver, CO 80201-0840	Ninth Revised	Cancels Sheet No15
NA	TURAL GAS RATES	RATE
RESIDENTIAL GAS	OUTDOOR LIGHTING SERVICE	
SC	HEDULE RGL	
APPLICABILITY  Applicable only to Re gas luminaires of the mantl such luminaires does not put customer's other gas consinstalled prior to April 1, service.	pass through the meter me sumption and the luminai	gas for easuring re was
Charge for each additio	antle fixture, per fixture. nal mantle over two mantles e	,
MONTHLY MINIMUM  Minimum charge shall be	the billing under this sch	edule.
GAS RATE ADJUSTMENT  This rate schedule is s commencing on Sheet No. 40.	ubject to the Gas Rate Adju	stments
GAS COST ADJUSTMENT  This rate schedule is scommencing on Sheet No. 50.	subject to the Gas Cost Adj	ustment
PAYMENT AND LATE PAYMENT CHART Bills for gas service a (14) business days from dat purposes under this Payment all non-holiday weekdays. Ho Day, Martin Luther King, Jr Day, Independence Day, Labor Thanksgiving Day, and Christ have the option of selecting Date") for paying their bill to a maximum of thirty (30) due date of the current bill. Date will remain on the selection twelve (12) consecutive charge of 1.0% per month balances for Commission jurpaid by the billing date shalance is \$50 or less. The	Tree due and payable within force of bill. A business of and Late Payment Charge secondidays are defined as New of Day, Presidents' Day, Moreon Day, Veteration of Day, Columbus Day, Veteration of Day, Residential curves a modified due date ("Customers days from the social column of the social due date for a period of the months. A maximum late shall be applied to that a nown on the next bill unless that a column of the next bill unless that the	day for tion is Year's Memorial ns Day, astomers tom Due ended up Cheduled tom Due not less payment billed are not less the
of a late payment charge for frequently than once in any request.	one billing period, but n twelve-month period, at cus	ot more
ADVICE LETTER 0.4.0	on Sheet No. 15A)	May 21 2010
JUMBER 949 DECISION JUMBER	VICE PRESIDENT, EFFEC Rates & Regulatory Affairs DATE	May 31, 2019  TIVE July 1, 2019

PUBLIC SERVICE COMPANY OF COLORADO	Tenth Revised	Sheet No16
P.O. Box 840 Denver, CO 80201-0840	Nighth David	Cancels Sheet No. 16
NATURAL GAS RA	ATES	RATE
COMMERCIAL - SMALL	GAS SERVICE	
SCHEDULE C	SG	
APPLICABILITY Applicable to Commercial cus consumption is less than 50,000 the resale service.		as
MONTHLY RATE  Service and Facility Charge, per Usage Charge, all gas used per		
MONTHLY MINIMUM		. \$ 45.58
GAS RATE ADJUSTMENT  This rate schedule is subject t commencing on Sheet No. 40.	o the Gas Rate Adjustment	CS .
GAS COST ADJUSTMENT  This rate schedule is subject to commencing on Sheet No. 50.	co the Gas Cost Adjustmer	nt
PAYMENT AND LATE PAYMENT CHARGE  Bills for gas service are due a (14) business days from date of bil of fifty dollars (\$50.00) not paid o days after the due date of the bill payment charge of 1.5% per month. A under this Payment and Late Payment holiday weekdays. Holidays are def Martin Luther King, Jr. Day, Presi Independence Day, Labor Day, Columnary	1. Any amounts in excess n or before three business shall be subject to a late business day for purpose Charge section is all nor Fined as New Year's Day dents' Day, Memorial Day	33 35 35 35 35 37
SERVICE PERIOD  All service under this schedu period of twelve consecutive morthereafter unless terminated by cuthree (3) days' notice to Company. quantities are 50,000 therms or twelve-month period ending March 31, eligible for service under this Schebill customer under Schedule CLG, full monthly billing period after May	oths and shall continustomer on not less that is annual usage more in any consecutive the customer is no longedule and the Company shall beginning with the first	ne ge ge ge ge
(Continued on Sheet	No. 16A)	
	n n n	

ADVICE LETTER NUMBER 949 DECISION NUMBER

ISSUE DATE May 31, 2019

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

EFFECTIVE DATE

July 1, 2019

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	Tenth Revised	Sheet No17
P.O. Box 840 Denver, CO 80201-0840	Ninth Revised	Cancels Sheet No17
N	NATURAL GAS RATES	RATE
COMMERCIA	L - LARGE GAS SERVICE	
	SCHEDULE CLG	
APPLICABILITY Applicable to Commercior more Dekatherms (Dth) or resale service.	ial service for customers of annual usage. Not appl	
Capacity Charge, per M	Charge, per customer Maximum Daily Quantity in D used per Dth	oth 8.73 IC
MONTHLY MINIMUM  The Service and Facili	ty Charge plus the Capacity	y Charge.
GAS RATE ADJUSTMENT This rate schedule is commencing on Sheet No. 40.	subject to the Gas Rate Ad	djustments
GAS COST ADJUSTMENT  This rate schedule is commencing on Sheet No. 50.	subject to the Gas Cost A	Adjustment
PAYMENT AND LATE PAYMENT CH Bills for gas service (14) business days from da of fifty dollars (\$50.00) n days after the due date of payment charge of 1.5% per under this Payment and Late holiday weekdays. Holidays Martin Luther King, Jr. D. Independence Day, Labor Thanksgiving Day, and Chris	are due and payable withing the of bill. Any amounts not paid on or before three the bill shall be subject month. A business day for a Payment Charge section is are defined as New Year, Presidents' Day, Memo Day, Columbus Day, Veter	in excess business to a late r purposes s all non- ar's Day, prial Day,
SERVICE PERIOD  All service under thi period of twelve consect thereafter unless terminate three (3) days' notice to received service for the schedule and customer received schedule, including Schedule, company at least thirty (30)	ted by customer on not to company. If the cust minimum service period unquests service under anotally the TFL, customer shall	continue less than tomer has nder this ther rate
(Continued	d on Sheet No. 17A)	
ADVICE LETTER NUMBER949		SUE ATEMay 31, 2019
DECISION NUMBER		FFECTIVE July 1, 2019

	Fifth Revised	Sheet No	17A
P.O. Box 840 Penver, CO 80201-0840	Sub. Fourth Revised	Cancels Sheet No.	17A

RATE NATURAL GAS RATES COMMERCIAL - LARGE GAS SERVICE SCHEDULE CLG SERVICE PERIOD - Cont'd If the customer has received service for the minimum service period under this schedule and customer's annual usage quantities are less than 5,000 Dth for thirty-six consecutive months, customer may request service under Schedule CSG. Such service will be billed beginning with the first full monthly billing period after the Company determines that the customer is eligible. Upon beginning service on Schedule CSG, customer shall remain on such schedule for the minimum service period. PEAK DAY OUANTITY The MDQ shall be established by meter measurement at a level that is no less than the customer's maximum daily usage at each Point of Delivery. Where actual peak daily meter data is not available, Company shall use the customer's annual consumption and an average load factor to estimate the MDO. The Company shall increase Customer's MDQ effective May 1 of  $\mathbf{T}$ each year based on the highest usage for any day occurring during the previous three years (May 1 through April 30). MDO Т for customers converting from a firm gas transportation rate schedule (the former TF or TFL rate schedule) to the CLG rate schedule shall equal the MDQ established under the applicable Τ transportation rate schedule. In the event that customer reduces its usage in any year and customer desires to reduce its MDQ, the customer may request in writing that Company consider a reduction in the customer's MDQ and grant a reset of the established MDQ. Upon ΤΤ receipt of such request, Company may grant a reset of the previously established MDQ under Schedule CLG or authorize a Τ change to the customer's service eligibility under Schedule CSG for the following situations only: 1. Company determines in its sole discretion customer has physically and permanently removed gas consuming appliances or eguipment as physically verified by Company that results in a reduction in MDQ In which case, Company shall determine the appropriate Τ MDO. 2. Company determines in its sole discretion customer has installed Gas Demand-Side Management equipment as a part of a Company-sponsored Gas Demand-Side Management program that results in a reduction in which case Company in shall determine appropriate MDQ. (Continued on Sheet No. 17B) ADVICE LETTER ISSUE

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	Second Revised	Sheet No.	17B
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NATURAL GAS RATES

RATE

COMMERCIAL - LARGE GAS SERVICE

#### SCHEDULE CLG

#### PEAK DAY QUANTITY - Cont'd

3. Company determines in its sole discretion that the customer used substantial amounts of gas due to an unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such event and that such devices are not required for any permanent service requirement and further that Receiving Party will continue to use gas quantities up to the MDQ.

#### COMMUNICATION LINE INSTALLATION AND MAINTENANCE

Except as otherwise provided below, customer shall be responsible for installation and maintenance costs associated with communication equipment compatible with Company's communication equipment as may be required by Company for electronic reporting of measurement data. Customer shall provide such communication equipment prior to initiation of service as directed by Company. Customer shall coordinate installation of communication equipment with Company. Company shall be responsible for installation and maintenance costs associated with advanced communication equipment required for operational and billing purposes.

Customer will maintain the communication equipment in good working order and cause any interruption in service over the communication line to be repaired as soon as possible. If the Company is required to make site trip(s) in addition to the initial trip made by Company to confirm the communication line outage and the final trip to synchronize the meter with the communication line, Company shall charge the customer for Trip Charges and other related charges that may be applicable as provided under the Schedule of Charges for Rendering Service in Company's tariff.

#### RULES AND REGULATIONS

Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules and Regulations on file with The Public Utilities Commission of the State of Colorado and the following special conditions:

- 1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
- 2. For service to gas engine driven irrigation pumps the Point of Delivery and location of meter shall be determined by Company. Except in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of natural gas. All piping beyond Point of Delivery shall be installed, owned and maintained by customer.

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DECISION

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ISSUE DATE

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EFFECTIVE DATE

E July 1, 2019

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	Seventh Revised	Sheet No	18
Box 840 ver, CO 80201-0840	Sixth Revised	Cancels Sheet No	18

P.O. Box 840 Denver, CO 80201-0840	Sixth Revised	0	
NATURAL GAS RA			ATE
COMMERCIAL GAS OUTDOOR L	IGHTING SERVICE		
SCHEDULE CG	EL		
APPLICABILITY  Applicable only to customer-own mantle type where the natural gas for pass through the meter measuring consumption and the luminaire was in 1976. Said applicability is furthed 4, 1979, for Commercial and Indust December 31, 1981, for Municipal customly to locations for which custom exemption, by order of the Public Ut State of Colorado, to the prohibitic lighting. Not applicable to resale services.	r such luminaries does regreen customer's other goestalled prior to April r limited, after Novembrial customers and after stomers, to be applicable mer has been granted cilities Commission of toon on use of outdoor go	not gas 1, per cer ple an	
MONTHLY RATE  Charge for one or two mantle fix Charge for each additional mantl per mantle per fixture	e over two mantles,		
MONTHLY MINIMUM Minimum charge shall be the bill	ing under this schedule		
GAS RATE ADJUSTMENT  This rate schedule is subject to commencing on Sheet No. 40.	o the Gas Rate Adjustmen	ts	
GAS COST ADJUSTMENT  This rate schedule is subject to commencing on Sheet No. 50.	o the Gas Cost Adjustme	nt	
PAYMENT AND LATE PAYMENT CHARGE  Bills for gas service are due with the Payment and Late Payment general service schedule under which	Charge provisions of t ch the customer receiv	he es	
service. In the event that a custome service separate from a general serv Late Payment Charge provisions under t Service shall be applicable.	ice schedule, Payment a	nd	
(Continued on Sheet	No. 18A)		
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VICE PRESIDENT, Rates & Regulatory Affairs ISSUE DATE

May 31, 2019

**EFFECTIVE** DATE

PUBLIC SERVICE COMPANY OF COLORADO	Fifth Revised	Sheet No	19
P.O. Box 840 Denver, CO 80201-0840	Fourth Dorriged	Cancels Sheet No	1.0
NATURAL GAS R	ATES		RATE
INTERRUPTIBLE INDUSTRI	AL GAS SERVICE		
SCHEDULE 1	ī.G		
APPLICABILITY Applicable to Commercial and service where Company has available of that required for service under Not applicable to resale service.	a supply of gas in exces	3 S	
MONTHLY RATE  Service and Facility Charge, per On-Peak Demand Charge, for the m contracted for, per Dth  Usage Charge, all gas used per D In calculating bills for gas se as registered on the meter shall be based on sixty degrees Fahrenheit (six ounces per square inch above aver	aximum Daily On-Peak gasthth rvice, the quantity of ga be adjusted to a quantit 60°F) and at a pressure of	. 8. 0.34	.73
MONTHLY MINIMUM  The Monthly Minimum will be Charge plus the On-Peak Demand Charge		У	
UNAUTHORIZED OVERRUN GAS  If, on any day when curtailmer usage has been ordered by Company, or shut off the use of gas when a and/or the total quantity of On-Pe exceeds the amount contracted for, after customer is directed by Compand until such time customer is resume full use of gas shall constituted of the customer shall pay \$25.00 Unauthorized Overrun Gas in addition	customer fails to curtaind as directed by Companional	y er en s o o	
GAS RATE ADJUSTMENT  This rate schedule is subject to commencing on Sheet No. 40.	o the Gas Rate Adjustment	s	
GAS COST ADJUSTMENT  This rate schedule is subject t commencing on Sheet No. 50.	o the Gas Cost Adjustmen	t	
(Continued on Sheet	No. 19A)		

ADVICE LETTER NUMBER 949 DECISION NUMBER

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

ISSUE May 31, 2019 DATE

**EFFECTIVE** DATE

2019 July 1,

Fourth Revised	Sheet No	29
Sub. Third Revised	Cancels Sheet No	29

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

NATURAL GAS RATES RATE

# FIRM GAS TRANSPORTATION SERVICE - SMALL

#### SCHEDULE TFS

#### APPLICABILITY

Applicable Shippers having acquired by to agreement supplies of Natural Gas (Shipper's Gas), as well as an agreement with Company for Firm Gas Transportation Service, where Company (also referred to as Transporter for purposes of transportation service) has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm Shippers. Service under this Schedule is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s)/Pool(s) to the Delivery Point(s) through Company's System for only those Delivery Points where the Receiving Party's annual usage is less than Dekatherms (Dth). Firm capacity and firm Backup Sales Service quantities reserved under this Schedule shall be designated for Receiving Partv(s) Delivery specific at Point(s).

Service supplied under this Schedule is subject to and provided in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this Schedule TFS shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.

(Continued on Sheet No. 29A)

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Twelfth Revised	Sheet No.	29A
Eleventh Revised	Cancels Sheet No.	29A

penver, CO 80201-0840 <u>Eleventh Revised</u> Sh	ieet No. ————————
NATURAL GAS RATES	RATE
FIRM GAS TRANSPORTATION SERVICE - SMALL	
SCHEDULE TFS	
FIRM GAS TRANSPORTATION SERVICE CHARGES	
Monthly Service and Facility Charge per service meter: Usage Charge: Applicable to all of Shipper's Gas transported by Company:	\$60.58
Standard Rate, per Dth*  *Minimum Rate, per Dth	1.0993 0.010
*The minimum Usage Charge shall be \$.01, but in no instance will it be less than the variable costs of providing service.	
Unauthorized Overrun Penalty, per Dth:	
	Higher of \$25.00 or 5x Platts Gas Daily CIG Rockies Spot Price
Minimum Rate, per Dth	1.0993
ACKUP SALES SERVICE OPTION CHARGES:	
Backup Sales Service Reservation Charge, per Dth up to Backup Reservation Quantity Backup Sales Supply Charge, per Dth	\$0 1.0993
In the event of communication line interruption, and in ccordance with the Transportation Terms and Conditions, the ompany will treat all Gas delivered subsequent to the two 2) week correction period specified in Company's written otification as sales Gas and subject to potential nterruption. All sales Gas volumes delivered will be ubject to the Standard TFS Usage Charge and treated as eing in excess of the Backup Reservation Quantity for urposes of calculating the applicable GCA TFS Commodity harge.	
(Continued on Sheet No. 29B)	

NUMBER

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VICE PRESIDENT, Rates & Regulatory Affairs DATE

May 31, 2019

EFFECTIVE DATE

First Revised 29B \_ Sheet No. \_

P.O. Box 840 Denver, CO 80201-0840	Sub. Original	Cancels — Sheet No.	29В
NATURAL GAS R	ATES		RATE
FIRM GAS TRANSPORTATION SI	ERVICE - SMALL		
SCHEDULE TH	r'S		
MONTHLY MINIMUM CHARGES  The Monthly Minimum shall be and Facility Charges, b) the Backup Charge (if the Backup Sales Service (any applicable monthly charges for ne necessary to provide Gas Transportation In the event that Company payments including, but not limited taxes, occupancy taxes, or other miss as a result of the transportation Shipper by Company, these charges with from Company to Shipper.	Sales Service Reservation is selected), and we way additional facilition of the Shipping required to make to, franchise fees, satellaneous facility charservice being rendered	cion d c) cies per. any ales cges to	
GAS RATE ADJUSTMENT  This rate schedule is subject t commencing on Sheet No. 40.	o the Gas Rate Adjustme	ents	
This rate schedule is subject Sheet No. 50, as follows: All Shipper's Gas volumes transcubject to the GCA TFS Transportation unless the Shipper receives the Shipper sedescribed in the Gas Transportation Customers selecting the Backuper also subject to the GCA TFS Support Reservation Quantity elected by the State All Natural Gas volumes supplied the Backup Sales Service Option is Commodity Charge, which is calculated Soh. All such Natural Gas volumes a TFS Transportation charge on Sheet No All Natural Gas volumes as Sales Charge are also subject to the Calculated as being in excess of Quantity, as set forth on Sheet No. Yolumes are also subject to the GCA on Sheet No. 50H.	sported by the Company of charge on Sheet No. 5 per Daily Balancing Option Terms and Conditions; Sales Service Option by charge for the Backing the Company through the Company through the GCA as set forth on Sheet re also subject to the .50H.  It to the Interruptible of GCA TFS Commodity Charter Backup Reservations. Soh. All such Natural	are 50H, cion are ckup ough TFS No. GCA TFS crge ion Gas	
(Continued on Sheet N	Jo. 29C)		

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VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** DATE

First Revised Sheet No. 29C

Sub. Original Cancels Sheet No. Sheet No. 29C

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

NATURAL GAS RATES RATE

# FIRM GAS TRANSPORTATION SERVICE - SMALL

#### SCHEDULE TFS

# FUEL, LOST AND UNACCOUNTED-FOR GAS (FL&U)PERCENTAGE

Shippers receiving Firm Transportation Service shall include additional gas for lost and unaccounted for volumes to the quantity of gas delivered to Company. Unless otherwise specified, the FL&U Percentage for Firm Gas Transportation Service is 0.86 percent. Annually, on or before September 1, the Company will file an advice letter to update the FL&U Percentage for the twelve (12) months ending June 30, to be effective January 1 of the following year.

#### FIRM TRANSPORTATION SERVICE

Firm Transportation Service is required for those Shippers desiring to receive and/or utilize firm capacity on the Company's System. Shippers desiring Firm Transportation Service for or on behalf of Receiving Party(ies) are required to submit to Company a request for Transportation Service for each Delivery Point, which contains the Maximum Daily Quantity for which Shipper desires Company to provide firm capacity from its System. Firm capacity is made available to Shipper for and on behalf of Receiving Party only. Additional terms of Firm Transportation Service shall be as set forth in the applicable Service Agreement, as well as this Gas tariff, including the Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

# BACKUP SALES SERVICE OPTION

An option that, if selected by Shipper, allows a Shipper taking firm transportation service to pay a reservation charge giving Shipper rights to purchase sales Gas up to Shipper's Backup Reservation Quantity. Under this service option, Shipper shall be billed the monthly Backup Sales Service Reservation Charge and applicable GCA charge, per Dth, for the Backup Reservation Quantity, in accordance with this Schedule TFS.

For all sales Gas that Company supplies to Shipper, Shipper shall be billed the Backup Sales Supply Charge and applicable GCA charge(s), in accordance with this Schedule TFS.

Additional terms and conditions governing the Backup Sales Service Option are set forth in the Gas Transportation Terms and Conditions.

(Continued on Sheet No. 29D)

ADVICE LETTER 949
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May 31, 2019

EFFECTIVE July 1, 2019 DATE

ISSUE

VICE PRESIDENT, Rates & Regulatory Affairs

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FIRM GAS TRANSPOR	RTATION SERVICE - SMALL		

#### SCHEDULE TFS

#### UNAUTHORIZED OVERRUN PENALTY

For firm transportation customers, in the event of an Operational Flow Order (OFO), Shipper shall be subject to the Unauthorized Overrun Penalty if deliveries exceed the OFO Tolerance Level specified in the OFO notice. This Unauthorized Overrun Penalty shall be in addition to all other applicable The Company shall charge all Shippers penalties in all Unauthorized Overrun Penalty cases, provided that the circumstances surrounding the overrun are similar. Additional terms and conditions governing OFOs Unauthorized Overrun Penalty are set forth in the Gas Transportation Terms and Conditions.

## IMBALANCE MANAGEMENT

As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Unless otherwise selected and approved by the Balancing. Company, a Shipper will be subject to the Transporter Balancing Option.

In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TFS Transportation Charge, as set forth under the Gas Cost Adjustment section above. All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges.

Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions.

#### MONTHLY IMBALANCE RESOLUTION

Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout shall be determined based on the charges end-of-Month cumulative imbalance quantity and a Monthly Cashout Price consistent with the Gas Transportation Terms and Conditions.

(Continued on Sheet No. 29E)

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#### NATURAL GAS RATES

FIRM GAS TRANSPORTATION SERVICE - SMALL

#### SCHEDULE TFS

#### CONVERSION OF SERVICE

Annually, Company will evaluate Receiving Party's total delivered quantities of gas at each Delivery Point for the previous twelve (12) months ending March 31. If the annual quantity of gas at any Delivery Point is equal to or greater than 5,000 Dekatherms, service hereunder shall be terminated and shall be converted to service under Schedule TFL, unless Shipper provides notice it intends to convert to sales service under Schedule CLG. Such conversion shall be effective May 1 following such determination by Company. If service is converted to Schedule TFL, the Shipper or Receiving Party, as applicable, shall remain on Schedule TFL for at least one If service is converted to Schedule CLG, Contract Year. Customer shall remain on Schedule CLG for the minimum Service Period provided therein.

the event Receiving Party has received service hereunder for the minimum Service Agreement term and desires receive service under Schedule CLG or Schedule CSG, Receiving Party shall provide Company written notice no less than thirty (30) days prior to the date such conversion is to effective. Company shall evaluate whether it has sufficient Natural Gas and related resources to provide service under the applicable rate schedule. Company may agree to a notice period of less than thirty (30) days if it determines that sufficient time to effectuate the necessary changes has been provided.

The Receiving Party will not be eligible to return to transportation service hereunder until one (1) year after its conversion to Company's firm sales service. Upon the expiration of such one year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Gas Transportation Terms and Conditions.

## DISTRIBUTION EXTENSION REQUIREMENT

In the event that the Customer elects service hereunder as initial service that requires a distribution extension and the Construction Allowance applicable under Schedule TFS exceeds the Construction Allowance that would otherwise be applicable under Schedule TFL, the minimum Service Agreement term shall be three (3) years, or other term as mutually agreed upon by the parties. Such three-year minimum service period shall not apply to a customer under this schedule requesting service under Schedule CSG.

(Continued on Sheet No. 29F)

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DISTRIBUTION EXTENSION REQUIREME	NT CONT'D:	

The required term of the Service Agreement shall begin on the date the meter is set.

Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall first have entered into a Firm Gas Transportation Service Agreement with the Company for a minimum term of five (5) years, or other term as mutually agreed upon by the parties.

## SPECIAL CONDITIONS

Service supplied under this schedule is subject to the following special conditions:

- Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
- 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except situations, such point and meter location shall be the customer's property line nearest Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.

(Continued on Sheet No. 29G)

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May 31, 2019

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# PUBLIC SERVICE COMPANY OF COLORADO

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NATURAL GAS RATES	RATE

# SCHEDULE TFL

FIRM GAS TRANSPORTATION SERVICE - LARGE

#### APPLICABILITY

to Shippers having acquired by agreement supplies of Natural Gas (Shipper's Gas), as well as an agreement with Company for Firm Gas Transportation Service, where Company (also referred to as Transporter for purposes of transportation service) has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm transport Shippers. Service under this Schedule is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s)/Pool(s) to the Delivery through Company's System for only those Delivery Point(s) Points where the Receiving Party's annual usage is Dekatherms (Dth) or more. Firm capacity and Backup Sales Service Option quantities reserved under this Schedule shall be designated for Receiving Party(s) at specific Delivery Point(s).

Service supplied under this Schedule is subject to and provided in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as this Gas tariff, including Company's Rules Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this TFL Rate Schedule shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.

(Continued on Sheet No. 30A)

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REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

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FIRM GAS TRANSPORTATION SE	ERVICE - LARGE	
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Minimum Rate, per Dth - Usage Charge: Applicable to transported by Company: Standard Rate, per Dth.	Charge per service meter: . arge, per Dth - MDQ: - MDQ	\$ 116.12 8.73 0.60 0.2302 0.010
*The minimum Usage Charge instance will it be less t providing service.	shall be \$.01, but in no than the variable costs of	
Authorized Overrun Charge, pe	er Dth:	0.3539
Unauthorized Overrun Penalty, Maximum Rate, per Dth	•••••	Higher of \$25.00 or 5x Platts Gas Daily CIG Rockies Spot Price
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BACKUP SALES SERVICE OPTION CHARGE: Backup Sales Service Reservat per Dth up to Backup Reservat Backup Sales Supply Charge, p	tion Charge,	\$0 0.2302
Interruptible TFL SALES CHARGE  In the event of communication accordance with the Transportation Company will treat all Gas delivered week correction period specification as sales Gas and interruption. All sales Gas volumed to the Standard TFL Usage Charge and the Backup Reservation Quantity the applicable GCA TFL Commodity characters.	n Terms and Conditions, the ed subsequent to the two (2) ied in Company's written nd subject to potential es delivered will be subject nd treated as being in excess for purposes of calculating	
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P.O. Box 840 Denver, CO 80201-0840 \_ Sheet No. -

# RATE NATURAL GAS RATES FIRM GAS TRANSPORTATION SERVICE - LARGE SCHEDULE TFL MONTHLY MINIMUM CHARGES The Monthly Minimum shall be the sum of a) the Service and Facility Charges, b) the transportation Firm Capacity Reservation Charge, c) the Backup Sales Service Reservation Charge (if the Backup Sales Service Option is selected), and d) any applicable monthly charges for new or additional facilities necessary to provide Gas Transportation Service to the Shipper. In the event that Company is required to make any payments including, but not limited to, franchise fees, sales taxes, occupancy taxes, or other miscellaneous facility charges as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billing from Company to Shipper. GAS RATE ADJUSTMENT This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40. GAS COST ADJUSTMENT (GCA) This rate schedule is subject to the GCA commencing on Sheet No. 50, as follows: All Shipper's Gas volumes transported by the Company are subject to the GCA TFL Transportation Charge on Sheet No. 50H, unless the Shipper receives the Shipper Daily Balancing Option as described in the Gas Transportation Terms and Conditions; Customers selecting the Backup Sales Service Option are also subject to the GCA TFL Supply Charge for the Backup Reservation Quantity elected by the Shipper. All Natural Gas volumes supplied by the Company through the Backup Sales Service Option is subject to the GCA TFL Commodity Charge, which is calculated as set forth on Sheet No. All such Natural Gas volumes are also subject to the GCA TFL Transportation charge on Sheet No. 50H. All Natural Gas volumes subject to the Interruptible TFL Sales Charge are also subject to the GCA TFL Commodity Charge calculated as being in excess of the Backup Reservation Quantity, as set forth on Sheet No. 50H. All such Natural Gas volumes are also subject to the GCA TFL Transportation Charge on Sheet No. 50H. (Continued on Sheet No. 30C)

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May 31, 2019

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FIRM GAS TRANSPORTATION SERVICE - LARGE

#### SCHEDULE TFL

## FUEL, LOST AND UNACCOUNTED-FOR GAS (FL&U)PERCENTAGE

Shippers receiving Firm Transportation Service include additional gas for lost and unaccounted for volumes to the quantity of gas delivered to Company. Unless otherwise specified, the FL&U Percentage for Firm Gas Transportation Annually, on or before September 1, Service is 0.86 percent. the Company will file an advice letter to update the FL&U $\parallel$ Percentage for the twelve (12) Months ending June 30, to be effective January 1 of the following year.

# FIRM TRANSPORTATION SERVICE

Transportation Firm Service is required for Shippers desiring to receive and/or utilize firm capacity on the Company's System. Shippers desiring Firm Transportation Service for or on behalf of Receiving Party(ies)are required to submit to Company a request for Transportation Service for each Delivery Point, which contains the Maximum Daily Quantity for which Shipper desires Company to provide firm capacity from its System. Firm capacity is made available to Shipper for and on of Receiving Party only. Additional terms of Firm Transportation Service shall be as set forth in the applicable Service Agreement, as well as this Gas tariff, including the Company's Rules and Requlations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

#### MAXIMUM DAILY QUANTITY

The Shipper's MDQ shall be established at intended to represent no less than the Shipper's actual daily usage at each delivery point. Where actual peak daily meter data is not available, the Company shall use the annual consumption to estimate the MDQ.

Except for LDC Customers, Shipper shall be responsible to ensure the MDQ is sufficient to meet the maximum quantity a Receiving Party will use at its individual Delivery Point(s).

(Continued on Sheet No. 30D)

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#### NATURAL GAS RATES

RATE

#### FIRM GAS TRANSPORTATION SERVICE - LARGE

#### SCHEDULE TFL

The Company shall evaluate Shipper's MDQ at the end of any Month in which the customer exceeded its established MDO during that prior Month. If Shipper's MDQ at any Delivery Point is overrun in a given Month and a Backup Reservation Quantity was not previously specified in Shipper's Service Agreement, the Company reserves the right to charge the Authorized Overrun Charge or increase such MDQ for that Month. The Company will then have the option to increase the Shipper's MDO going forward, as communicated to the Shipper.

If Shipper's Service Agreement specifies the Backup Sales Service Option and a Backup Reservation Quantity, the Backup Sales Service Option provisions shall govern Shipper's capacity usage above its specified MDQ.

## BACKUP SALES SERVICE OPTION

An option that, if selected by Shipper, allows a Shipper taking firm transportation service to pay a reservation charge giving Shipper rights to purchase sales Gas up to Shipper's Backup Reservation Quantity. Under this service Shipper shall be billed the monthly Backup Sales Service Reservation Charge and applicable GCA charge, per Dth, for the Backup Reservation Quantity, in accordance with this Schedule

For all sales Gas that Company supplies to Shipper, Shipper shall be billed the Backup Sales Supply Charge and applicable GCA charge(s), in accordance with this Schedule TFL. Additional terms and conditions governing the Backup Sales Service Option are set forth in the Gas Transportation Terms and Conditions.

#### UNAUTHORIZED OVERRUN PENALTY

For firm transportation customers, in the event of an Operational Flow Order (OFO), Shipper shall be subject to the Unauthorized Overrun Penalty if deliveries exceed the OFO Tolerance Level specified in the OFO notice. This Unauthorized Overrun Penalty shall be in addition to all other applicable Company shall charge all Shippers similar penalties in all Unauthorized Overrun Penalty cases, provided that the circumstances surrounding the overrun are similar. Additional and conditions governing OFOs and the Unauthorized Overrun Penalty are set forth in the Gas Transportation Terms and Conditions.

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#### NATURAL GAS RATES

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#### FIRM GAS TRANSPORTATION SERVICE - LARGE

#### SCHEDULE TEL

#### IMBALANCE MANAGEMENT

As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. Unless otherwise selected and approved by the Company, Shipper will be subject to the Balancing Option.

In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TFL Transportation Charge, as set forth under the Gas Cost Adjustment section above. All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges.

Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions.

#### MONTHLY IMBALANCE RESOLUTION

Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout charges shall be determined based end-of-Month on the cumulative imbalance quantity and a Monthly Cashout Price consistent with the Gas Transportation Terms and Conditions.

#### DISTRIBUTION EXTENSION REQUIREMENT

Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall enter into a Firm Gas Transportation Service Agreement that has a term of at least five (5) years, or other term as mutually agreed upon by the parties.

#### CONVERSION OF SERVICE

If Receiving Party has received service for the minimum service period and annual usage quantities are less than 5,000 Dth for thirty-six (36) consecutive Months, Shipper may submit a Request for Service under Schedule TFS or CSG. After the Company determines that the customer is eligible, such service will be billed beginning with the first full Monthly billing period. Upon beginning service on Schedule TFS or CSG, customer shall remain on such schedule for the minimum service period

(Continued on Sheet No. 30F)

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NATURAL GAS RATES

FIRM GAS TRANSPORTATION SERVICE - LARGE

#### SCHEDULE TFL

Shipper may request and Company may either grant a reset of the previously-established MDQ, or authorize eligibility under Schedule TFS, with fewer than thirty-six (36) Months consecutive service when the Company determines in its sole discretion that:

- 1. Shipper has physically and permanently removed consuming appliances or equipment as physically verified by Company that results in a reduction in MDQ, in which case, Company shall determine the appropriate MDQ.
- 2. Shipper used substantial amounts of Gas unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such event and that such devices are not required for any permanent service requirement and further that Shipper continue to use gas quantities up to the MDQ.

#### TERMINATION

Service shall be terminated in accordance with the Gas Transportation Terms and Conditions or Shipper's Agreement with the Company.

In the event that (i) Shipper or Receiving Party gives thirty (30) days written notice of its intention to cancel Firm Gas Transportation Service for any or all Delivery Points prior to the end of the term of the Service Agreement or any subsequent Contract Year as provided for in said Service Agreement amendments thereto, or or (ii) Firm Transportation Service is suspended, terminated, or revoked prior to the end of the Service Agreement as set forth in the Gas Transportation Terms and Conditions, then Shipper shall be obligated to pay the Company a termination charge equal to the Firm Capacity Reservation Charge and the Backup Sales Service Reservation Charge, if applicable, multiplied by the MDQ and Backup Reservation Quantity respectively, as described in the Service Agreement, for every Month remaining in the term of the Service Agreement. The Company may agree to a notice period of less than thirty (30) days if it determines that sufficient time to effectuate the necessary changes has been provided. the Receiving Party subscribes to Company's firm sales service or firm transportation service under a different Service Agreement in place of such terminated service, the termination charge will not apply. In addition, all costs incurred by Company relating to any specific facility charges specified in Service Agreement or other written agreement shall become immediately due and payable to Company unless otherwise agreed in writing. (Continued on Sheet No.

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FIRM GAS TRANSPORTATION SERVICE - LARGE

#### SCHEDULE TFL

If the Backup Sales Service Option has not been purchased for a Receiving Party for a quantity equal to Receiving Party's MDQ in the applicable Service Agreement, then conversion to firm sales shall be contingent upon Company's determination that firm supply is available for sale to Receiving Party. All such conversions from transportation to sales service shall be effective at the beginning of a Month.

The Receiving Party will not be eligible to return to transportation service hereunder until one (1) year after its conversion to Company's firm sales service. Upon the expiration of such one (1) year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Transportation Terms and Conditions.

#### SPECIAL CONDITIONS

Service supplied under this schedule is subject to the following special conditions:

- Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
- 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in situations, such point and meter location shall be customer's property line nearest Company's source of Natural Gas. All piping beyond the Point of Delivery shall be installed, owned, and maintained by customer.

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Sub. Eighth Revised Sheet No. 31

# NATURAL GAS RATES RATE INTERRUPTIBLE GAS TRANSPORTATION SERVICE

#### SCHEDULE TI

#### APPLICABILITY

Applicable to Shippers having acquired by separate agreement supplies of Natural Gas (Shipper's Gas), as well as agreement the with Company for Interruptible Transportation Service, where Company (also referred to as Transporter for purposes of transportation service) available interruptible System capacity in excess of that presently required for service to existing firm gas sales Customers and Firm Transportation Shippers. Service under this Schedule is applicable to interruptible transportation of Shipper's Gas from Company's Receipt Point(s)/Pool(s) Shipper's Delivery Point(s) through Company's System.

Service provided hereunder shall be in accordance with the Interruptible Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, as well as this Gas tariff, including Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

Notwithstanding any provision in this Schedule to the contrary, the terms and service available to an existing LDC Customer under this TI Rate Schedule shall be strictly subject to the terms of the Interruptible Gas Transportation Service Agreement between Company and the LDC Customer or any amendment thereto, and otherwise may be denied by Company in its sole discretion.

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

Nineteenth Revised 31A Sheet No. Cancels Eighteenth Revised 31A Sheet No.

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

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DECISION NUMBER

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VICE PRESIDENT, Rates & Regulatory Affairs ISSUE

May 31, 2019

**EFFECTIVE** DATE

Third	Revised		Sheet No	31B
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P.O. Box 840

Sub. Second Revised Sheet No. -Denver, CO 80201-0840 RATE NATURAL GAS RATES INTERRUPTIBLE GAS TRANSPORTATION SERVICE SCHEDULE TI MONTHLY MINIMUM CHARGES The Monthly Minimum shall be the sum of a) the Service Facility Charge(s), b) the On-Peak Demand Charge (if applicable), and c) any applicable monthly charges for new or additional facilities necessary to provide Gas Transportation Service to the Shipper. In the event that Company is required to make any payments including, but not limited to, franchise fees, sales occupancy taxes, or other miscellaneous facility charges as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billing from Company to Shipper. GAS RATE ADJUSTMENT This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 40. GAS COST ADJUSTMENT (GCA) This rate schedule is subject to the GCA commencing on Sheet No. 50, as follows: All Shipper's Gas volumes transported by the Company are subject to the GCA TI Transportation Charge on Sheet No. 50H, unless the Shipper receives the Shipper Daily Balancing Option as described in the Gas Transportation Terms and Conditions; Customers having an On Peak Demand Quantity are also subject to the GCA TI On-Peak Demand Charge for the On Peak Demand Quantity elected by the Shipper. All Natural Gas volumes subject to the Interruptible TI Sales Charge are also subject to the GCA TI Commodity Charge. All such Natural Gas volumes are also subject to the GCA TI Transportation Charge on Sheet No. 50H. FUEL REIMBURSEMENT PERCENTAGE Shippers receiving Interruptible Transportation Service shall include additional gas for lost and unaccounted for volumes to the quantity of gas delivered to Company. otherwise specified, the FL&U Percentage for Interruptible Transportation Service is 0.86 percent. Annually, on or before September 1, the Company will file an advice letter to update the FL&U Percentage for the twelve (12) Months ending June 30, to be effective January 1 of the following year.

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## PUBLIC SERVICE COMPANY OF COLORADO

Fourth Revised 31C Sheet No. Cancels 31C

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

2<sup>nd</sup> Sub. Thrid Revised Sheet No.

#### NATURAL GAS RATES

RATE

# INTERRUPTIBLE GAS TRANSPORTATION SERVICE

# SCHEDULE TI

## INTERRUPTIBLE TRANSPORTATION SERVICE

Interruptible Transportation Service is required for those Shippers desiring to utilize interruptible capacity on the Company's System. Transportation service hereunder is subject to availability of System capacity in Company's System. Should Company, in its sole judgment, determine that adequate System capacity is unavailable, then Shipper is subject to immediate Capacity Interruption of transportation service.

Shippers desiring Interruptible Transportation Service for or on behalf of Receiving Party(ies) are required to submit to Company a request for Transportation Service for each Delivery Point which contains the Maximum Daily Quantity for which Shipper desires Company to provide interruptible capacity from its System, as well as, if applicable and approved by the Company, the On Peak Demand Quantity for which Shipper desires Company to provide firm capacity from its Additional terms System of Interruptible Transportation Service shall be as set forth in the applicable Service Agreement, as well as this Gas tariff, including the Company's Rules and Regulations Applicable to all Natural Gas Services and the Gas Transportation Terms and Conditions.

### UNAUTHORIZED OVERRUN PENALTIES

In the event of an OFO, Shipper shall be subject to the Unauthorized Overrun Penalty if deliveries exceed the OFO Tolerance Level specified in the OFO notice. In addition, during an Interruption a Shipper transporting Gas above its On Peak Demand Quantity, if any, shall be subject to Unauthorized Overrun Penalties. This Unauthorized Overrun Penalty shall be in addition to all other applicable charges.

## ON PEAK DEMAND QUANTITY OPTION

Under the On Peak Demand Quantity Option, Shipper may purchase from Transporter maximum daily firm capacity, referred to as On Peak Demand Quantity, subject to approval by Transporter. Such On Peak Demand Quantity will be set forth in Shipper's Service Agreement or amendments thereto. Additional terms applicable to On Peak Demand Quantity are set forth in the Company's Transportation Terms and Conditions.

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VICE PRESIDENT. Rates & Regulatory Affairs **EFFECTIVE** DATE

Fifth Revised Sheet No. 31D

Sub Fourth Revised Cancels 31D

P.O. Box 840 Denver, CO 80201-0840 Sub. Fourth Revised Cancels Sheet No. 31D

# NATURAL GAS RATES

RATE

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## INTERRUPTIBLE GAS TRANSPORTATION SERVICE

## SCHEDULE TI

## IMBALANCE MANAGEMENT

As set forth in the Company's Gas Transportation Terms and Conditions, the Company offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. Unless otherwise selected and approved by the Company, a Shipper will be subject to the Transporter Balancing Option.

In addition to all other applicable charges, all volumes of Shipper's Gas subject to the Transporter Balancing Option will be subject to the GCA TI Transportation Charge, as set forth under the Gas Cost Adjustment section above.

All volumes of Shipper's Gas subject to the Shipper Daily Balancing Option are subject to a Daily Imbalance Charge, in addition to all other applicable charges.

Additional terms and conditions on Imbalance Management, as well as details on the Daily Imbalance Charge, are set forth in the Gas Transportation Terms and Conditions.

## MONTHLY IMBALANCE RESOLUTION

Monthly Imbalance resolution is required consistent with the Gas Transportation Terms and Conditions. Monthly Cashout charges shall be determined based on the end-of-Month cumulative imbalance quantity and a Monthly Cashout Price consistent with the Gas Transportation Terms and Conditions.

## DISTRIBUTION EXTENSION REQUIREMENT

Prior to the Company's construction of a Distribution Main Extension or Reinforcement to serve an LDC Customer under this rate schedule, the LDC Customer shall enter into an Interruptible Gas Transportation Service Agreement that has a term of at least five (5) years, or other term as mutually agreed upon by the parties.

# TERMINATION

Service shall be terminated in accordance with the Gas Transportation Terms and Conditions or Shipper's Service Agreement with the Company.

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Sub. Second Revised

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NATURAL GAS RATES

INTERRUPTIBLE GAS TRANSPORTATION SERVICE

SCHEDULE TI

## TERMINATION - Cont'd

In the event that (i) Shipper or Receiving Party gives thirty (30) days written notice of its intention to cancel Interruptible Gas Transportation Service for any or Delivery Points prior to the end of the initial term of the Service Agreement or any subsequent Contract Year as provided for in said Service Agreement or amendments thereto, or (ii) Interruptible Gas Transportation Service is suspended. terminated, or revoked prior to the end of the term of the Service Agreement as set forth in the Gas Transportation Terms and Conditions, then all costs incurred by Company relating to any facility charges specified in the Service Agreement or otherwise agreed to in writing shall become immediately due and payable to Company upon such termination. The Company may agree to a notice period of less than thirty (30) days if it determines that sufficient time to effectuate the necessary changes has been provided. If the Receiving Party subscribes to Company's firm sales service or firm transportation service a different Service Agreement in place terminated service, then Shipper will continue to pay remaining facility charges as agreed by Shipper Company.

The Receiving Party will not be eligible to return to transportation service hereunder until one (1) year after its conversion to Company's firm sales service. Upon expiration of such one (1) year period, the Receiving Party may return to gas transportation service through submission of a Request for Transportation in accordance with the Company's Gas Transportation Terms and Conditions.

## SPECIAL CONDITIONS

Service supplied under this schedule is subject to the following special conditions:

- Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
- 2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by Company. Except in unusual situations, location shall such point and meter be customer's property line nearest the Company's source All piping beyond the Point of Natural Gas. Delivery shall be installed, owned, and maintained by customer.

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Third Revised Sheet No. 31F

# PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840 Denver, CO 80201-0840		Sub. Second	Revised	Cancels Sheet No	31F
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Second Revised Sheet No. 31G

# PUBLIC SERVICE COMPANY OF COLORADO

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

RATE

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NATURAL GAS RATES

FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE

## SCHEDULE TF-FRP SURCHARGE

## APPLICABILITY

Applicable to Shippers requesting firm Gas Transportation Service utilizing the Company's Front Range Pipeline, including (1) Shippers served under the Company's Firm Gas Transportation Service rate schedules that elect to use the Company's Chalk Bluffs Hub at an interconnecting Federal Energy Regulatory Commission (FERC) pipeline (Chalk Bluffs Hub) and (2) other Shippers who have executed a Firm Gas Transportation Service Agreement providing for exclusively over the Front Range Pipeline. The Company's Front Range Pipeline extends south from the Company's Chalk Bluffs Hub to the Fort St. Vrain Valve Set Interconnection Shippers desiring service hereunder shall be billed Point. the Firm Capacity Reservation Surcharge as set forth below for gas transported by Company through the Front Range Pipeline. Shippers desiring to utilize the Front Range Pipeline to transport gas in excess of the contracted capacity shall be billed the Authorized Overrun Transportation Commodity Surcharge as set forth below. Service hereunder is subject to the availability of capacity in excess of that presently required for service to existing firm Shippers utilizing the Front Range Pipeline, and shall be in accordance with the Firm Gas Transportation Service Agreement between Company and Shipper, the applicable requirements of the Firm Gas Transportation Service rate schedule provisions, and the Company's Gas tariff.

(Continued on Sheet No. 32A)

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Sixth Revised 32A Sheet No. Cancels Sheet No 2<sup>nd</sup> Sub. Fifth Revised 32A

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

Denver, CO 80201-0840 <u>2<sup>nd</sup> Sub. Fifth Revised</u> Sh	eet No32A
NATURAL GAS RATES	RATE
FRONT RANGE PIPELINE FIRM GAS TRANSPORTATION SERVICE	
SCHEDULE TF-FRP SURCHARGE	
MONTHLY RATE - FIRM GAS TRANSPORTATION SERVICE SURCHARGES  The following surcharges shall be in addition to those charges applicable for service to Shippers under the Company's Firm or Interruptible Gas Transportation Service:	
Firm Capacity Reservation Surcharge for each Dth of capacity contracted at Chalk Bluffs Hub	\$0.155
Primary Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing the Front Range Pipeline up to the Contracted Primary Receipt Point Capacity	
Standard Rate, per Dth	\$0.000
Secondary Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing Chalk Bluffs Hub as a Secondary Receipt Point	
Standard Rate, per Dth	0.015 0.010
Authorized Overrun Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing Chalk Bluffs Hub which is in excess of the Contracted Primary Receipt Point Capacity	
Standard Rate, per Dth	0.015 0.010
Unless otherwise agreed to by Company, the Secondary Transportation Commodity Surcharge and Authorized Overrun Transportation Service Surcharge shall be as set forth from time-to-time on the Company's Electronic Bulletin Board for such service, and such surcharges shall not exceed the Standard Rate as set forth above.	
(Continued on Sheet No. 32B)	PACCULATION

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# PUBLIC SERVICE COMPANY OF COLORADO

	First Revised	Sheet No	32B
P.O. Box 840 Denver, CO 80201-0840	Original	Cancels Sheet No	32B

Denver, CO 80201-0840	Original	Cancels Sheet No.	32B
	NATURAL GAS RATES		RATE
FRONT RANGE PIPELINE	FIRM GAS TRANSPORTATION SERVICE		
SCHEDUL	E TF-FRP SURCHARGE		
Service utilizing the France Receipt Point shall be the as set forth herein. In the make any payments including or payments, sales taxes, result of the transportations.	for all Firm Gas Transport cont Range Pipeline as a Pr Firm Capacity Reservation Surche event that Company is required but not limited to franchise occupancy taxes or the like, on service being rendered to Sh will be included in billings	imary harge ed to fees as a ipper	
Gas in excess of the Con Bluffs Hub Primary Receipt Hub as a Secondary Receip discretion, provide such Service on an interrupt	desires Company to receive Ship tracted Firm Capacity at the Point, or utilize the Chalk Bot Point, Company may, at its Authorized Overrun Transport ible basis, provided Company Front Range Pipeline and rec	Chalk luffs sole ation has	
POINT CAPACITY  Shippers desiring to Primary Receipt Point shall writing, pursuant to th Conditions. Such requests	s will be date-stamped upon re- all be allocated to Shippers	as a y, in and ceipt	
Nominations and Priority Transportation Terms and ( firm Shippers utilizing th Receipt Point shall have th	Conditions, with the exception ne Chalk Bluffs Hub as a Secon ne same priority of service as otible transportation service at	Gas that ndary those	
(Continued	d on Shepet No. 32C)		

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Proceeding No. 19AL-0309G, Page 47 of 172	COLO. PUC No. 6 Ga	s	
PUBLIC SERVICE COMPANY OF COLORADO			
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NATURAL GAS	RATES		RATE
FRONT RANGE PIPELINE FIRM GAS	TRANSPORTATION SERVICE	CE	
SCHEDULE TF-FRP	SURCHARGE		
TERM FOR USE OF CHALK BLUFFS HUB AS  Service hereunder shall be avenue of service to-year until terminated upon thirt to Company, prior to the end of any	ailable on an annual shall continue from y (30) days'written	basis. year-	T
TERMINATION CHARGE  In the event Shipper gives notice of its intention to cance Primary Receipt Point effective priterm, Shipper shall be obligated to charge equal to the Firm Capac multiplied by the capacity contract and the number of months remaining Chalk Bluffs Hub as a Primary Receipt	el service hereunder or to the end of any o pay Company a termi sity Reservation Sur ted at the Chalk Bluf in the term maintaini	as a annual nation charge fs Hub	D T T

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Sixth	revised		Sheet No	33
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Denver, CO 80201-0840 Fifth Revised Sheet No. -RATE NATURAL GAS RATES FRONT RANGE PIPELINE INTERRUPTIBLE GAS TRANSPORTATION SERVICE SCHEDULE TI-FRP SURCHARGE APPLICABILITY Applicable to Shippers requesting interruptible Transportation Service utilizing the Company's Front Range Pipeline, including (1) existing Shippers served under the Company's Interruptible Gas Transportation Service schedule that elect to use the Company's Chalk Bluffs Hub at an interconnecting Federal Energy Regulatory Commission (FERC) pipeline (Chalk Bluffs Hub) as a Category One or Category Two Receipt Point and (2) other Shippers who have executed an Interruptible Gas Transportation Service Agreement providing for service exclusively over the Front Range Pipeline. Company's Front Range Pipeline extends south Company's Chalk Bluffs Hub to the Fort St. Vrain Valve Set Interconnection Point. Service hereunder is subject to the availability of capacity in excess of that presently required for service to existing firm Shippers utilizing the Front and Range Pipeline, shall be in accordance with Interruptible Gas Transportation Service between Company and Shipper, the applicable requirements of the Interruptible Gas Transportation Service rate schedule provisions, and the Gas Transportation Terms and Conditions of the Company's tariff. MONTHLY RATE - INTERRUPTIBLE GAS TRANSPORTATION SURCHARGES The following charges shall be in addition to those applicable for service under the Company's Interruptible Gas Transportation Service - Schedule TI. Transportation Commodity Surcharge: Applicable to all of Shipper's Gas transported by Company utilizing the D Front Range Pipeline Standard Rate, per Dth....... \$ 0.015 Minimum Rate, per Dth..... 0.010 otherwise agreed to by Company, Transportation Commodity Surcharge shall be as set forth from time-to-time on the Company's Electronic Bulletin Board for such service, and such surcharge shall not exceed the Standard Rate as set forth above. (Continued on Sheet No. 33A)

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	First Revised	Sheet No	33A
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FRONT RANGE PIPELINE INTE	RRUPTIBLE GAS TRANSPORTATION SERVIC	Œ	
SCHEDU	LE TI-FRP SURCHARGE		
that Company is required not limited to franchis occupancy taxes or the lib service being rendered to	onthly Minimum Charge. In the evento make any payments including kee fees or payments, sales taxed ke, as a result of the transportation Shipper by Company, these charges from Company to Shipper.	out es, ion	
Transportation Terms and Shippers receiving interruchalk Bluffs Hub Receipt Bervice as firm Shippers Secondary Receipt Point.	-	of a he	
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## PUBLIC SERVICE COMPANY OF COLORADO

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

Thirteenth Revised	Sheet No.	50
Twelfth Revised	Cancels Sheet No.	50

NATURAL GAS RATES
GAS COST ADJUSTMENT

# APPLICABILITY

Rate schedules for natural gas service are subject to a Gas Cost Adjustment C ("GCA"). The GCA includes the following costs: 1) cost of gas purchased C from the Company's suppliers; 2) costs to deliver that same gas to the Company's pipeline system, and 3) the recovery of the revenue requirement associated with the Company's investment in its gas storage inventory. The GCA rate will be subject to one annual and three regular quarterly changes to be effective on the first day of each calendar quarter and interim changes, if justified by the Company, to be effective on the first day of any other month. The GCA for all applicable rate schedules is as set forth on Sheet Nos. 50H and 50I, and will be added to the Company's Base Rates for C billing purposes.

# DEFINITIONS

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

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

(Continued on Sheet 50A)

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

Thirteenth Revised	Sheet No.	50A	
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NATURAL GAS RATES
GAS COST ADJUSTMENT

DEFINITIONS - Cont'd

\* - Pursuant to Commission Decision Nos. R99-1094, C02-910, C04-1112, C09-0596, R13-0121 C14-0889, and C18-0738, Gas Price Management Costs, except those specific Gas Price Management Costs incurred by the Company in execution of the long-term portion of a Commission-approved Gas Price Volatility Mitigation Plan, shall be excluded from the definition of Actual Gas Costs effective July 1, 2022, unless the Commission by subsequent order approves the continued inclusion of these costs.

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

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

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

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

Forecasted Sales Gas Quantity. The quantity of gas commodity projected to be sold by the Company during the applicable GCA Effective Period, based upon the historic quantity of gas commodity sales, adjusted to reflect normal historic temperature based on National Oceanic and Atmospheric Administration data and anticipated changes, except that for the Deferred Gas Cost rate component calculation, the Forecasted Sales Gas Quantity shall be the gas commodity projected to be sold during the 12-month period applicable to the Company's annual GCA application effective October 1.

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## PUBLIC SERVICE COMPANY OF COLORADO

 Ninth Revised
 Sheet No.
 50B

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 Denver, CO 80201-0840
 Eighth Revised
 Sheet No.
 50B

NATURAL GAS RATES
GAS COST ADJUSTMENT

DEFINITIONS - Cont'd

Gas Commodity Cost. The total cost of the natural gas commodity that includes each of the following costs, as determined for each month within the GCA Effective Period: (1) the NYMEX Settlement Price as of the first business day of the month prior to the GCA Effective Period, adjusted for the basis differentials between the monthly NYMEX Settlement Price, which is based upon deliveries at the Henry Hub, and the respective indexes applicable to the various areas where the Company purchases its gas supplies, multiplied by the purchase volumes for each corresponding month within the GCA Effective Period; (2) the monthly reservation fees or demand charges payable to gas sellers for making firm quantities of gas available for sale to Company irrespective of the commodity volume actually delivered (gas demand costs); (3) the physical fixed price purchases; (4) appropriate adjustments for storage gas injections and withdrawals; and (5) the gas price management costs.

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

GCA Effective Period. The period of time that the GCA rate change is intended to be in effect. The GCA Effective Period for the Gas Commodity Cost and Deferred Gas Cost components of the GCA rate is the three-month calendar quarter, except that for purposes of an interim GCA, the GCA Effective Period for the Gas Commodity Cost is either two months or one month, depending on the number of months remaining before the GCA Effective Period for the Upstream Service Cost and Gas Storage Inventory Cost components of the GCA rate is typically twelve months, from October 1 through September 30, except that for purposes of a regular quarterly GCA, the GCA Effective Period for the Upstream Service Cost and Gas Storage Inventory Cost components of the GCA rate is the remainder of such twelve-month period.

(Continued on Sheet 50C)

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NATURAL GAS RATES GAS COST ADJUSTMENT

DEFINITIONS - Cont'd

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

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

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

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

# CURRENT GAS COST RATE DETERMINATION

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

Current Gas Cost = A + B + C

A = Gas Commodity Cost

B = Upstream Service Cost

C = Gas Storage Inventory Cost

(Continued on Sheet 50D)

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May 31, 2019

EFFECTIVE July 1, 2019 DATE

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## PUBLIC SERVICE COMPANY OF COLORADO

Ninth Revised	Sheet No.	50E
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P.O. Box 840 Denver, CO 80201-0840

> NATURAL GAS RATES GAS COST ADJUSTMENT

## GAS COST ADJUSTMENT

The following formula is used to determine the GCA amount.

GCA = A + B + C + D

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

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

C = Deferred Gas Cost

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

The GCA will be subject to four regular quarterly changes to be effective on C the first day of each calendar quarter by the Company filing an annual GCA application for GCA changes to be effective October 1, and three quarterly GCA applications for GCA changes to be effective January 1, April 1 and July The GCA rate will also be subject to interim GCA changes by the Company filing an interim GCA application, subject to the Company justifying the need for such interim GCA change consistent with Commission Decision No. C09-0596; such interim GCA changes may become effective on the first day of any calendar month other than the beginning of a calendar quarter and continue through the end of the calendar quarter in which it is filed. four GCA rate components (Gas Commodity Cost, Upstream Service Cost, Storage Inventory Cost and Deferred Gas Cost) shall be subject to regularly scheduled revision each quarter by the Company filing an annual GCA application or quarterly GCA application, while only the Gas Commodity Cost rate component shall be subject to revision by the Company filing an interim In each case, the revised Gas Commodity Cost, Upstream GCA application. Service Cost, Gas Storage Inventory Cost and Deferred Gas Cost components shall replace the corresponding Gas Commodity Cost, Upstream Service Cost, Gas Storage Inventory Cost and Deferred Gas Cost components previously in effect. Annual, quarterly and interim GCA applications shall be filed on less than thirty (30) days' notice in accordance with applicable Colorado statues, Commission Rules and Commission decisions, but on not less than fourteen (14) days' notice prior to the proposed effective date.

(Continued on Sheet 50F)

ADVICE LETTER

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May 31, 2019

REGIONAL VICE PRESIDENT, Rates & Regulatory Affairs

**EFFECTIVE** DATE

## PUBLIC SERVICE COMPANY OF COLORADO

	d Sheet No. 50F
P.O. Box 840 Denver, CO 80201-0840 Sub. Third Rev	vised Cancels 50F

NATURAL GAS RATES
GAS COST ADJUSTMENT

## RELATIONSHIP TO GCA RULES 4 CCR 723-8

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

# TREATMENT OF REFUND

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

# GAS COST ADJUSTMENT APPLICATION

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

(Continued on Sheet 50G)

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## PUBLIC SERVICE COMPANY OF COLORADO

	Fourth Revised	Sheet No	50G
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NATURAL GAS RATES
GAS COST ADJUSTMENT

## GAS PURCHASE PLAN

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

# GAS PURCHASE REPORT

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

(Continued on Sheet 50H)

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One Hundred-eleventh Revised Sheet No. 50H

50H

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One <u>Hundred-tenth Revised</u> Cancels Sheet No.

5				GAS RATES ADJUSTMENT		
Rate Schedule	Sheet No.	Billing _Units_	Type Of Charge	Current Gas Cost	Deferred Gas Cost	Gas Cost Adjustment
RG	14	Therm	Commodity	\$0.29810	\$0.01030	0.30840
RGL	15	Therm	Commodity	\$0.27370	\$0.01030	0.28400
CSG	16	Therm	Commodity	\$0.29550	\$0.01030	0.30580
CLG	17	DTH	Commodity	\$2.85800	\$0.10300	2.96100
CGL	18	Therm	Commodity	\$0.27370	\$0.01030	0.28400
IG	19	DTH DTH	On-Peak Dema Commodity		 \$0.10300	1.80800 2.84000
TFS	29	DTH DTH DTH	Transportati Supply Commodity	on 0.04200 1.80800 (1)	  \$0.10300	0.04200 1.80800
TFL	30	DTH DTH DTH	Transportati Supply Commodity	on 0.04200 1.80800 (1)	\$0.10300	0.04200 1.80800
TI	31	DTH DTH DTH	Transportati On-Peak Dema Commodity		 \$0.10300	0.04200 1.80800

(1) The Current Gas Cost shall be established each month as follows: For each Dth of Backup Sales Service quantities purchased on any c Day up to the Backup Reservation Quantity, the rate shall be equal to 100% of Index Price One, as defined in the Gas Transportation Terms and Conditions, plus the CIG TF Transportation Rate, as defined in the Gas Transportation Terms and Conditions. For each Dth of Backup Sales Service quantities purchased on any Day in excess of any Backup Reservation Quantity, the rate shall be equal to 125% of Index Price One, plus the CIG TI Transportation Rate, as defined in the Gas Transportation Terms and Conditions.

(Continued on Sheet No. 50I)

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# PUBLIC SERVICE COMPANY OF COLORADO

			First Revised		_ Sheet No	501
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			GAS RATES ADJUSTMENT			
€ S	The Current Gas Cost each Dth of sales Gas Sales Charge, the rat the CIG TI Transport terms and Conditions.	s volumes the se shall be ation Rate,	nat are subject equal to 125% (	to the I of Index	Interrup <sup>a</sup> Price On	tible TI ne, plus
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## PUBLIC SERVICE COMPANY OF COLORADO

First Revised	Sheet No	60
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P.O. Box 840 Denver, CO 80201-0840

#### GAS SERVICE

## FLEXIBLE PRICING POLICY

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

Applicability

Except as specified in more detail below, this policy shall be applicable to any residential, commercial, industrial and resale gas sales service customer or potential sales customer, and to any firm or interruptible transportation service potential gas customer or transportation customer of the Company to whom the Company offers a contract with flexible pricing. The services not eligible for flexible pricing are: Residential and Commercial Gas Outdoor Lighting Service sales tariffs, the following gas transportation service charges: Backup Sales Service Reservation Charge, and On-Peak Demand Quantity Charge. circumstances will the Company offer discounts on embedded gas cost. Company shall retain discretion as to which customers or potential customers shall be offered flexible pricing, but similarly situated customers will be offered the same discounts in accordance with Colorado Statutes and Rules and the Company's Gas tariff.

Requirements for Flexible Pricing

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

- 1. The customer has the ability to provide its own service or has competitive alternatives available from other providers of the same or substitutable service, except from another public utility providing or proposing to provide the same type of service.
- 2. The customer will discontinue using the services of the Company if the applicable rates are not flexibly priced.

(Continued on Sheet No. 60A)

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## GAS SERVICE

## FLEXIBLE PRICING POLICY

## Requirements for Flexible Pricing - Cont'd

- 3. The approval of the flexible price rate will not adversely affect the remaining customers of the Company. The Company will not offer any flexible price rate which is lower than the embedded minimum transportation rate. Accounting records will be maintained and available for inspection by Staff of the Commission and the Office of Consumer Counsel indicating the disposition of all costs associated with each flexibly priced contract and the conformance of this policy to the requirements of \$40-3-104.3, C.R.S. If the discounted price is below the applicable embedded gas cost, the Company will maintain separate accounting records for those sales and will remove revenues of those sales and associated costs from the Gas Cost Adjustment clause.
- 4. The price of any such service is not less than the marginal cost of the service to the Company. The marginal cost to the Company will be computed based on the annual cost of the facilities required to provide service to the customer. The annual cost will be derived by applying the approved Revenue Requirement Factors from the most recent rate review to the estimated cost of the facilities required to provide service. The Revenue Requirement Factors include operating and maintenance expenses, depreciation expenses, income taxes and earnings applicable to the facilities required to provide service.
- 5. The approval of the flexibly priced rate is in the public interest.

## Regulatory Approval

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

# Confidentiality Requirement

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

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#### PUBLIC SERVICE COMPANY OF COLORADO

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#### RULES AND REGULATIONS APPLICABLE TO ALL NATURAL GAS SERVICES INDEX Sheet No. R1 GENERAL STATEMENT................... R<sub>1</sub>B GENERAL - Applicable to All Natural Gas Service: Definitions of Terms..... R2 - 7Benefit of Service..... R7-R7A Т Choice of Rates.... R7A Charges for Rendering Service..... R8 Monthly Bills..... R9-R9A Credit or Debit Card Payment Option..... R10 Temporary or Intermittent Service..... R10 Possession of Gas..... R10 Customer's Installations..... R10-R11 Protection of Subsurface Facilities..... R12 Liability...... R12 Indemnity to Company..... R13 Priority of Service..... R13 Diversion of Natural Gas..... R13-R14 Gas Lights and Atmospheric Flares..... R15 Easements..... R15 Access for Company's Employees..... R16 Resale of Natural Gas..... R16 Complaints...... R16 STANDARDS - Applicable to All Natural Gas Service: System Operation and Maintenance...... R17 Pressure..... R17 Measurement of Service..... T R18 New Measurement Techniques..... R18 Ν Measurement Equipment and Testing...... R19-R20 T Gas Billing...... R21 Volume Adjustments..... R21-R22 Billing Errors ..... R23-R24 Gas Property Determination................................... R24-R24BT Gas Quality Specifications................................... R24B-R25T Therm Conversion.....

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## PUBLIC SERVICE COMPANY OF COLORADO

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#### RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### GENERAL

## DEFINITION OF TERMS

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

Unit" British Thermal Unit "British Thermal (Btu) One (1)(International Table), which is the amount of energy equivalent to 1,055.056 Joule, specified as in Gas Processors Association Publication 2145-93 ("Table of Physical Constants of Paraffin Hydrocarbons and other Components of Natural Gas") or subsequent amendments as may be adopted by the Company. One (1) MMBtu shall mean one million (1,000,000) Btu.

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

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

Business Day - All non-Holiday weekdays.

<u>Commission</u> - "Commission" shall mean the Public Utilities Commission of the State of Colorado.

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

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

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

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## PUBLIC SERVICE COMPANY OF COLORADO

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## RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### GENERAL.

# DEFINITION OF TERMS - Cont'd

Cubic Foot of Gas (cf) -

- a) For the purpose of gas property determination, one cubic foot M of gas shall mean one "standard cubic foot" (scf) of gas, which M is the volume of water-free gas occupying a space of one (1) M cubic foot at standard conditions.
- b) For the purpose of gas volume determination, one "cubic foot" M of gas shall mean the amount of gas which occupies a volume of  $\ensuremath{\mathtt{M}}$ one (1) cubic foot at reference conditions of either:
  - i) the actual metering pressure and temperature; or,
  - ii) standard conditions (14.73 psia, 60° F).
- c) For the purpose of gas administration (balancing, billing, reporting), suitable correction factors for each rate class shall be applied to the determined volumes.
- Ccf means one hundred (100) cubic feet. d) Mcf means one thousand (1,000) cubic feet. MMcf means one million (1,000,000) cubic feet.

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

Curtailable Requirement - "Curtailable Requirement" shall mean those estimated gas quantities for interruptible use.

- Resale "Resale Curtailable Requirement" shall mean those (a) estimated gas quantity requirements of a Resale Customer for a Contract Year which are to be resold by Customer to its interruptible customers as classified in Customer's approved tariff.
- Direct "Direct Curtailable Requirement" shall mean those (b) estimated interruptible gas quantity requirements of an Interruptible Customer.

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## RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### GENERAL

# DEFINITION OF TERMS - Cont'd

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

Energy - The energy content of a given quantity of gas, expressed in units of Btu, Therm or Dekatherm.

<u>Firm Requirement</u> - "Firm Requirement" shall mean those estimated gas quantity requirements for firm use.

- (a) Resale "Resale Firm Requirement" shall mean those estimated gas quantity requirements of a Resale Customer for a Contract Year which are to be resold by Customer to its firm customers as classified in Customer's approved tariff and shall also include quantities which constitute Customer's lost and unaccounted for gas and gas which Customer consumes in rendering service.
- (b) Direct "Direct Firm Requirement" shall mean those estimated firm gas quantity requirements of a Direct Customer for a Contract Year.

<u>Heating Value</u> - The higher (gross) heating value of the gas expressed in Btu/scf, and shall be on a dry basis except as otherwise specified herein.

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

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Holiday - New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

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## PUBLIC SERVICE COMPANY OF COLORADO

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## RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### GENERAL

# DEFINITION OF TERMS - Cont'd

Interruptible Sales Curtailment - The discontinuance of sales service M as a result of the inability of Company to provide such service due to M the lack of availability of Company's interruptible gas supply.

Local Pressure Base - "Local Pressure Base" or LPB, shall mean the M average atmospheric pressure as determined by the Company plus a M pressure of one-quarter pound per square inch (0.25 psi).

Normal Service Pressure - The atmospheric pressure plus a pressure of M six inches water column, plus or minus two inches water column.

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

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

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

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

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

 $\underline{\text{Standard Conditions}}$  - A standard temperature base of 60° F and a standard pressure base of 14.73 psia.

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

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# RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

## DEFINITION OF TERMS - Cont'd

Total Annual Quantity - "Total Annual Quantity" shall mean the maximum M quantity of natural gas Company is obligated to deliver to Customer M and Customer is entitled to receive from Company during each Contract M Year under all executed Service Agreements under which Customer M purchases gas.

# BENEFIT OF SERVICE

NUMBER

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

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## RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### GENERAL

## BENEFIT OF SERVICE - Cont'd

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

## CHOICE OF RATES

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

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## RULES AND REGULATIONS

## NATURAL GAS SERVICE

#### GENERAL

## CHARGES FOR RENDERING SERVICE

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

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

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

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

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## PUBLIC SERVICE COMPANY OF COLORADO

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## RULES AND REGULATIONS

## NATURAL GAS SERVICE

**GENERAL** 

# PROTECTION OF SUBSURFACE FACILITIES

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

# LIABILITY

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

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

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

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

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## PUBLIC SERVICE COMPANY OF COLORADO

	Sub.	Fourth Revised	Sheet No	R17
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#### RULES AND REGULATIONS

## NATURAL GAS SERVICE

## STANDARDS

## SYSTEM OPERATION AND MAINTENANCE

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

- a. The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of natural gas and to avoid any shortage of same and, excepting interruptible service, interruption of same. However, Company will not be liable for interruption, shortage, or insufficiency in the supply of natural gas, or for any injury, loss, or damage occasioned thereby, if same is due to causes or contingencies beyond the control of the Company including but not limited to accidents, breakdown of equipment, acts of God, authority and orders of government, flood, storms, fires, strikes, riots, or war.
- b. The Company, whenever it shall find it necessary for the purpose of making repairs or improvements to its systems, will have the right to temporarily suspend the delivery of natural gas.
- c. Interruptions of service, however, will not relieve customer from any charges for service actually supplied, nor will accidents to customer's equipment or machinery, or failure of customer's installation, not due to fault of Company, relieve customer of payment of minimum charges under the rate schedule or contract applicable.

# PRESSURE

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

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## PUBLIC SERVICE COMPANY OF COLORADO

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#### RULES AND REGULATIONS

## NATURAL GAS SERVICE

## STANDARDS

## MEASUREMENT OF SERVICE

Volume Determination

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

The Company intends to adopt the Third Edition of AGA Report No. 3 for quantity determination by orifice measurement. Orifice metering equipment (to include the meter tube, orifice fitting and orifice plate) installed prior to the date when Company has adopted the Third Edition need not conform to the Third Edition of AGA Report No. 3, but shall comply with the appropriate standard in effect at the time of installation.

Gas volume shall be corrected for deviation from the ideal gas law by application of appropriate compressibility factors. Company may assume compressibility factors equal to 1.0 for residential and commercial deliveries. The Company shall, determine the location for, install, own, and maintain suitable metering and other equipment necessary for measuring the natural gas supplied in accordance with Company's Gas Standards Manual. Each class of natural gas service supplied will be metered and billed separately. All service to a customer under one applicable rate schedule shall be at a single point of delivery provide by Company and will be measured by a single meter and meter readings will not be combined for billing purposes. Adjoining properties may be combined on a single meter at customer's expense, and served as a single customer where such properties are controlled, occupied, and used for commercial purposes by a single enterprise engaged in the pursuit of a single business. the same person at different premises will be considered as service to separate customers.

# New Measurement Techniques

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

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#### PUBLIC SERVICE COMPANY OF COLORADO

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

#### RULES AND REGULATIONS

# NATURAL GAS SERVICE

STANDARDS

#### MEASUREMENT EQUIPMENT AND TESTING

Testing Equipment

The Company will provide such testing equipment and instrumentation as may be necessary to comply with the Rules and Regulations of the Public Utilities Commission of the State of Colorado. The Company shall operate such equipment with standard methods in general use in the natural gas industry. The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas measurement equipment.

Measurement Equipment

The Company will install, maintain, and operate, or cause to be installed, maintained, and operated, measuring stations equipped with flow meters and/or other necessary metering and measuring equipment by which the billing unit of gas received or delivered shall be determined. For gas receipts onto the Company's system the responsible party may be as agreed upon.

Accuracy and Routine Testing

The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas meters in use. All meters will be tested for accuracy of adjustment and registration before installation and shall be tested in accordance with the test schedule hereinafter set forth and, if inaccuracy is found, such meters shall be adjusted to register within one percent of accuracy.

a: Diaphragm Type Meters

All diaphragm meters shall be tested in accordance with the Selective Testing Program on file or as amended and filed with The Public Utilities Commission of the State of Colorado. If inaccuracy is found, meters shall be adjusted to register within one percent of accuracy when passing gas at twenty percent of the meter's rated capacity at a differential pressure of one-half inch water column, as soon as practicable.

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#### PUBLIC SERVICE COMPANY OF COLORADO

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### STANDARDS

# MEASUREMENT EQUIPMENT AND TESTING - Cont'd Accuracy and Routine Testing - Cont'd

- Rotary Displacement Type Meters
  - Meters having a rated capacity of 5,000 cubic feet or less M per hour at one-half inch water column differential shall M be tested at least once in five years.
  - Meters having a rated capacity of more than 5,000 cubic M (2)feet per hour at a differential pressure not to exceed two M inches water column shall be tested at least once every six months. Μ
- Orifice metering equipment shall be tested at least once each c: vear.
- d: Turbine type meters shall be tested at least once each year.

# Testing upon Request

The Company, at any time, may test any of its meters. Upon written request of a customer, the Company will test the accuracy of the delivery meter installed at customer's premises free of charge if said meter has not been tested within the 12-month period just prior to such request. meter so tested will be considered accurate if the average accuracy of the meter is within 2% plus or minus. Upon request of the customer to said Commission, a representative of said Commission will be present when such test is made.

# Inaccuracy of Registration, Meter Failure and Estimation

- If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted to measure accurately. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test, or by previous recording, receipts or deliveries through such equipment shall be estimated based upon the first of the following methods which is feasible:
  - By using the registration of any check meter or meters, installed and accurately registering, or, in the absence of (a);
  - (b) Βv correcting the error if the percentage is calibration, ascertainable by special test, mathematical or calculation, or, in the absence of (a) and (b);
  - By estimating the quantity of gas received or delivered based on receipts or deliveries during preceding periods under similar conditions when measuring equipment was registering accurately.

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### STANDARDS

#### GAS BILLING

For the purpose of billing gas, the following billing units shall be used:

- Rate Classes RG, RGL, CSG, CLG and CGL. For the purpose of determining Therms for these rate classes, the metered volumes will be converted utilizing the Therm Conversion procedure set forth herein.
- Rate Classes IG, TFS, TFL and TI. For the purpose of determining Dekatherms for these rate classes, the metered volumes, adjusted for temperature, and other correction factors, pressure, Standard Conditions and multiplied by appropriate Energy Factors as set forth herein.

#### VOLUME ADJUSTMENTS

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NUMBER

- If, upon any test, the meter is found to be in excess of the error T tolerance levels allowed under Commission Rule 4302, correction of the C amount inaccurately determined shall be made pursuant to the provisions Volume adjustments for transportation customers are addressed in T the Transportation Terms and Conditions.
  - For Schedules RG and CSG, if any meter so tested is found to be T running fast, the Company shall refund to the Customer one-half of the C excess charge for the period dating from the discovery of the meter C error back to the previous meter test, with such period not to exceed C twenty-four (24) Months.
  - For Schedules CLG and IG, if any meter so tested is found to be C running fast, the Company shall refund to the Customer the excess C charge for the period dating from the discovery of the meter error C back to the previous meter test, with such period not to exceed C twenty-four (24) Months.

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#### COLO. PUC No. 6 Gas

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#### PUBLIC SERVICE COMPANY OF COLORADO

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#### NATURAL GAS SERVICE

#### STANDARDS

### VOLUME ADJUSTMENTS - Cont'd

- For Schedules RG and CSG, if any meter so tested is found to be  $|_{\mathbb{T}}$ running slow, the Company may charge for one-half of the under-billed C amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed  $\sin|_{C}$ Months.
- For Schedules CLG and IG, if any meter so tested is found to be  $|_{\mathrm{C}}$ running slow, the Company may charge for the under-billed amount for C the period dating from the discovery of the meter error back to the  $|_{C}$ previous meter test, with such period not to exceed twenty-four (24) c Months.
- e. If any meter is found not to register, to register intermittently, M or to partially register for any period, the Company may collect for M the gas service used but not registered on the meter, with such M amounts estimated as provided in the Inaccuracy of Registration, Meter D Failure and Estimation section above. The period for which the C Company charges the estimated amount shall not exceed six (6) Months C for Schedules RG and CSG, or twenty-four (24) Months for Schedules CLG C
- a. Under this Volume Adjustments section:
  - In the event of an over-billing, the Customer may elect to  $\mathbb{N}$ receive the refund as a credit to future billings or as a one-N time payment. If the Customer elects a one-time payment, the N Company shall make the refund within thirty (30) days. Such  $\mathbb{N}$ over-billings shall not be subject to interest.
  - In the event of under-billing, the Customer may elect to enter  $\mathbb{N}$ ii. into a payment arrangement on the under-billed amount. The  $^{
    m N}$ payment arrangement shall be equal in length to the time  $|\mathbb{N}|$ period covered by the under-billed amount. Such under-billings N shall not be subject to interest.
  - iii. The time period limitations for collection of under-billed Namounts shall not apply in the event of energy diversion or  $\mathbb{N}$ subterfuge.

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# RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### STANDARDS

#### BILLING ERRORS

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

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

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#### PUBLIC SERVICE COMPANY OF COLORADO

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#### RULES AND REGULATIONS

# NATURAL GAS SERVICE

#### STANDARDS

#### BILLING ERRORS - Cont'd

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

# GAS PROPERTY DETERMINATION

Gas Properties which may be required for volume measurement or energy M determination will be determined by appropriate industry standards or M practices, or for gas received onto the system by any other methods as M agreed upon. Appropriate industry standards include but are not limited to M those referenced herein, and the Company may adopt any amendments to the standards in the exercise of its reasonable judgment.

Heating Value (Hv) and Specific Gravity

The HV and specific gravity may be determined by the use of an on-line T instrument, a continuous gas sampling device, a spot sample device, or for gas received onto the Company's system by any other method as agreed upon. On-line instruments include a calorimeter, gravitometer, chromatograph, and any similar device. Hv and specific gravity determination by calculation from gas composition will comply with GPA Standard 2172-2014, with physical constants per GPA Standard 2145-93.

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

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1 100eeding No. 19AL-03090, 1 age 79 of 172	COLO. PUC No. 6 Gas	
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P.O. Box 840 Denver, CO 80201-0840	Oliginal	Sheet NoRZ4A Cancels Sheet No
RULES	AND REGULATIONS	
NATUR	AL GAS SERVICE	
	STANDARDS	
GAS PROPERTY DETERMINATION - Cont'd  Heating Value (Hv) and Specific For the purpose of calculating receipts, the gas will be assumed deceipts, the gas will be assumed deceipts than 7 lb. water per MMcf.  Water vapor content in the gas if the per MMcf.  HV and specific gravity determined necessary in the exercise of gas delivered, intervals shall not entered the Company's system, intervals shall not entered the Company's system, intervals shall not entered gravity as determined at so in the Company's system.  For HV and specific gravity deceipted in conjunction with electronal specific gravity deceipted in conjunction with electronal specific gravity deceipted in the company's system.  For HV and specific gravity deceipted in conjunction with electronal specific gravity deceipted in the conjunction with conventional conjunction with c	the Hv from the gas cory if the actual water. The Company may account the content is in excess mination will be done the Company's reasonable exceed 12 months. For all not exceed 12 mont. The Company may applome upstream or represent the exceed by the computation by continuous roperties applied to orical data. This pred. The easurement processed by the computation of the exceed to orical data. This pred.	vapor content is it for the actual so of 7 lb. water at intervals as le judgment. For gas received onto hs and may be as y a known Hv and entative location e instrumentation t, the Hv signal iter. Louis sample, spot volume or energy actice may be as recording applied gas volumes, the
Determination of Compressibility Compressibility factors for volume accordance with an industry standard in the Company's exercise of its realized by methods as agreed upon. Approprized a property and the required gas composition valued found necessary in the exercise of the gas delivered, intervals shall not intervals shall not exceed 12 months required. The Company may apply known upstream or representative location for compressibility factor dets sample, and recording chart, applied based on historical data. Practice ragreed upon for gas received.	lume calculation shall dor practice as considerated as considerated as considerated as a considerated as a considerated as a company and a considerated as a	dered appropriate for gas received, AGA NX-19 and the Report No. 8. d at intervals as le judgment. For or gas received, se agreed upon or termined at some n.
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RULES Z	AND REGULATIONS	
NATURA	AL GAS SERVICE	
<u> </u>	STANDARDS	
GAS PROPERTY DETERMINATION - Cont'd  Determination of Temperature  If temperature compensation conventional chart measurement for g shall be determined by means of a average of temperatures for each temperature of the gas during such da	gas volumes, the temper recording thermometer. day shall be used i	rature of the gas The arithmetic
Determination of Atmospheric Pr When the atmospheric pressure determination, it shall be determined practices, or for gas received, by me	e is required for ved by appropriate indus	
GAS QUALITY SPECIFICATIONS  Minimum Heating Value The minimum monthly average heather the Company at standard conditions: a. 950 Btu/scf in the Denver Luis Valley, Mountain and Sterl	ons 14.73 psia and 60° er, North Metro, Bould	Fahrenheit) shall I
b. 950 Btu/scf in the Northe Boulder), High Plains (except S		
c. 850 Btu/scf in the Grand Steamboat areas.	Junction, Meeker, Cr	aig, Hayden, and I
Standards for Gas Tendered to Company's System, unless otherwhere below have been determined a temperature of 60° Fahrenheit. tendered Gas of a lesser qualic Company may, in its sole judgem when its operations so allow.	shall apply to all Gaswise agreed in writing at a pressure of 14 The Company has no oblicty than that set fort.	. The provisions .73 psia and a igation to accept h below, but the
a. <u>Minimum Heating Value for</u> value of Natural Gas delivered the Receiving Party at the Deli	from the Company to	
b. Maximum Heating Value fo All Gas shall have a total he more than 1100 Btu/scf in the B 1131 Btu/scf in the BTU Non-Adj	eating value of not TU Adjusted Area and	Z Z
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RULES	S AND REGULATIONS		;
NATU	JRAL GAS SERVICE		
	STANDARDS		
GAS QUALITY SPECIFICATIONS - Cont'd Standards for Gas Tendered to			]1
c. Free from Objectionable commercially free (at preva Company's System) from objectionable company's System of the Gas in Company's factors.	jectionable odors, du: r substance that might	mperature st, hydro	carbon,
d. <u>Sulphur</u> - All Gas shall total sulphur, nor more than sulfide per one-hundred (100)	one-fourth (1/4) of one		
e. Oxygen - All Gas in the more than two-tenths of one volume and Customer shall make free of oxygen. All Gas in more than two percent (2%) by	percent (0.2%) by quant e every reasonable effor the BTU Adjusted Area s	ity of oxy t to keep shall not	ygen by the Gas
f. <u>Temperature</u> - The flowing exceed one hundred ten degrees		ll Gas sha	all not
g. <u>Hydrocarbon Dew Point</u> exceed fifteen degrees Fahren hundred (100) psia and one the composition or as otherwise accordance with procedures and reasonable basis.	nheit (15°F) at any pres ousand (1000) psia as ca determined by dew-poi	ssure betweelculated for the state of the st	een one rom Gas tus in
h. <u>Water Content</u> - All Gas shall not contain more than fi million cubic feet at the Star	ive (5) pounds of entrain		

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RULES	AND REGULATIONS	
NATUI	RAL GAS SERVICE	
	STANDARDS	
GAS QUALITY SPECIFICATIONS - Cont'd Standards for Gas Tendered to		
i. <u>Total Carbon Dioxide</u> - Alpercent (3%) by volume of carbon	ll Gas shall not cor on dioxide.	ntain more than three
j. <u>Total Non-Combustible Ga</u> not exceed fourteen and three Adjusted Areas and five perce Areas.	tenths percent (14.	3%) by volume in BTU
k. Deleterious Substances received by the Company at Remerchantable in quality and Company's System or to the mincluding but not limited to pathogens, dust, dirt, gum-fliquid or solid matter or water at the temperature and pressure Company, which might interfere injury to interference with the	eceipt Point(s) shater free from substant merchantability of o polychlorinated forming constituent r and hydrocarbons re at which the Gaswith its marketabile	ll be commercial and ces harmful to the Gas or Gas service, biphenyls, bacteria, s, water and other in liquid or gas form is is received by the city or cause harm or
l. <u>Hazardous Substances</u> - the Receipt Point(s) and the contract Hazardous Substances at concern of the Gas, would prevent or to Natural Gas, be injurious to Cand/or safety hazard to employed contrary to applicable government.	component parts there at the restriction levels, whi unduly impact the me Company's System, wo ees, customers, and	eof shall not contain ch in the normal use crchantability of the uld present a health
m. <u>Hazardous Waste Landfill</u> will not be purchased, accept gas supplier can interconne biomethane gas supplier must on tollected from a landfill waste landfill.	ted or transported. ect with the Com demonstrate that the	Before a biomethane pany's System, the biomethane gas was
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#### PUBLIC SERVICE COMPANY OF COLORADO

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<u>S</u>	ecor	nd Revi	ised	Cancels Sheet No.	R25

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

# RULES AND REGULATIONS

#### NATURAL GAS SERVICE

STANDARDS

# GAS QUALITY SPECIFICATIONS - Cont'd

Gas Quality Liability

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

#### THERM CONVERSION

The following is a description of the methodology utilized by the Company for the purpose of converting metered volumes to Therm equivalents. The actual calculations used to convert metered volumes to Therms or Dekatherms will be accomplished in the Company's Customer Information System and will be based on the product of metered volumes times the Therm Multiplier as follows:

Therms (Th) = Metered Volumes (Ccf) x Therm Multiplier
Dekatherms (Dth) = Metered Volumes (Mcf) x Therm Multiplier

Fractional Therms will not be used. Standard rounding criteria will be applied. The Therm Multiplier is the product of three factors as follows:

Therm Multiplier =  $F_P \times F_T \times F_E$ 

Where  $F_P$  = Altitude Factor

 $F_T$  = Temperature Factor

 $F_E$  = Energy Factor

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#### PUBLIC SERVICE COMPANY OF COLORADO

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#### RULES AND REGULATIONS

# NATURAL GAS SERVICE

SERVICE LATERAL EXTENSION AND DISTRIBUTION MAIN EXTENSION POLICY

EXTENSIONS FOR A LOCAL DISTRIBUTION COMPANY CUSTOMER - Cont'd

# CUSTOMER'S REINFORCEMENTS

Any required Reinforcement other than for an LDC Customer generally recognize the Construction Cost, Construction Allowance and customer Construction Payment provisions of this Extension Policy in accordance with individual agreements between Applicant and Company based upon the amount, character and permanency of the load. distribution system reinforcement is required for serving an existing customer's gas service from Company, Company shall make such Reinforcement of the distribution system as follows: for a Residential or small Commercial customer that receives service under a rate schedule for which the Distribution Portion of the Construction Allowance is not based on the auPeak Day Quantity (MDQ), related to the customer's total load requirements, Company will make such Reinforcements at its expense. For all customers that receive service under a rate schedule for which the  $Distribution|_{\mathbb{T}}$ Portion of the Construction Allowance is based on MDQ, such reinforcement shall be a Distribution Extension where the Construction Cost shall include the Company's cost to reinforce the system, as well as the cost of new distribution facilities necessary to serve the customer's total load, less the applicable Construction Allowance amount for the added load.

For purposes of this section, all reinforcement for new Residential or Commercial development shall be considered non-residential and the developer shall be responsible for Reinforcement costs. All Reinforcements for LDC Customers shall be subject to the provisions of the Extensions for Local Distribution Company Customer section of this Extension Policy.

# COMPRESSOR STATIONS

NUMBER

In the event that the Company determines that an LDC Customer requires either a new Compressor Station owned by the Company or increased pressure at an existing Compressor Station that requires the installation of one or more additional compressor(s), such incremental Compressor Station costs attributable to the LDC Customer may be included in the Distribution Main Extension or Reinforcement.

ADVICE LETTER 949

DECISION

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

# REQUESTS FOR CUSTOMER DATA

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

# DEFINITION OF TERMS

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

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

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

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

# CUSTOMER DATA AVAILABLE TO CUSTOMERS AND THIRD PARTIES

# Customer Consent Forms Process

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

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# RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### REQUESTS FOR CUSTOMER DATA

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

Customer Consent Form Process - Cont'd

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

# Standard Customer Data Report

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

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

Frequency of Customer Data Updates and Transmittal

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

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# RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### REQUESTS FOR CUSTOMER DATA

CUSTOMER DATA AVAILABLE TO CUSTOMERS AND THIRD PARTIES- Cont'd Standard Customer Data Report - Cont'd

# Method of Transmittal

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

Timeframe for Processing Request

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

Non-Standard Batched Customer Data Report

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

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#### RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### REQUESTS FOR CUSTOMER DATA

# CUSTOMER DATA AVAILABLE TO CUSTOMERS AND THIRD PARTIES- Cont'd Non-Standard Batched Customer Data Report - Cont'd

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

# Frequency of Customer Data Updates and Transmittal

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

#### Method of Transmittal

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

# Timeframe for Processing Requests

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

#### Charge

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

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# RULES AND REGULATIONS

#### NATURAL GAS SERVICE

### REQUESTS FOR CUSTOMER DATA

#### AGGREGATED DATA REPORT

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

# Standard Aggregated Data Reports

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

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

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# RULES AND REGULATIONS

#### NATURAL GAS SERVICE

#### REOUESTS FOR CUSTOMER DATA

#### WHOLE BUILDING ENERGY USE DATA REPORT

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

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

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

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# GAS TRANSPORTATION TERMS AND CONDITIONS

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

#### GENERAL STATEMENT

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

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

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# SHIPPER, RECEIVING PARTY AND AGENT ACKNOWLEDGEMENTS

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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# GAS TRANSPORTATION TERMS AND CONDITIONS

# DEFINITION OF TERMS - Cont'd

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

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

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

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

 $\frac{\text{Contract Year}}{30,}$  or such other period as specified by Transporter in the Service Agreement.

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

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

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

Receiving	Party	tor	Shipper's	account.				
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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# DEFINITION OF TERMS - Cont'd

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

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

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

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

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

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

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

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

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DVICE LETTER 949 UMBER	Greek Ironnell	ISSUE DATE _	May 31, 2019
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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# DEFINITION OF TERMS - Cont'd

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

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

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

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

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

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

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### GAS TRANSPORTATION TERMS AND CONDITIONS

# DEFINITION OF TERMS - Cont'd

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

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

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

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

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

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

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

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

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# PUBLIC SERVICE COMPANY OF COLORADO

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# DEFINITION OF TERMS - Cont'd

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

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

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

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

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

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# DEFINITION OF TERMS - Cont'd

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

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

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

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

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

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

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

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

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GAS TRANSPORTATION	N TERMS AND CONDITIONS		
DEFINITION OF TERMS - Cont'd			
Shipper - A party who ta Transporter's System, on either a addition, an Agent, Shipper, and/or same.	firm or interruptibl	e basis.	In
Shipper's Gas - Gas for which Receiving Party.	title is held by the	Shipper o	or the
System - The pipelines, comp meters, gas processing facilities a Transporter utilized in providing Trans	nd other related facil		
<u>Transporter</u> - Public Service referred to as the Company.	Company of Colorado,	also som	etimes
Unauthorized Overrun Penalty - event a Shipper's deliveries exceed Interruptible Transportation Shipper Demand Quantity in the event of an Interruption of the event of the ev	d an OFO Tolerance Let transporting Gas abov	vel and	to an

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GAS TRANSPORTATION TERMS AND CONDITIONS

## TRANSPORTATION SERVICE OPTIONS

## Firm Transportation Service

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

## Backup Sales Service Option

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

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

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

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# GAS TRANSPORTATION TERMS AND CONDITIONS

## TRANSPORTATION SERVICE OPTIONS - Cont'd

## Backup Sales Service Option - Cont'd

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

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

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

## Interruptible Transportation Service

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## TRANSPORTATION SERVICE OPTIONS - Cont'd

## Interruptible Transportation Service - Cont'd

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

## On Peak Demand Quantity

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

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

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

## INITIATING AND AMENDING GAS TRANSPORTATION SERVICE

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

Request for Transportation Service

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

## Request for Transportation Service - Cont'd

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

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

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

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

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

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

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

# INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

## Request for Transportation Service - Cont'd

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

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

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

## Amending Transportation Service

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

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

## Amending Transportation Service - Cont'd

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

#### SECURITY FOR GAS TRANSPORTATION SERVICE

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

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

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

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

# SECURITY FOR GAS TRANSPORTATION SERVICE - Cont'd

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

## NEW OR ADDITIONAL FACILITIES

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

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

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

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## COMMUNICATION LINE INSTALLATION AND MAINTENANCE

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

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

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

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## COMMUNICATION LINE INSTALLATION AND MAINTENANCE - Cont'd

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

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

## AGENTS

A Receiving Party or Shipper may enter into an Agency Agreement by which a designated Agent will manage Gas Transportation Service on behalf

of and for the benefit of	f the Receiving Party an	d/or Sh	ipper, co	nsistent
with the requirements of t	these Gas Transportation	Terms a	nd Condit	ions and
the Agency Agreement.				
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## GAS TRANSPORTATION TERMS AND CONDITIONS

AGENTS - Cont'd

Agent Where Receiving Party Has Signed Service Agreement

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

Agent Where Receiving Party Delegates Signing of Service Agreement

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

## Agent for Multiple Receiving Parties

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

## Term of Agency and Change in Agent

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

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

AGENTS - Cont'd

Term of Agency and Change in Agent - Cont'd

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

Unless otherwise agreed by Transporter, a Receiving Party may switch its agent with four (4) business days' advance notice, with any change taking place on the first day of the next calendar month, at which time the prior Agency Agreement will be deemed terminated by Transporter. Where Receiving Party wishes to terminate an Agency Agreement in order to transition to holding its own Service Agreement or to transfer to sales service, Shipper or Receiving Party shall provide Transporter thirty (30) days' advance written notice, with such termination to be effective upon the first day of the calendar Month immediately following such thirty (30) day notice period, unless otherwise agreed by Transporter.

## Responsibilities of Agent

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

#### Agent Communications and Actions

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

Agency Liability

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

AGENTS - Cont'd

## Receiving Party Contact List

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

#### Failure to Act

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

# Transporter Right to Revoke Agency Agreement

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

#### Survival

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

#### ELECTRONIC BULLETIN BOARD

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

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

## Accuracy of EBB Information

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

## Confidential Information

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

# Continued availability of EBB

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

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GAS TRANSPORTATION TERMS AND CONDITIONS

## TRANSPORTATION OPERATING CONDITIONS INCLUDING PRESSURE

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

## Pressure at Receipt Point(s)

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

## Pressure at Delivery Point(s)

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

## Hourly Receipt and Delivery Quantities

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

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

## Open Season

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At its election, Transporter may undertake construction activities to expand its System. Transporter may, but is not required to, hold an Open Season to support such System expansion. If Transporter elects to hold an Open Season, Transporter will solicit bids (binding or non-binding). Bids accepted under an Open Season must adhere to Transporter's minimum

bid criteria, which will be provided during the Bids will be awarded to Open Season process. bidder who offers the highest economic value and who has established sufficient creditworthiness.

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## GAS OUALITY FOR GAS TRANSPORTATION SERVICE

## Prior Approval of Gas Quality Facilities

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

## Gas Quality Testing

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

## Processing and Blending

NUMBER

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

GAS QUALITY FOR GAS TRANSPORTATION SERVICE - Cont'd

## Waiver of Quality Specifications

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

## Failure to Meet Quality Specifications

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

## Gas Interchangeability

NUMBER

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## GAS QUALITY FOR GAS TRANSPORTATION SERVICE - Cont'd

#### Odorization

odorizes Natural Transporter Gas on its System to requirements of the Department of Transportation, (DOT), as stated in the Transportation of Natural and Other Gas by Pipeline, Minimum Safety 49 C.F.R. Section 192.625. Transporter responsibility for odorization of the Natural Gas after delivery to the Shipper or for Shipper's account. If Shipper or Receiving Party itself has a requirement or obligation to odorize Natural Gas, such Shipper or Receiving Party shall not rely on Transporter's odorization of the Natural Gas to meet any such requirement or obligation.

## Gas Quality Liability

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

## NOMINATION AND CONFIRMATIONS

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

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

All Nominations must include Shipper-defined begin and end dates, receipt and delivery location, if applicable, quantity adjusted for FL&U, transaction type, and other mandatory data elements included in the NAESB Standards, as well as other business-conditional or mutually agreed-upon data elements. Additionally, the upstream and/or downstream contract

information and ranking must be provided for a Nomination to be valid. Transporter shall support a seven-day-a-week, 5-cycle a day Nomination process. Transporter's EBB shall contain documentation about the Nomination process.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## NOMINATION AND CONFIRMATIONS - Cont'd

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

# Nominations and Priority of Service

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## NOMINATION AND CONFIRMATIONS - Cont'd

## Nominations and Priority of Service - Cont'd

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

## Nominations and Scheduling Procedures of Receipts and Deliveries

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## NOMINATION AND CONFIRMATIONS - Cont'd

# Nominations and Scheduling Procedures of Receipts and Deliveries

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

ADVICE LETTER 949

Stock Standards

ISSUE DATE

May 31, 2019

DECISION NUMBER REGIONAL VICE PRESIDENT, Policy Development EFFECTIVE DATE

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## NOMINATION AND CONFIRMATIONS - Cont'd

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Timely (Day Ahead):		MCT	CCT
	Nomination Deadline Confirmation	12:00 PM	1:00 PM
	Deadline	3:30 PM	4:30 PM
	Scheduled Quantities	4:00 PM	5:00 PM
		8:00 AM	9:00 AM
Evening (Day Ahead):	Start of Gas Flow	next day	next day
	Nomination Deadline Confirmation	5:00 PM	6:00 PM
	Deadline	7:30 PM	8:30 PM
	Scheduled Quantities	8:00 PM	9:00 PM
•	Start of Gas Flow	8:00 AM next day	9:00 AM next day
Intraday 1 (ID1):	State of Gas Flow	next day	next day
	Nomination Deadline Confirmation	9:00 AM	10:00 AM
	Deadline	11:30 PM	12:30 PM
	Scheduled Quantities	12:00 PM	1:00 PM
	Start of Gas Flow	1:00 PM	2:00 PM
Intraday 2:			
	Nomination Deadline Confirmation	1:30 PM	2:30 PM
	Deadline	4:00 PM	5:00 PM
	Scheduled Quantities	4:30 PM	5:30 PM
Intraday 3:	Start of Gas Flow	5:00 PM	6:00 PM
	Nomination Deadline Confirmation	6:00 PM	7:00 PM
	Deadline	8:30 PM	9:30 PM
	Scheduled Quantities	9:00 PM	10:00 PM
	Start of Gas Flow	9:00 PM	10:00 PM

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

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May 31, 2019

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## NOMINATION AND CONFIRMATIONS - Cont'd

## Capacity Allocation Procedure

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

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

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

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

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

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

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## NOMINATION AND CONFIRMATIONS - Cont'd

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

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

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

## Capacity Interruption and Priority of Service

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## NOMINATION AND CONFIRMATIONS - Cont'd

## Capacity Interruption and Priority of Service - Cont'd

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

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

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

## Confirmation

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

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

# NOMINATION AND CONFIRMATIONS - Cont'd

## Confirmation - Cont'd

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

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

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

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

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## NOMINATION AND CONFIRMATIONS - Cont'd

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

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

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

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

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

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## OPERATIONAL BALANCING AGREEMENTS (OBAS)

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

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

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

## IMBALANCE MANAGEMENT

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

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

Service Agreement. Availability may further depend on the terms of the agreement between Shipper and Transporter.

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## IMBALANCE MANAGEMENT - Cont'd

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

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

## Transporter Balancing Option

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

Shipper Daily Balancing Option

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

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## IMBALANCE MANAGEMENT - Cont'd

# Daily Imbalance Charges Under Shipper Daily Balancing Option

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

## Absolute\* Daily Balance Quantity Tolerance Levels

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

<sup>\*</sup>Absolute includes both positive and negative daily Imbalance quantities.

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

# Shipper Daily Balancing Option Imbalance Report

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

## Monthly Imbalance Resolution and Corrective Action

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## IMBALANCE MANAGEMENT - Cont'd

Monthly Imbalance Resolution and Corrective Action - Cont'd

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## IMBALANCE MANAGEMENT - Cont'd

Monthly Cashout of End-of-Month Cumulative Daily Imbalance Quantities
Unless another means of resolution of the remaining end-of-Month cumulative daily Imbalance quantities has been agreed in writing, all remaining end-of-Month cumulative daily Imbalance quantities shall be subject to the following Monthly Cashout procedures. Monthly cumulative Imbalances will not be carried forward to the next calendar Month, resulting in reduction of the end-of-Month Imbalance quantity to zero.

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

Under-delivery - SHORT			
Index Price One			
Tolerance Band	Monthly Cashout Price		
0 - 5%	Flat to Index Price One plus CIG TI Transportation Rate		
> 5 - 15%	105% of Index Price One plus CIG TI Transportation Rate		
> 15%	125% of Index Price One plus CIG TI Transportation Rate		
Over-delivery - LONG  Index Price Two			
Tolerance Band	Monthly Cashout Price		
0 - 5%	Flat to Index Price Two		
> 5 - 15%	95% of Index Price Two		
> 15%	75% of Index Price Two		

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## IMBALANCE MANAGEMENT - Cont'd

## Imbalance Due to Prior Period Adjustment

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

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

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

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## OPERATIONAL FLOW ORDER (OFO)

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

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

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

## BILLING AND PAYMENT

## Statements

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

Monthly Billing

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

#### BILLING AND PAYMENT - Cont'd

## Payment and Late Payment Charge

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

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

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

# Verification of Statements

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

## Volume Adjustments

- If, upon any test, the meter is found to be in excess of the error tolerance levels allowed under Commission Rule 4302, correction of the amount inaccurately determined shall be made pursuant to the provisions herein.
  - a. If any meter so tested is found to be running fast, Transporter shall refund to the Shipper the excess charge for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed twenty-four (24) Months.
  - b. If any meter so tested is found to be running slow, Transporter may charge for the under-billed amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed twenty-four (24) Months.

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### BILLING AND PAYMENT - Cont'd

#### Volume Adjustments - Cont'd

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

#### Billing Errors

NUMBER

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

#### BILLING AND PAYMENT - Cont'd

#### Billing Errors - Cont'd

Under this Billing Errors section:

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

### SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE

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

### Termination of Service Upon 30-Day Notice

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

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OVICE LETTER JMBER	949	 May 31, 2019	

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<u>July 1, 2019</u>

#### PUBLIC SERVICE COMPANY OF COLORADO

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

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### GAS TRANSPORTATION TERMS AND CONDITIONS

### SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

### Cause for Suspension, Termination, or Revocation

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

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

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

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#### PUBLIC SERVICE COMPANY OF COLORADO

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### GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

Effect of Agency Agreement on Termination, Suspension, Revocation

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

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

## SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

## Balancing Upon Termination of Service Agreement

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

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

#### Return to Service

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### FORCE MAJEURE

Force Majeure shall mean circumstances not within the control of the parties and which by the exercise of due diligence, the affected party is unable to overcome. Force Majeure shall include, but not be limited to acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, epidemics, riots. landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of governments and people, civil disturbances, explosions, breakage or accident to wells, machinery or lines of pipe, freezing of wells or lines of pipe and partial or entire failure of wells. The term Force Majeure shall also include: the inability or delay of a party to acquire, at reasonable cost, materials, supplies, servitudes, right of way grants, transportation agreements with parties other than Transporter, permits, licenses or permissions from any governmental agency to enable such party to fulfill its obligations hereunder.

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

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

#### SYSTEM OPERATION

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

### NOTICES

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

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

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

#### LIABILITY

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

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

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

#### WARRANTY

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

#### WAIVERS

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

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## GAS TRANSPORTATION TERMS AND CONDITIONS

### TRANSPORTATION AGREEMENTS

Form of Request for Gas Transportation Service

<b>// Xcel</b> Energy*	For PSCo Use Only: Contract #:		
PUBLIC SERVICE COMPANY	New Meter Required:		
		*	
	EQUEST FOR TATION SERVICE		
	IIIIONOLINICL		
Date:Shipper:*			
Mailing &			_
Notice Address:			
Notice Email:			_
Billing Address:			_
Billing Email:			<del></del> -
Contact Name:	State of Incorporation:		
Phone:			
Email:			
Emergency Contacts: For pas flow			
During 1	and other communications. Three preferred Phone 1		
Business Hours 2	2		
.3	3		<del></del> 2
After 1 Business Hours 2	<u>1</u>		<del></del>
3	3		
* If Shipper is different from Receiving Party, then Shipper must inclu	ude ussitten ambarination from Beceiving Parm:	to act on the behalf	
Receiving Party:* Mailing Address:			— <sub>0</sub> ;
Contact Name:			
Phone:	Email:		_
Receiving Party Customer Service:			
Existing (circle Prior (and prior service type) or New):	Requested Service (circle one):		
Prior (Contract #:) New Facility	AMAZON SANTANIA NASANI	2011	
Interruptible Sales Interruptible Transport Firm Sales Firm Transport	Interruptible Transport Firm Firm Transport & Backup Sales Serv	Transport	
* Attack list showing the required information for each Receiving Par	PEL	45	
If converting from sales to transport, Electronic Meter Inst For daily balancing, Shipper selects (check one): Transpor			
- vo man, vamating, varppit states (tures one). Italispor	Jumper Dany	Tarantage Ohio	
INTERRUPTIBLE SERVICE	Annual	MDQ	On Peak
Receiving Party* & Facility Address	Quantity (Dth)		Demand Qt
TIDLE CONTRACT	1 43	) mo	†
FIRM SERVICE Receiving Party* & Facility Address	Annual Quantity (Dth)	MDQ	1
			1
		-	-
BACKUP RESERVATION QUANTITY:			
	h.		

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## PUBLIC SERVICE COMPANY OF COLORADO

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION AGREEMENTS

Form of Request for Gas Transportation Service Cont'd

GAS T	PANY ORM OF REQUEST FOR RANSPORTATION SERVICE		
Requested Date of Serv Requested Date of Serv			
Nominating			
Agent: Mailing Address: Contact Name: Emergency Contacts During: Business Hours:			
Mailing Address:			
Contact Name:	Phone:		
E	Email:		
Emergency Contacts During:			
	Phone:		
After Hours:	Phone:		
Billing			
Agent:			
Mailing Address:			
Contact Name:			
Billing Agent:  Mailing Address:  Contact Name: Phone:	Email:		
Submitted By			
(Signature):*			
Printed Name:			
Title:			
Date:			
* Must be signed by an authorized repres	rentative		
22	PSCo Use Only		
Printed Name:  Title: Date:  * Must be signed by an authorized representation  Approved: Date: Name: Title: Transport Rep:	Date:		
Approved:	Agency Designation Received:		
Date:	Mark Brown Combant		
Name:			
Title:	Imbalance transfer letter submitted with request (y/n)		
Transport Rep:			

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## PUBLIC SERVICE COMPANY OF COLORADO

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#### GAS TRANSPORTATION TERMS AND CONDITIONS

### TRANSPORTATION AGREEMENTS

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

TO GAS TRANSPOR	DMENT/CHANGE NOTIFICATION FATION SERVICE AGREEMENT
Date:	Contract#
Shipper:*	
Mailing &	
Notice Address:	
Notice Email:	
Billing Address	
Billing Email:	
Contact Name:	State of Incorporation:
Phone:	
Email:	
Emergency Contacts: For say flow on	f other communications. Three preferred.
During business hours call 1	Phone 1
2	2
3	3
After business hours call 1	1
2	2
3	actude written authorization from Receiving Party to act on its behalf.
Receiving Party:* Mailing Address: Contact Name:	
Phone:	
Receiving Party Customer Type:	
Existing Contract #: Circle one:	Requested (circle one):
Interruptible Sales Firm Sales Firm Transpor	
Interruptible Transport	Firm Transport & Backup Sales Service Option
Firm Transport & Backup Sales Service Option	
* Attack list showing the required information for each Receiving	Party.
	astallation form(s) provided by (check one): PSCoShipper
	orter Balancing Option Shipper Daily Balancing Option
INTERRUPTIBLE SERVICE	Annual MDQ On Pe
Receiving Party* & Facility Address	Quantity (Dth) Demand
FIRM SERVICE	Annual MDQ
FIRM SERVICE Receiving Party* & Facility Address	Annual MDQ Quantity (Dth)

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## PUBLIC SERVICE COMPANY OF COLORADO

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## TRANSPORTATION AGREEMENTS

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

Xcel Energy*     PUBLIC SERVICE COMPANY     REQUEST FOR A	AMENDMENT/CHANGE NOTIFICATION
	SPORTATION SERVICE AGREEMENT
Anticipated Date of Service to Co Anticipated Date of Service to T	
Nominating	
Mailing Address:	
Contact Name:	Phone:
-	Email:
Energency Contacts During:	
Business Hours:	Phone:
After Hours:	Phone:
Billing Agent:	
Contact Name:	
Phone:	Email:
Submitted By	
(Signature):*	
Printed Name:	
Title:	
Date:	
* Must be signed by an authorized representative	e
	PSCo Use Only
Approval Of This Request Will A	amend Shipper's Gas Transportation Service Agreement
Approved:	Date
Name:	Agency Designation Keceived:
Title:	Meter Kequest Completed:
Date:	
Transport Rep:	Imbalance transfer letter submitted with request (y/n): Credit/Security Required:

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May 31, 2019

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Fourth Revised

## PUBLIC SERVICE COMPANY OF COLORADO

Sheet No. P.O. Box 840 Cancels Denver, CO 80201-0840 Sub. Third Revised T60 Sheet No. -Document No. FIRM GAS TRANSPORTATION SERVICE AGREEMENT THIS SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into as of , 20 , by and between Public Service of Colorado ("Transporter"), a Colorado corporation ("Shipper"), a corporation. Transporter and Shipper are collectively referred to as the "Parties." parties agree that Transporter will receive and transport The Shipper's Gas from the Receipt Point(s) and/or Receipt Pools to the Delivery Point(s), as specified in writing between the parties, on a firm capacity basis. In addition, if applicable, Transporter will provide Backup Sales Service in accordance with its Gas tariff. The specified Receipt Points and/or Receipt Pools and Delivery Points may be amended from time to time by the parties. Such amendments will be specified in writing or on Transporter's EBB, and shall be incorporated by reference into this Service Agreement. For daily balancing, Shipper selects (select one): Transporter Balancing Option Shipper Daily Balancing Option Shipper acknowledges and agrees that Firm Gas Transportation Service provided hereunder, as well as any Backup Sales Service, is subject to the rates, charges, terms, and conditions of Transporter's applicable Gas tariff on file and in effect with the Public Utilities Commission of the State of Colorado ("Commission"), and such rates, charges, terms, conditions are incorporated herein as part of this Service Agreement. This Agreement, and all its rates, charges, terms and conditions as set out in this Agreement and as set out in the Gas tariff provisions which are incorporated into this Agreement by reference, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore. In the event that any party to this Agreement requests the Commission to take any action which could cause a modification in the conditions of this agreement, the party shall provide written notice to the other parties at the time of filing the request with the Commission. ADVICE LETTER 949 May 31, 2019 ISSUE NUMBER DATE DECISION REGIONAL VICE PRESIDENT. **EFFECTIVE** July 1, 2019 NUMBER Policy Development DATE

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#### COLO. PUC No. 6 Gas

Fourth Revised Sheet No. T61

## PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840 Denver, CO 80201-0840	Sub. Third	Revised	Cancels Sheet No.	T61
If the end-use customenomination, gas purchases, provide Transporter with an A Gas tariff.	and balancing, t	he end-use	customer	shall
Service hereunder shall unless otherwise mutually agr term of at least one (1) y 30, [YEAR], and then from accordance with Transporter's	eed in writing, shear through the ( year to year the	Contract Ye	ar ending	rimary April
This Service Agreement s Effective Date of this Service amendments thereto:				
Document No	-			
Dated:between		and Transp	orter.	
	1 1			
ADVICE LETTER 949 NUMBER	Strolle Ironnis	ISSUE DATE	May 31, 20	)19
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		Documen	t No		
Any exhibits and/or at Transporter's EBB, are is Agreement.					
This Service Agreement without the prior written on the not be unreasonably withhelp	consent of t				
The individual signin represents and warrants that bind Shipper to this Servi- harmless Transporter from a	t she or he p ce Agreement	possesses t , and agre	he requis es to in	site author demnify an	rity to
IN WITNESS WHEREOF, Transportation Service Agr written.					
Document #					:
TRANSPORTER: PUBLIC SERVICE COMPANY OF COLORADO		SHIPPER:			
Ву		Ву			
(print name)		(print	name)		
Title		Title			
Date		Date			
			***************************************		
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PUBLIC SERVICE COMPANY OF COLORADO	Original	Sheet No T63
P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No.
	Effect	Document # cive Date Of Agreement
	Eff∈	ective Date Of Exhibit
ЕХН	IBIT	
TO THE FIRM GAS	TRANSPORTATION SERVICE BETWEEN	AGREEMENT
	(Shipper	·)
PUBLIC SERVICE CO	OMPANY OF COLORADO (Tra	ansporter)
1. PRIMARY RECEIPT(S)		
Primary Receipt Point or Primary Receipt Pool	Receipt Quantity (excluding FL	
2. SECONDARY RECEIPT(S) (if appl	icable)	
Secondary Receipt Point o Secondary Receipt Pool	r Receipt Quantity (excluding FL	
	1 1 1 m	
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## PUBLIC SERVICE COMPANY OF COLORADO

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. DELIVERY POINT(S	3)						
Receiving Party & Service Address	Load Point	Receipt Pool	MDQ (Dth)	Rate Schedule	Rate	Specific Facility Chg.	Term of Rate
otal Firm Gas Tran			.ce MDQ:	: Dt	:h/Day.		
BACKUP SALES SER		<del></del>	£			D+b /D-	
her Backup Reservat					<b>:</b>	DIN/Da	ау.
ansporter's EBB.							
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	Docume	nt No.
INTERRUPTIBLE	E GAS TRANSPORTATION SERVICE	E AGREEMENT
and entered into as of	("Transporter"), a Colora acorporation	and between Public ado corporation, and
Shipper's Gas from the Re specified in writing between	the parties, on an interruilable for transportation ansporter will provide On	livery Point(s), as uptible basis as long of such gas. In
The specified Receipt time to time by the parties. or on Transporter's EBB, and Service Agreement.		specified in writing
For daily balancing, Sh	ipper selects (select one):	
Transporter Balanc	ing Option	
Shipper Daily Bala	ncing Option	
Shipper acknowledges ar Service provided hereunder, is subject to the rates, chapplicable Gas tariff on f Commission of the State of Charges, terms, and condition Service Agreement.	narges, terms, and condition ile and in effect with t of Colorado ("Commission")	and Quantity Service, ons of Transporter's the Public Utilities o, and such rates,
This Agreement, and all set out in this Agreement and are incorporated into this subject to modification by o and a finding of good cause Agreement requests the Commimodification in the condition written notice to the other the Commission.	Agreement by reference, she rder of the Commission upon the event the sision to take any action ons of this agreement, the	riff provisions which all at all times be n notice and hearing at any party to this which could cause a party shall provide
ADVICE LETTER NUMBER 949	Simu Sumus Assue	<u>May 31, 2019</u>
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Sheet No.

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nomination, gas purcha	customer uses a marketi ases, and balancing, the h an Agency Agreement, as	end-use customer shall
term of one (1) year,	shall begin on ly agreed in writing, sha , and then from year to with Transporter's Gas ta	year thereafter unless
This Service Agree Effective Date of this amendments thereto:	ement supersedes, cancels Service Agreement, the fol	and terminates, as of the lowing agreements and any
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		ument No.
Document No	,	
Dated:between	and 5	Transporter.
Any exhibits and/or adde Transporter's EBB, are inco Agreement.		
This Service Agreement swithout the prior written cornot be unreasonably withheld.	shall not be assigned by sent of the other party	either party hereto, , which consent shall
The individual signing represents and warrants that sbind Shipper to this Service harmless Transporter from any	she or he possesses the r Agreement, and agrees t	equisite authority to to indemnify and hold
IN WITNESS WHEREOF, the Transportation Service Agreements written.		
Document #		
TRANSPORTER: PUBLIC SERVICE COMPANY OF COLORADO	SHIPPER:	
Ву	Ву	
(print name)	(print nam	e)
Title	Title	·
Date	Date	
DVICE LETTER 949	State & Margaret Dissi	
ECISION UMBER	REGIONAL VICE PRESIDENT, EFF Policy Development DAT	ECTIVE July 1, 2019

	<b>PUBLIC SERVICE</b>	<b>COMPANY</b>	OF COL	ORADO
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	EXH				-	
TO THE INTER	RRUPTIBLI	E GAS TI			VICE AGREEM	ENT
			AND (S			
PUBLIC RECEIPT POINT(S)	SERVICE	COMPANY	OF COLORA	DO (Tra	insporter)	
Receipt Point			ntity Dth/ ing FL&U)	Day		
DELIVERY POINT(S)						
Receiving Party & Service Address	Load Point	MDQ (Dth)	On Peak Demand Qty. (Dth)	Rate	Specific Facility Chg.	Term of Rate
tal Interruptible Gas	s Transpo	ortation	n Service M	1DQ:	Dth/Da	a v
						-
		1. 11	<del>1 11</del>	- AI		
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## COLO. PUC No. 6 Gas

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	1, ,, 1,,1		
3. ON PEAK DEMAND QUANTITY SERVICE	OPTION		
Total On Peak Demand Quantity as of		•	Dth/Day.
4. This Exhibit shall be deemed Exhibit or written Requests for Amen approved by Transporter. Amendment Transporter's EBB.	dment to the Serv	vice Agreemen	it that are
OVICE LETTER 949	Is branch I is	SUE May 3	1, 2019
ECISION REGIONA	L VICE PRESIDENT, EF	FECTIVE T	, 2019
JMBER Police	cy Development DA	ATE JULY I	., 4010

P.O. Box 840

#### COLO. PUC No. 6 Gas

C.

## PUBLIC SERVICE COMPANY OF COLORADO

	Original	Sheet NoT / U Cancels	
0840		Sheet No	

# Denver, CO 80201-0 AGENCY AGREEMENT FOR PUBLIC SERVICE COMPANY OF COLORADO GAS TRANSPORTATION SERVICE (FOR USE WHEN AGENT HAS EXECUTED SERVICE AGREEMENT) The undersigned, by and on behalf of (Receiving Party), having a mailing address of , hereby designates (Shipper), having a mailing address , as its agent, with authority to act on its behalf in obtaining and managing Gas Transportation Service provided by Public Service Company of Colorado (Transporter), as specified below, for the transportation of Natural Gas supplies from Transporter's Receipt Points or, if applicable, Receipt Pools, to Receiving Party at the following Delivery Point(s): Receiving Party authorizes Shipper to act on its behalf in managing gas transportation on Transporter's System, including, but not limited to, contracting for Gas Transportation Service provided by Transporter, approving, installing, and maintaining communications lines associated equipment for Gas Transportation Service; arranging for the delivery of Gas quantities to Transporter's Receipt Point(s)/Pools for Receiving Party including submitting all Nominations therefore, managing Gas transportation Imbalances incurred on behalf of Receiving Party, receiving invoices from Transporter, and paying all applicable charges for Gas Transportation Service provided by Transporter to Receiving Party at the above Delivery Point(s), including, but not limited to, any charges for Imbalance cashouts or any natural gas sold by Transporter consistent with Transporter's Gas tariff. Receiving Party represents and warrants that it has not entered into a Gas Transportation Service Agreement (Service Agreement) with Transporter for deliveries to the above Delivery Point(s), but instead is hereby designating Shipper to enter into such agreement with Transporter for that purpose on its behalf.

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Shirida Sassausiii REGIONAL VICE PRESIDENT.

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DATE July 1, 2019

## DUDLIC SEDVICE COMPANY OF COLORADO

.O. Box 840		Sheet No	T71
enver, CO 80201-0840		Cancels Sheet No.	
Shipper and Receiving Party aclaransporter is for the benefit of Ransporter is for the benefit of Ransporter are subject to the Transporter of Party fails to make time Transporter, or otherwise is in Transporter's Gas tariff, this A Transporter and all service provide termination in accordance with Transporter and all service with Transporter and all service with Transporter of termination of service make payment, Receiving Party shall regardless of whether Receiving Party shall regardless of whether Receiving Party shall be jointly and severally Transporter for all services provided	Receiving Party. Receiving Party. Receiving Party. Receiver's Gas tariff, as sporter. In the event dely payment for served default under the gency Agreement may ed shall be subject transporter's Gas tarificates as a result of Shippent has made payment to lete payment. Shippent liable for all payment	tiving Part and other to that Shipp ice provision be revoke o suspension of the susp	y and cariff per or ed by s of ed by on or such are to cyice, until
Shipper shall nominate to Transfor each of the Delivery Point(s) spass to meet Receiving Party's daily and all Gas transportation Imbalance. Gas tariff on file and in effect facts that the shipper authorizes personnel from nominations for this purpose.	pecified above, and oth volume requirements and s in accordance with the rom time to time with	nerwise sch d to resolv ne Transpor the Commis	nedule re any rter's ssion.
If Receiving Party provides Tagreement covering the same Delive deemed terminated and will no longer	ry Point(s), this Agr	reement wil	
All obligations of Shipper and espect to Gas Transportation Service termination of this Agency Agreement.	e provided by Transporte		
		tive as terminate	of ed in

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

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P.O. Box 840 Denver, CO 80201-0840		Cancels Sheet No.
Each individual signing Party and Shipper represents requisite authority to bind and agrees to indemnify and such authority did not exist.	s and warrants that Receiving Party or Sh	ipper to this Agreement,
This Agency Agreeme	nt is made and , 20	entered into this
SIGNED:		
(Receiving Party)	(Shi	pper)
(print name)	(print	name)
Title:	Title:	
Date:	Date:	
		7-9
DVICE LETTER 949	Birrie Iranus	ISSUE May 31, 2019
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PUBLIC SERVICE COMPANY OF COLORADO		TT 0
P.O. Box 840 Denver, CO 80201-0840	Original	Sheet No. T73  Cancels Sheet No.
,		Silect No.
FOR PUBLIC SERVICE	Y AGREEMENT CE COMPANY OF COLORADO ORTATION SERVICE Y HAS EXECUTED SERVICE A	GREEMENT)
The undersigned, by	and on k	pehalf of g a mailing
address of		, hereby
designates	(Agent), ha	ving a mailing
address of its agent, with full authority to ac	h 'h - h - h - h - c '	, as
of Shipper's responsibilities, as Transportation Service Agreement date Service Company of Colorado (Tran (Service Agreement), provoupplies by Transporter from Transporter from Transporter (Service warrants to Agent and Transporter to Agreement, Shipper is and shall remato receive physical deliveries of garagement.	specified below, used, by and sporter) and Shipper, iding for the transporter's Receipt Points to Agreement. Shipper rehat, during the term of in the only end-use cus	nder the Gas between Public Document No. tation of gas the Delivery epresents and f this Agency tomer eligible
As of the effective date set for in the following manner, to act of transportation Service provided by Transportation	on Shipper's behalf in	managing Gas
Access to Load Data. Shipper a for Agent to carry out its responsi access to daily transportation quanti and Delivery Point(s) specified in thereto). In addition, Agent sh Transporter information pertaining utilization at the Delivery Point(s)	bilities hereunder, Age ties for all Receipt Po the Service Agreement all be authorized to to Shipper's historical	<pre>int shall have int(s)/Pool(s) (or amendments    obtain from l natural gas</pre>
Nomination and Scheduling. Age Transporter, on Shipper's behalf for in the Service Agreement, and other daily volume requirements and to reimbalances under the Service Agreement Gas tariff on file and in effect fr Agent authorizes personnel from nominations for this purpose.	each of the Delivery Poing wise schedule Gas to me solve any and all gas t in accordance with the om time to time with the	nt(s)specified neet Shipper's transportation Transporter's

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**EFFECTIVE** DATE

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arrangements to resume	of this Agency Agreement, the nominations to ensure appropriunder the Service Agreement.		
	Agent shall effectuate and carr Balancing Option or Shipper Dail ce Agreement.		
and pay, and Agent her setting forth all ap	Payment. Shipper hereby authoriz reby agrees to pay, Transporter' plicable charges for Gas Tran e Service Agreement and Transport	s regular inv	voices ervice
Authorized by Shipper:	Accepted by Shipper's Agent:	MARKET TO THE PARK THE PARK TO THE PARK	
	act for Shipper in performing the long as this Agency Agreement rem		
tariff obligations or as authorized for Billing for service provided by provisions of Transported Transporter and the Ship or termination in according	ubject to the Transporter's Gas to greements with Transporter. In the second and Payment, and Shipper fail of Transporter, or otherwise is in conter's tariff, this Agency Agreement pper Service Agreement shall be sufficient with Transporter's tariff. So werally liable for all payments devices provided.	he event that to make timely default under t may be revok ubject to susp Shipper and Ag	Agent, paymenthe ed by ension
covering the same De	des Transporter with a subsequen livery Point(s), this Agreemen longer be honored by Transporter.		
	f Agent and Shipper to Transport ervice provided by Transport ncy Agreement.		ct to irvive
This Agency accordance with the Tran	, and shall continue un	fective as til terminate	of ed in
	A n m		
ADVICE LETTER 949 NUMBER	_ Signa Signal ISSUE DATE	May 31, 2019	9
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\_\_\_\_\_ Sheet No. \_\_\_\_ T75

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Shipper represents and wa authority to bind Shipper	ning this Agency Agreement on behalf of the rrants that he or she possesses the requisite to this Agreement, and agrees to indemnify and from any claim that such authority did not exist.
This Agency Agree day of	ement is made and entered into this, 20
SIGNED:	
(Shipper)	(Agent)
(print name)	(print name)
Title:	
Date:	Date:
NDVICE LETTER JUMBER 949	
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