

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

2006 OCT -2 01 00:01

RE: THE INVESTIGATION AND)
SUSPENSION OF TARIFF SHEETS FILED BY)
PUBLIC SERVICE COMPANY OF)
COLOARDO FOR ADVICE LETTER NO. 680 -)
GAS)

Docket No. 06S-415G

STIPULATION AND SETTLEMENT AGREEMENT

I. INTRODUCTION

Public Service Company of Colorado ("Public Service" or "the Company"), the Staff of the Colorado Public Utilities Commission ("Staff") and the Colorado Office of Consumer Counsel ("OCC") , (collectively referred to as the "Parties") hereby enter into this Stipulation and Settlement Agreement ("Stipulation") resolving all issues that have been raised or could have been raised in Docket No. 06A-415G (the "Deposit Policy proceedings"). This Stipulation sets forth all the terms and conditions of such settlement.

The Parties to this Stipulation state that the results of the compromises reflected herein are a just and reasonable resolution of the issues that have been raised in the Deposit Policy proceedings, and that reaching agreement as set forth herein by means of a negotiated settlement is in the public interest. Each Party hereto pledges its support of this Stipulation and states that each will defend the settlement reached. The Parties respectfully request that the Public Utilities Commission of the State of Colorado ("Commission" or "CPUC") approve this Stipulation.

Exh. No. PSCO 2
Appl. No. 06S-415G
06S-416E
Witness VALASQUEZ
Date 11-14-06

II. BACKGROUND

On June 30, 2006, Public Service filed Advice Letter No.680-Gas to revise the Company's P.U.C. No. 6 – Gas tariff to clarify its credit scoring policy, redefine its deposit requirements, and limit the amount a Guarantor can guarantee on a customer's bill to comply with the Commission's new rules, specifically, Rules 4403(c), (d), (f) and (o)(IV) (the "Advice Letter") with the Commission. The Staff filed its Notice of Intervention and Request for hearing on August 9, 2006. The OCC filed its Notice of Intervention of Right and Entry of Appearance of Counsel on August 11, 2006. Subsequently, in Decision No. C06-0865, the ALJ entered a procedural schedule setting the matter for hearing commencing on November 16, 2006.

III. TERMS OF SETTLEMENT

The Company, Staff and the OCC have engaged in broad discussions regarding the issues raised in Deposit Policy proceedings. These discussions have focused on resolving the Parties' concerns as raised in these proceedings in a constructive manner consistent with the public interest and with the objective of arriving at a result that will best serve the customers' interests in receiving reliable electric service. Staff and the OCC's agreement to the Application as set forth below, is predicated in part on this understanding as well as the other provisions of the Stipulation.

Public Service, Staff and the OCC hereby stipulate and agree as follows:

1. The Parties agree that approval of the revised proposed tariff, as conditioned herein and attached hereto, is in the public's interest and necessary to the public's convenience.

2. Public Service shall provide the Commission, Staff and the OCC on an ~~annual~~ ^{Quarterly} basis, for a one-year period, documentation that would support Public Service's cut-off level for scoring customer's credit for the purpose of requiring deposits. ~~The annual report~~ ^{Quarterly Reports} would include the following information:

Total number of new applicants/customers (for whom a credit score is acquired)
Total number of new applicants from whom a deposit is required
Total number of new applicants with AERM credit scores ranging from 0-599
Total number of new applicants with AERM credit scores ranging from 600-649
Total number of new applicants with AERM credit scores ranging from 650-699
Total number of new applicants with AERM credit scores ranging from 700-749
Total number of new applicants with AERM credit scores ranging from 750-999
Total number of disconnections in the each of he twelve months for each credit score range listed above; total amount of charge-offs/bad debt in the previous twelve months for each credit score range listed above; and, average deposit size. The reporting period would begin at a future date, to be agreed upon by the parties, sufficient to allow Public Service to accomplish the computer programming and other administrative tasks necessary to enable it to compile this information. Public Service would also provide the Equifax monthly reports for the same twelve-month period and for an additional two years.

4th Party
After the ~~annual~~ report is prepared, the Parties will meet to discuss the results, the appropriateness of the credit score and whether further annual reports are needed. Even though it is unlikely that Equifax will change its credit scoring model, Public Service will inform the Parties of any changes to the model by Equifax.

IV. GENERAL PROVISIONS

Public Service, Staff and the OCC agree to submit this Stipulation to the Commission for approval at the earliest opportunity. The Parties shall join in a motion that requests the Commission to approve this Stipulation and, if necessary, to testify at a hearing in support of this Stipulation.

This Stipulation is a negotiated compromise of issues raised in the Deposit Policy proceedings. Nothing contained herein shall be deemed to constitute an admission or an acceptance by any party of any fact, principle, or position contained herein. Notwithstanding the foregoing, the Parties, by signing this Stipulation and by joining the motion to approve the Stipulation filed with the Commission, acknowledge that they pledge support for Commission approval and subsequent implementation of these provisions.

This Stipulation shall not become effective until the issuance of a final Commission Order approving the Stipulation, which Order does not contain any modification of its terms and conditions that is unacceptable to either of the Parties. In the event the Commission modifies this Stipulation in a manner unacceptable to any Party, that Party shall have the right to withdraw from this Stipulation and proceed to hearing on the issues that may be appropriately raised

by that Party in Docket No. 06A-415G. The withdrawing Party shall notify the Commission and the other Parties to this Stipulation by e-mail within three business days of the Commission modification that the Party is withdrawing from the Stipulation and that the Party is ready to proceed to hearing; the e-mail notice shall designate the precise issue or issues on which the Party desires to proceed to hearing (the "Hearing Notice").

The withdrawal of a Party shall not automatically terminate this Stipulation as to the withdrawing Party or any other Party. However, within three business days of the date of the Hearing Notice from the first withdrawing Party, the Parties shall confer to arrive at a comprehensive list of issues that shall proceed to hearing and a list of issues that remain settled as a result of the first Party's withdrawal from this Stipulation. Within five business days of the date of the Hearing Notice, the Parties shall file with the Commission a formal notice containing the list of issues that shall proceed to hearing and the list of issues that remain settled. The Parties who proceed to hearing shall have and be entitled to exercise all rights with respect to the issues that are heard that they would have had in the absence of this Stipulation. Hearing shall be scheduled on all of the issues designated in the formal notice filed with the Commission as soon as practicable.

In the event that this Stipulation is not approved, or is approved with conditions that are unacceptable to any Party who subsequently withdraws, the negotiations or discussions undertaken in conjunction with the Stipulation shall

not be admissible into evidence in this or any other proceeding, except as may be necessary in any proceeding to enforce this Stipulation.

Approval by the Commission of this Stipulation shall constitute a determination that the Stipulation represents a just, equitable and reasonable resolution of all issues that were or could have been contested among the Parties in the above-captioned proceedings. The Parties state that reaching Stipulation in this docket by means of a negotiated settlement is in the public interest and that the results of the compromises and settlements reflected by this Stipulation are just, reasonable and in the public interest.

All Parties to this Stipulation have had the opportunity to participate in the drafting of this Stipulation. There shall be no legal presumption that any specific Party was the drafter of this Stipulation.

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

Dated this 29th day of September 2006.

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

Second Revised _____ Sheet No. S3
First Revised _____ Cancels _____
Sheet No. S3

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

RESIDENTIAL DEPOSITS AND REFUNDS

Existing residential customers shall not be required to place a deposit with the Company. For this purpose an existing customer shall include customers who change location if service is initiated at a new location within two weeks of termination of service at the old location and customer advises the Company prior to termination at the old location of intent to take service at the new location. Discontinuance of service for nonpayment of past due bills shall not change an existing customer's status. Applicants for residential service who are divorced or widowed and whose former spouse met the above requirements shall not have to place a deposit with the Company. Applicants for residential service who are divorced or widowed and whose former spouse had a satisfactory credit record with the Company in accordance with (3) below shall be deemed to have a satisfactory credit record with the Company themselves and shall not be required to make a deposit.

Applicants for residential service, including former customers who have had a discontinuity in service greater than two weeks shall be subject to the following deposit considerations;

- (1) Applicants whose credit record is satisfactory in accordance with (3) below shall not be required to make any deposit whatsoever.
- (2) Applicants whose credit record is not satisfactory in accordance with (3) below shall be required to make a customer deposit of an estimated sixty (60) days' bill for service. Applicants may elect to pay the deposit amount in up to three consecutive monthly installments with one-half of the total deposit amount due as the first installment.
- (3) Applicant's credit record shall be determined as satisfactory as follows:

An applicant shall be considered as having a satisfactory credit record after the Company has received a credit score from Equifax reflecting a credit score of 750 - 999 for the applicant. Equifax uses an Advanced Energy Risk Model that is utility-specific and that reflects short term obligations. ~~This validation model is set by the Mid Western utility industry, which predicts delinquency risks within the a next~~ twelve (12) months window. The score sets are:

0	-	749	Deposit required
750	-	999	No Deposit required

The Company shall require a cash deposit if the Credit score does not meet 750 or higher as determined by the Advanced Energy Risk Model.

ADVICE LETTER
NUMBER

680

ISSUE
DATE

June 30, 2006

DECISION
NUMBERVICE PRESIDENT,
Policy DevelopmentEFFECTIVE
DATE

July 31, 2006

P.O. Box 840
Denver, CO 80201-0840~~Thirteenth Revised~~Sheet No. S4~~Twelfth Revised~~Cancels
Sheet No. S4

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

RESIDENTIAL DEPOSITS AND REFUNDS - Cont'd

The Company shall not assess a deposit from applicant if an applicant has a satisfactory payment record where said previous service was provided for a continuous period of at least twelve (12) months and applicant's service was not discontinued for delinquent payment during the last twelve (12) months of said service and applicant received no more than two Notices of Discontinuance during the last twelve (12) months of said service. Service must have ended no earlier than 60 days prior to date of application of service.

- (4) In lieu of deposits required under (2) above, an existing customer of the Company who has established a satisfactory credit rating with the Company in accordance with (3) above may become a guarantor for an applicant by signing a written guarantee of payment agreement. Signing of this agreement guarantees payment of service to be rendered to the applicant up to the amount of deposit that would have been required by customer, and shall make the guarantor's service subject to discontinuance in event the guaranteed bills are not satisfactorily paid.

- (5) Deposits shall be refunded after a twelve month period if no delinquency resulting in a written notification of disconnection to customer has occurred. Thereafter, review will be made monthly or upon customer request to determine if customer is eligible for refund. Refunds will otherwise be made only at such time as service is discontinued at customer's request and all outstanding bills have been paid. Interest at the rate of 3.16 percent per annum shall be paid during the period January 1, 2006 through December 31, 2006 on customer deposits. Interest will be paid upon refund of the deposit or annually upon request of a customer. 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. Whenever the interest rate is changed, deposits held by the Company shall earn interest at the new rate for the portion of time the deposit is held beyond the effective date of the interest rate change.

- (6) If any required deposit remains unpaid thirty (30) days following the due date of the bill on which it first appeared, the customer's service shall be subject to discontinuance on ten (10) days' notice.

ADVICE LETTER
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Denver, CO 80201-0840~~Sixth Revised~~

Sheet No. S10

~~Fifth Revised~~Cancels
Sheet No. S10

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

These General Terms and Conditions apply to commercial service in all territory served by the Company. For purpose of this section, all customers receiving service under the Commercial General rate schedule are small commercial and agricultural service customers.

DEFINITION

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

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

CLASSIFICATION OF SERVICE

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

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

SPECIAL RULESLimitation on New or Additional Loads

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

COMMERCIAL DEPOSITS AND REFUNDS

Existing commercial customers shall not be required to place a deposit with the Company. For this purpose an existing customer shall include customers who change location if service is initiated at a new location within two weeks of termination of service at the old location and customer advises the Company prior to termination at the old location of intent to take service at the new location. Discontinuance of service for nonpayment of past due bills shall not change an existing customer's status.

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NUMBERVICE PRESIDENT,
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DATE June 30, 2006EFFECTIVE
DATE July 31, 2006

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Denver, CO 80201-0840~~Second Revised~~Sheet No. S11~~First Revised~~Cancels
Sheet No. S11

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

COMMERCIAL DEPOSITS AND REFUNDS - Cont'd

Applicants for commercial service, including former customers who have had a discontinuity in service greater than two weeks shall be subject to the following deposit considerations;

- (1) Applicants whose credit record is satisfactory in accordance with (3) below shall not be required to make any deposit whatsoever.
- (2) Applicants whose credit record is not satisfactory in accordance with (3) below shall be required to make a customer deposit of an estimated sixty (60) days' bill for service. Applicants may elect to pay the deposit amount in up to three consecutive monthly installments with one-half of the total deposit amount due as the first installment.
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ADVICE LETTER
NUMBER680DECISION
NUMBERVICE PRESIDENT,
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P.O. Box 840
Denver, CO 80201-0840

Third Revised

Sheet No. S12

Second Revised

Cancels
Sheet No. S12

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

COMMERCIAL DEPOSITS AND REFUNDS - Cont'd

The Company shall not assess a deposit from applicant if an applicant has a satisfactory payment record where said previous service was provided for a continuous period of at least twelve (12) months and applicant's service was not discontinued for delinquent payment during the last twelve (12) months of said service and applicant received no more than two Notices of Discontinuance during the last twelve (12) months of said service. Service must have ended no earlier than 60 days prior to date of application of service.

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- (5) Deposits shall be refunded after a twelve month period if no delinquency resulting in a written notification of disconnection to customer has occurred. Thereafter, review will be made monthly or upon customer request to determine if customer is eligible for refund. Refunds will otherwise be made only at such time as service is discontinued at customer's request and all outstanding bills have been paid. Interest at the rate of 3.16 percent per annum shall be paid during the period January 1, 2006 through December 31, 2006 on customer deposits. Interest will be paid upon refund of the deposit or annually upon request of a customer. 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. Whenever the interest rate is changed, deposits held by the Company shall earn interest at the new rate for the portion of time the deposit is held beyond the effective date of the interest rate change.
- (6) If any required deposit remains unpaid thirty (30) days following the due date of the bill on which it first appeared, the customer's service shall be subject to discontinuance on ten (10) days' notice.

ADVICE LETTER
NUMBER

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DECISION
NUMBERVICE PRESIDENT,
Policy DevelopmentISSUE
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June 30, 2006

EFFECTIVE
DATE

July 31, 2006

P.O. Box 840
Denver, CO 80201-0840~~Thirteenth Revised~~Sheet No. S13~~Twelfth Revised~~Cancels
Sheet No. S13

GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

COMMERCIAL DEPOSITS AND REFUNDS - Cont'd

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

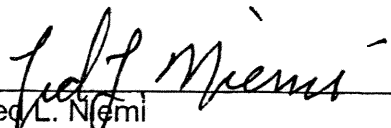
DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST - COMMERCIAL

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

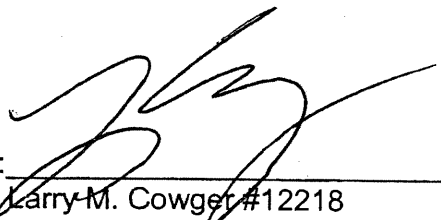
Where notice to discontinue service is not provided by the customer, the customer will be liable for payment of service until such time the Company is made aware of the discontinuance and can render a final reading of the meter. Notice by a customer to discontinue service will not relieve the customer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

ADVICE LETTER
NUMBER 680DECISION
NUMBERVICE PRESIDENT,
Policy DevelopmentISSUE
DATE June 30, 2006EFFECTIVE
DATE July 31, 2006

**PUBLIC SERVICE COMPANY OF
COLORADO**

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Agent for Public Service
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By: 
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**COLORADO OFFICE OF CONSUMER
COUNSEL**

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Approved as to Form:

JOHN W. SUTHERS
Attorney General

By: _____
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1580 Logan Street, OL-2
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Senior Engineer – Colorado
Public Utilities Commission

Approved as to Form:

JOHN W. SUTHERS
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By: 

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*Counsel of Record

Attorney for Staff of the Colorado
Public Utilities Commission

CERTIFICATE OF SERVICE

I hereby certify that on this, the 29th day of September 2006, the original and seven (7) copies of the foregoing **Stipulation and Settlement Agreement** were served via hand delivery on:

Doug Dean, Director
Colorado Public Utilities Commission
1580 Logan OL2
Denver, CO 80203

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

*Anne K. Botterud
First Assistant Attorney General
Business & Licensing Section
1525 Sherman Street, 5th Floor
Denver, CO 80203

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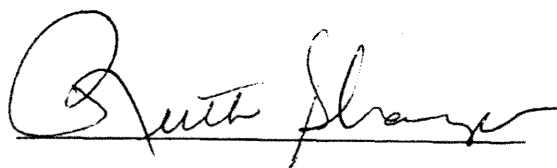
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John Trogonoski
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Denver, CO 80203

Gene Camp
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1580 Logan Street, OL-2
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Jeff Hein
Public Utilities Commission
1580 Logan Street, OL-2
Denver, CO 80203

Frank Shafer
Public Utilities Commission
1580 Logan Street, OL-2
Denver, CO 80203

A handwritten signature in cursive script, appearing to read "Frank Shafer", written over a horizontal line.

*denotes persons who have signed
non-disclosure agreements