

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

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|                               |   |                          |
|-------------------------------|---|--------------------------|
| IN THE MATTER OF THE          | ) |                          |
| APPLICATION OF PUBLIC SERVICE | ) |                          |
| COMPANY OF COLORADO TO        | ) | PROCEEDING NO. 23A-0471E |
| IMPLEMENT DELIVERY OF ONE-    | ) |                          |
| SECOND TIME-STAMPED ELECTRIC  | ) |                          |
| USAGE DATA                    | ) |                          |

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**SETTLEMENT AGREEMENT**

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**INTRODUCTION AND IDENTIFICATION OF PARTIES**

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is filed on behalf of Public Service Company of Colorado (“Public Service” or the “Company”), Trial Staff (“Staff”) of the Colorado Public Utilities Commission (“Commission”), and the Colorado Office of the Utility Consumer Advocate (“UCA”) (each a “Settling Party” and collectively the “Settling Parties”). Mission:data Coalition, Inc. (“Mission:data”) declined to join the Settlement Agreement.

This Settlement Agreement is intended to represent a comprehensive resolution with all Settling Parties of Commission Proceeding No. 23A-0471E, which addresses Public Service’s Application for approval to deliver one-second time-stamped data through the Software Development Kit (“SDK”) established as a result of the Amended

Advanced Grid Intelligence and Security (“AGIS”) Certificate of Public Convenience and Necessity (“CPCN”), Proceeding No. 21A-0279E.<sup>1</sup>

### **SETTLEMENT AGREEMENT**

The following terms comprise the Settlement Agreement reached by the Settling Parties.

#### **I. Approval of the Application.**

Under the Settlement Agreement, the Settling Parties agree and recommend that the Commission should approve the Company’s Application consistent with the modifications required by the Settlement Agreement.

#### **II. Continuation of Third-Party Access to One-Second Time-Stamped Meter Data.**

Except as otherwise provided in Sections IV and V of this Agreement, the Settling Parties agree that the Company shall continue to facilitate customer-approved external third parties located remotely from the customer premise to access the one-second data measured by the meter via its existing IEEE 2030.5 interface using a local polling application. The Company shall facilitate the sharing of this one-second data by continuing to offer its three current products for doing so: (1) the Gateway Software Development Kit, (2) Bring Your Own Device (“BYOD”), and (3) Xcel Energy Launchpad.

#### **III. Cost Recovery.**

The Settling Parties agree that the ongoing operations and maintenance costs for maintaining the SDK, Xcel Energy Launchpad, and technical support may be deferred in

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<sup>1</sup> The Company implemented the SDK pursuant to Section III of the Unanimous Comprehensive Settlement Agreement approved in Proceeding No. 21A-0279E by Decision No. R22-0131 (“Amended AGIS Settlement”).

a regulatory asset without carrying costs. Deferral may begin upon the issuance of a final decision in this Proceeding. The deferred costs shall not exceed \$1.25 million and, consistent with Public Service's Direct Testimony, shall not accrue carrying costs. The Company shall continue to provide technical support for the SDK to third-party developers free of charge until the Company discontinues technical support pursuant to Section IV of this Agreement.

In its next electric rate case, the Company agrees to discontinue the use of the regulatory asset for the aforementioned costs, propose an amortization of any deferred costs for a period, and include any estimate of future costs in its base rate test year. The Company commits to only recover the deferred amount and will address how to remove the regulatory asset in its next electric rate case.

**IV. Termination of the SDK and Technical Support.**

The Settling Parties agree that the Company may propose to discontinue the SDK and technical support as defined in Section III of the Amended AGIS Settlement Agreement, on or after the earlier of December 31, 2027, or the use of the full 2,000 hours of technical support contemplated in Section III of the Amended AGIS Settlement. To discontinue the SDK and technical support, the Company must use the 90-Day Notice process as described in the Answer Testimony of Staff Witness Haglund and the Rebuttal Testimony of Company Witness Pascucci in this Proceeding. Staff reserves the right to file a Notice of Deficiency should it believe the Company's Notice is incomplete.

Prior to issuing a 90-Day Notice, the Company will confer with the Settling Parties. The Company also agrees to circulate said notice to the parties to Proceeding Nos. 23A-

0471E and 21A-0279E and to make reasonable efforts to inform customers or third parties utilizing the SDK.

**V. Additional Methods of Data Delivery.**

The Settling Parties agree that if the Company seeks to use a data delivery method other than via a local polling application, the Company shall seek Commission approval either through a standalone application, or as part of a related application. The Settling Parties agree that if Public Service proposes an alternative methodology for data delivery, such as a cloud-based solution, the Company shall also address the feasibility of Direct Data Upload in its application. The Company's testimony shall discuss why the proposed solution is in the public interest and why it is the preferred solution relative to Direct Data Upload.

**VI. Reporting.**

In its Advanced Grid Intelligence and Security Annual Reports filed on May 31<sup>st</sup> of each year, the Company will provide an update regarding developments related to the Direct Data Upload pathway. The Company will make reasonable efforts to understand potential solutions with the meter vendor, Itron, as well as evaluate other implementations of Direct Data Upload.

**VII. Data Access.**

The Settling Parties agree it is in the public interest that customer data be available to customers and authorized third parties in an open, non-discriminatory manner. The Settling Parties further agree, as a matter of principle, that data parity between the Company, its customers, and the customers' authorized third parties is in the public interest. The Settling Parties agree that the SDK, BYOD, and Xcel Energy Launchpad, if

implemented and maintained in an open and non-discriminatory manner, provide data parity for one-second time stamped data. Finally, the Settling Parties reaffirm the commitments made in Section I(e) of the Amended AGIS Settlement continue to be applicable to the development of future customer-facing Distributed Intelligence applications.

**VIII. Updates to IEEE 2030.5 and the Home Area Network Agent (“HAN”).**

The Settling Parties agree that limiting the frequency of HAN Agent updates is in the public interest, and the Company will make best efforts to limit updates to only those necessary for critical defects, security, and functionality enhancement. If an update is needed solely for functionality enhancement, those updates will be limited to no more than two times per year. Such limitations are made to minimize the impact to third-party software applications as well as minimize the cost to customers for implementation.

**IX. GENERAL PROVISIONS**

1. This Agreement is made for settlement purposes only. No Settling Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Agreement. Furthermore, this Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within or used to reach this Agreement may be applied to any situation other than the above-captioned proceeding, except as expressly set forth herein. No binding precedential effect or other significance, except as may be necessary to enforce this Agreement or a Commission order concerning the Agreement, shall attach to any principle or methodology contained in or used to reach this Agreement, except as expressly set forth herein.

2. The Settling Parties agree the provisions of this Settlement Agreement, as well as the negotiation process undertaken to reach this Settlement Agreement, are just, reasonable, and consistent with and not contrary to the public interest and should be approved and authorized by the Commission.

3. The discussions among the Settling Parties, and documents exchanged between them, that produced this negotiated Settlement Agreement have been conducted in accordance with, and are protected by, Rule 408 of the Colorado Rules of Evidence.

4. Nothing in this Settlement Agreement shall constitute a waiver by any Settling Party with respect to any matter not specifically addressed in this Settlement Agreement.

5. The Settling Parties agree to support, or not oppose, all aspects of the Settlement Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Settlement Agreement, and/or in any other hearing, proceeding, or judicial review relating to this Settlement Agreement or the implementation or enforcement of its terms and conditions. Each Settling Party also agrees that, except as expressly provided in this Settlement Agreement, it will take no formal action in any administrative or judicial proceeding that would have the effect, directly or indirectly, of contravening the provisions or purposes of this Settlement Agreement. However, except as expressly provided herein, each Settling Party expressly reserves the right to advocate positions different from those stated in this Settlement Agreement in any proceeding other than those proceedings necessary to obtain approval of, or to implement or enforce, this Settlement Agreement or its terms and conditions.

6. The Settling Parties do not believe any waiver or variance of Commission rules is required to effectuate this Settlement Agreement, but they agree jointly to apply to the Commission for a waiver of compliance with any requirements of the Commission's Rules and Regulations, if necessary, to permit all provisions of this Settlement Agreement to be approved, carried out, and effectuated.

7. This Settlement Agreement is an integrated agreement that may not be altered by the unilateral determination of any Settling Party. There are no terms, representations, or agreements among the parties which are not set forth in this Settlement Agreement.

8. This Settlement Agreement shall not become effective until the Commission issues a final decision addressing the Settlement Agreement. In the event the Commission modifies this Settlement Agreement in a manner unacceptable to any Settling Party, that Settling Party may withdraw from the Settlement Agreement and shall so notify the Commission and the other Settling Parties in writing within ten (10) days of the date of any such Commission order. In the event a Settling Party exercises its right to withdraw from the Settlement Agreement, this Settlement Agreement shall be null and void and of no effect in this or any other proceeding.

9. There shall be no legal presumption that any specific Settling Party was the drafter of this Settlement Agreement.

10. This Settlement Agreement may be executed in counterparts, all of which when taken together shall constitute the entire Agreement with respect to the issues addressed by this Settlement Agreement. This Settlement Agreement may be executed and delivered electronically, and the Settling Parties agree that such electronic execution

and delivery, whether executed in counterparts or collectively, shall have the same force and effect as delivery of an original document with original signatures, and that each Settling Party may use such facsimile signatures as evidence of the execution and delivery of this Settlement Agreement by the Settling Parties to the same extent that an original signature could be used.

Dated this 26th day of April 2024.

Agreed on behalf of:

**PUBLIC SERVICE COMPANY OF COLORADO**

By: /s/ Jack Ihle

Jack Ihle  
Regional Vice President, Planning and Policy  
Public Service Company of Colorado  
1800 Larimer Street, Suite 1100  
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Approved as to form:

By: /s/ Steven H. Denman

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**TRIAL STAFF OF THE COLORADO  
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**THE OFFICE OF THE UTILITY CONSUMER  
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