

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

\* \* \* \*

IN THE MATTER OF THE APPLICATION )  
OF PUBLIC SERVICE COMPANY OF )  
COLORADO FOR APPROVAL OF ITS )  
COMBINED ELECTRIC AND NATURAL )  
GAS DEMAND SIDE MANAGEMENT AND )  
BENEFICIAL ELECTRIFICATION PLAN )  
FOR CALENDAR YEAR 2023 )

PROCEEDING NO. 22A-0315EG

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COMPREHENSIVE SETTLEMENT AGREEMENT

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## **INTRODUCTION AND IDENTIFICATION OF PARTIES**

This Comprehensive Settlement Agreement (“Settlement Agreement” or “Agreement”) is filed on behalf of Public Service Company of Colorado (“Public Service” or the “Company”), Trial Staff of the Colorado Public Utilities Commission (“Staff”), Colorado Energy Consumers (“CEC”), the Office of the Utility Consumer Advocates (“UCA”), the City and County of Denver (“Denver”), the City of Boulder (“Boulder”), Southwest Energy Efficiency Project (“SWEEP”), Energy Efficiency Business Coalition (“EEBC”), Energy Outreach Colorado (“EOC”), the Colorado Energy Office (“CEO”), Climax Molybdenum Company (“Climax”), and Western Resource Advocates (“WRA”) (each a “Settling Party” and collectively the “Settling Parties”), pursuant to Rule 1408 of the Colorado Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure, 4 CCR 723-1.

Of the remaining parties to this Proceeding, Iconergy LTD does not join this Settlement Agreement.

This Settlement Agreement is intended to resolve all issues raised by the Settling Parties in this Proceeding with respect to the Company’s Verified Application for Approval of its 2023 Demand Side Management and Beneficial Electrification Plan (“2023 DSM & BE Plan”) (“Application”).

## **SETTLEMENT AGREEMENT**

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

**I. 2023 DSM & BE PLAN**

A. The Proposed Electric and Natural Gas Budgets and the Associated Energy Savings Targets

1. The Settling Parties agree that the Commission should approve the Company's 2023 DSM & BE Plan as filed, subject to the modifications contained in this Settlement Term Sheet. The Settlement Agreement shall only apply to this 2023 DSM & BE Plan and shall not be binding on any future DSM and/or BE Plan.
2. The Settling Parties agree that the Commission should approve the Company's revised electric and gas energy efficiency budgets of \$92.9 million and \$25.1 million, respectively.
3. The Settling Parties agree that the Commission should approve the Company's revised energy savings targets of 484 gigawatt hours ("GWh") of electric energy savings and 898,487 dekatherms ("Dth") of natural gas savings. Public Service agrees to make best efforts to meet or exceed the 500 GWh electric energy savings target within the approved budget if possible.

B. The Proposed Electric Demand Reduction Target for Energy Efficiency

4. The Settling Parties agree that the Commission should approve the Company's proposed target of 99.8 megawatts ("MW") of electric demand reduction from electric energy efficiency.

C. The Proposed Electric Demand Reduction Target and Budget for Demand Response

5. The Settling Parties agree that the Commission should approve the Company's proposed incremental electric demand response ("DR") target of 105 MW of DR

capacity. The incremental DR target includes new participants in all programs as well as customers on programs with one-year agreements including: Critical Peak Pricing, Electric Vehicle Critical Peak Pricing, Peak Day Partners, and Peak Partner Rewards.

6. The Settling Parties agree that the Commission should approve the Company's proposed DR budget of \$24.6 million.

D. The Products, Measures, and Pilots that Comprise the 2023 DSM & BE Plan

7. The Settling Parties agree that the Commission should approve the Company's proposed products, measures, and pilots, and their associated budgets, that compose the 2023 DSM & BE Plan as described in detail in the Direct Testimony of Public Service witness Mark Schoenheider and in Attachment NCM-1 to the Direct Testimony of Public Service witness Nick Mark, subject to the modifications set forth in this Settlement Agreement as well as the following:

- 7.1 Seven combined electric/gas education and market transformation products and the associated combined budget of \$5.4 million;
- 7.2 Four indirect planning and research services and the associated combined electric/gas budget of \$7.9 million; and
- 7.3 Continuation of the Company's existing geo-targeting pilot and the associated budget of \$376,617.

E. Portfolio-wide Modifications

8. If federally funded DSM and/or BE incentives or tax credits become available to Public Service customers during the 2023 DSM and BE Plan year, Public Service

will provide contractors and customers with education on the availability of, and terms associated with, the Inflation Reduction Act's ("IRA") incentives and/or tax credits available during the 2023 program year.

9. If DSM and/or BE IRA or Infrastructure Investment and Jobs Act of 2021("IIJA") incentives are implemented such that they become available to Public Service customers during program year 2023, the Company agrees to review its programmatic rebates and incentives and discuss with stakeholders at a future DSM Roundtable whether adjustments to those rebates and incentives are appropriate. If appropriate, the Company will post a 60-Day Notice modifying applicable rebates and incentives.
10. Public Service will provide two live, in-person trainings on BE strategies to Residential and Commercial contractors and/or distributors in 2023 with training, design, and participation linked to Residential Energy Efficiency Program Paragraph 17 below.
11. In the interests of promoting transparency and accessibility for third-party DSM provider opportunities with Public Service, the Company commits to: (1) communicating upcoming requests for proposal ("RFP") during its quarterly roundtables; (2) posting information about upcoming RFPs on its website as well as providing links with the relevant information about participating in the RFP; and (3) notifying interested parties of RFPs through its DSM distribution email list when the RFP opens. Public Service further commits to, as part of the RFP process, clearly identifying the requisite criteria on which participants will be evaluated for each RFP through its RFP documents.

12. The Company agrees to request that contractors who install heat pump systems for space heating document the pre-existing heating system (if any) and the type of backup heat (if any) that will likely be used on very cold days. This request will be optional for customers and the Company agrees to report annually, in a future roundtable, on the results of this request and incorporate any statistically significant findings into its program design.
13. The Company agrees to estimate greenhouse gas (“GHG”) emissions on both a net and incremental basis from BE in its 2023 DSM & BE Annual Status Report, based on the deemed per-measure savings assumptions used in developing the 2023 DSM & BE Plan, with emissions presented on both a lifetime and first-year basis. The Company shall provide the assumptions relied upon in developing the estimated net GHG emissions from BE and shall further explain the limits of those assumptions. In addition to reporting on estimated avoided gas (gas/emissions savings) resulting from BE, the Company shall report on increased electric load resulting from BE. The Settling Parties agree that increased electric consumption resulting from BE is provided for informational purposes and will not represent “negative savings” consistent with the treatment of BE in the 2021-2022 DSM Plan.

F. Residential Energy Efficiency Program

14. Public Service will create a top tier of rebates within the Energy Star® New Homes program for highly efficient homes that are primarily heated with electricity (\$8,000) or fully electric (\$10,000). Qualifying homes will, at a minimum, have an envelope with UA  $\leq$  100 percent of IECC 2021. To qualify, a home may not utilize electric resistance heating as the primary source for space or water heating.

15. Public Service will add an additional bonus rebate of at least \$500 for customers who install major weatherization measures within six months of installation of heat pumps for space heating.
16. For purposes of the 2023 DSM & BE Plan, Public Service will increase its rebates associated with electric heat pumps, including ground source heat pumps, by at least 10 percent from the values proposed in the direct case across its service territory and throughout its DSM/BE portfolio while also increasing marketing of heat pumps.
17. Public Service will develop at least three separate geographically targeted marketing campaigns during the 2023 DSM & BE Plan. The campaigns will include outreach/educational activities to promote the installation of heat pumps and/or weatherization in neighborhoods with a high density of homes with electric resistance heating, and/or constrained part of the gas system, including working with supply chains to help facilitate successful campaigns.
18. The Company agrees to research, in consultation and dialogue with EEBC and other interested stakeholders, Energy Efficiency Ratio (“EER”) requirements for variable capacity heat pumps, and remove or modify the minimum EER requirements for Variable Capacity Heat Pumps if doing so will cost effectively broaden heat pump participation without increasing peak power demand in the summer. The Company will make a determination on this matter by May 31, 2023, including a detailed explanation of the Company’s analysis and rationale for its determination.

19. The Company agrees to remove programmable thermostats from the Home Energy Squad program and offer smart thermostats in the Home Energy Squad program at a cost that is equal to or lower than the upfront incentive given for participation in the AC Rewards program.
20. The Company agrees to remove big box stores, including Costco, Sam's Club, Walmart, Home Depot, and Lowe's from its Residential Lighting product no later than October 1, 2023. The Company may maintain in-store buydowns in local hardware stores, grocery stores, and the like in income-qualified ("IQ") and/or disproportionately impacted ("DI") communities after October 1, 2023 and continue giveaways and increased focus of distribution of LED lamps in the Home Energy Squad, in school kits, at food pantries and at promotional events for the entire 2023 year.
21. The Company agrees to add a midstream incentive approach (without eliminating customer incentives) for heat pump water heaters ("HPWHs"). The design of the midstream incentive approach for distributors will be developed in consultation with stakeholders and proposed through a 60-Day Notice not more than 60 days after a final Commission decision approving the Plan.
22. The Company agrees to research, with interested stakeholders, the potential to phase out rebates for traditional air conditioners and gas water heaters in order to allocate additional resources towards the adoption of heat pumps as part of its 2024-2025 DSM & BE Plan.
23. The Company agrees to research, with interested stakeholders, the potential to add advanced duct sealing to its insulation and air sealing, whole home efficiency,

and/or new homes products during the course of implementing the 2023 DSM & BE Plan.

G. IQ/DI Community Energy Efficiency Program

24. Public Service will implement a new pilot within the Low Income (i.e., IQ) program to test a geographic prequalification approach to DI Community neighborhood weatherization. The Company will post a 60-Day Notice no later than the end of the second quarter of 2023 with details of the pilot. The budget for this pilot will be in addition to the IQ budget presented in the 2023 DSM Plan as filed.
25. The Company commits to discussing its IQ/DI Community outreach and engagement efforts as part of each DSM quarterly roundtable in 2023.
26. The Company will work to develop the ability to screen IQ Program participating households for auto-enrollment in the Company's Electric and Gas Affordability Programs to the extent feasible or provide alternative procedures including identifying a process for estimating the appropriate full annual bill for BE program/pilot participants.
27. The Company agrees to increase the Refrigerator Replacement rebate from \$630 to \$900 within the IQ Single-Family Weatherization product.

H. Business Energy Efficiency Program

28. The Company commits to continue actively studying prescriptive BE measures for commercial customers. The Company will file a 60-Day Notice to add prescriptive measures for equipment and use cases that it deems to be sufficiently repeatable

and cost-effective not more than 60 days after a final Commission decision approving the Plan. At a minimum, the measures considered shall include:

- i. measures that are identical to the 2023 residential BE measures, including, but not limited to, ducted and ductless air source heat pumps (including VRF systems);
  - ii. heat pump water heaters; and,
  - iii. dual-fuel and/or heat pump rooftop units.
29. The Company commits to expand the promotion of BE measures within the Business Energy Assessment product.
30. The Company agrees to adopt all 2022 bonuses from the business lighting program for all invoices dated on or before September 30, 2023 and submitted by November 30, 2023. The Company will restart bonuses on January 1, 2024, if the 2023 DSM & BE Plan carries over into 2024.
31. In consultation with EEBC and other interested stakeholders, the Company will review and adjust wattage requirements, on an annual basis, for Business lighting products. Any modifications, if cost-effective, to these requirements will be made through a 60-Day Notice.
32. The Company agrees to increase incentives for lighting controls, including standard controls, and more innovative networked lighted controls, with a target of incentives equal to a30% of installed project cost.
33. New Construction – Energy Design Assistance, Business Energy Assessment, Strategic Energy Management products:

- 33.1 Public Service agrees to publish reasonable criteria to be met by third-party providers who want to participate as a third-party implementer for the New Construction – Energy Design Assistance product. The Company will develop an application and approval process for providers that want to participate in the product and will make the list of approved providers available on its website and to its Account Managers no later than 60 days after a final Commission decision approving the Plan. Any provider that is approved as a qualified third-party provider for the New Construction – Energy Design Assistance product for purposes of this 2023 DSM & BE Plan will be eligible to receive the standard provider incentives for the product.
- 33.2 The Company agrees to issue its Request for Proposals (“RFP”) for the Business Energy Assessment and Strategic Energy Management products by June 30, 2023.
- 33.3 The Company agrees to discuss, through the stakeholder process, the New Construction – Energy Design Assistance product’s success utilizing the model described above and whether other products should be transitioned to this model as part of the 2024-2025 DSM & BE Plan.
- I. Demand Response Program
34. The Company agrees to initiate an RFP in the first half of 2023 to solicit ideas from vendors for new Demand Response offerings that achieve peak demand reduction by residential customers with advanced meters through a pay-for-performance,

technology neutral approach. If the RFP responses indicate potential that will reasonably lead to a cost-effective offering, the Company agrees to design one or more products or pilot that would be included in the 2024-2025 DSM Plan.

35. The Company agrees to consider, in consultation with stakeholders, implementing a pilot program that tests the feasibility of carrying out Demand Response with networked lighting controls, and reporting on the results of this examination to the DSM Roundtable no later than the third quarter of 2023. If this strategy shows promise, the Company agrees to move forward with the pilot program in the second half of the year.
36. The Company agrees to cross promote its DSM and BE programs and incentives, to the extent practicable, when conducting outreach, engagement, and education for other retail customer programs.
37. The Company will file a supplemental outreach and engagement plan by May 31, 2023, detailing planned or anticipated outreach, engagement, and education opportunities or events conducted under the 2023 DSM and BE Plan, including items in this Settlement, for customers in IQ households and/or DI Communities.

## **II. COST-RECOVERY FOR 2023 DSM & BE PLANS THROUGH GAS AND ELECTRIC DSMCAS**

38. The Settling Parties agree that the Commission should approve the Company's recovery of its costs for the 2023 DSM & BE Plan through the existing electric and gas Demand Side Management Cost Adjustments ("DSMCA") as appropriate.

39. The Settling Parties agree that the Commission should approve the Company's current practice of allocating BE measure costs to the gas DSMCA for the 2023 Plan year.

### **III. ENCOMPASS MODELING**

#### **A. EnCompass Modeling in Lieu of PLEXOS for DSM Modeling**

40. The Settling Parties agree that the Commission should authorize Public Service to transition to EnCompass modeling for purposes of its DSM modeling for purposes of this 2023 DSM & BE Plan.

#### **B. Marginal Cost Output from the EnCompass Modeling**

41. The Settling Parties agree that the Commission should approve for this 2023 DSM & BE Plan the marginal cost outputs used to determine the avoided cost of energy in the Company's EnCompass modeling contained in the Direct Testimony of Public Service witness Jeremy Petersen, Highly Confidential Attachments JAP-1HC and JAP-2HC. If no methodology for the calculation of net emissions impacts is approved within Proceeding No. 22A-0309EG, the Company agrees to develop and present in the next DSM Plan an approach for calculating the net emissions impacts of BE on a marginal energy basis by hour and day type.

#### **C. The Avoided Cost of Capacity and Avoided Transmission and Distribution Cost**

42. The Settling Parties agree that the Commission should approve for this 2023 DSM & BE Plan the avoided cost of generation capacity and avoided transmission and

distribution costs as set forth in the Direct Testimony of Public Service witness Jeremy Petersen and in Attachment NCM-1, Appendix E.

#### **IV. DEFERRED ACCOUNTING OF LEGAL EXPENSES**

43. Public Service agrees to withdraw its request to defer expenses associated with preparing and litigating this Proceeding into a regulatory asset without interest to be brought forward in a future cost recovery proceeding.

#### **V. REGULATORY COMPLIANCE**

44. The Settling Parties agree that the Commission should authorize Public Service to file a Compliance Advice Letter on not less than two business days' notice to implement the Commission's final decision in this Proceeding.
45. The Company agrees to file an updated version of its approved 2023 DSM and BE Plan in this Proceeding within 30 days after a final Commission decision approving the Plan. The Executive Summary will separately document its BE efforts including participation estimates, anticipated expenditures, costs by budget category, greenhouse gas emission estimates, and mTRC test ratios.
  - 45.1 Public Service's 2023 DSM & BE Annual Report will include reporting on BE program data as described directly above.
46. In its 2023 DSM & BE Annual Report, Public Service will include measure-level or appliance-level reporting for products with multiple types of appliances in its annual report when the product includes heating, cooling, or building shell measures.

**VI. CONTINUATION OF THE EXISTING 2021-22 DSM PLAN**

47. The Settling Parties agree that the Commission should authorize Public Service to continue its existing 2021-22 DSM Plan until the Commission issues a final decision establishing the effective date of this 2023 DSM & BE Plan.

**VII. WAIVERS AND VARIANCES**

48. The Settling Parties agree the Commission should approve Public Service's Motion for Variance seeking waiver from Commission Rule 4756(b) which prohibits fuel-switching. The Settling Parties agree that waiver is appropriate in order to continue the Company's BE offerings.
49. The Settling Parties agree the Commission should approve Public Service's Motion for Variance seeking waiver from Commission Rule 4753(k), which caps the natural gas energy efficiency budget at \$15 million. The Settling Parties agree that waiver is appropriate to accommodate the Company's proposed \$25.1 million natural gas energy efficiency budget and ensure the Company can continue to increase natural gas energy efficiency savings and assist its natural gas customers with reducing their CO<sub>2</sub> emissions.
50. The Settling Parties recommend the Commission issue any other waivers, variances, or relief necessary to approve and implement the Company's 2023 DSM & BE Plan.

**VIII. GENERAL PROVISIONS**

51. Except as expressly set forth herein, nothing in this Settlement Agreement is intended to have precedential effect or bind the Settling Parties with respect to

positions they may take in any other proceeding regarding any of the issues addressed in this Settlement Agreement. No Settling Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Settlement Agreement. Furthermore, this Settlement Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within or used to reach this Settlement Agreement may be applied to any situation other than the above-captioned proceeding, except as expressly set forth herein.

52. 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.
53. The discussions among the Settling Parties that produced this Settlement Agreement have been conducted in accordance with Rule 408 of the Colorado Rules of Evidence.
54. 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.
55. The Settling Parties agree to use good faith efforts to support 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 one necessary to obtain approval of, or to implement or enforce, this Settlement Agreement or its terms and conditions.

56. The Settling Parties do not believe any additional waiver or variance of Commission rules is required to effectuate this Settlement Agreement but 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.
57. 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.
58. 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 the 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.

59. There shall be no legal presumption that any specific Settling Party was the drafter of this Settlement Agreement.
60. 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 2<sup>nd</sup> day of December, 2022.

Agreed on behalf of:

By: /s/ Elizabeth C. Stevens  
Elizabeth C. Stevens, #45864  
Principal Attorney  
Xcel Energy Services Inc.  
1800 Larimer Street, Suite 1400  
Denver, Colorado 80202  
Telephone: (303) 294-2832  
Fax: (303) 294-2988  
Email: [Elizabeth.C.Stevens@xcelenergy.com](mailto:Elizabeth.C.Stevens@xcelenergy.com)

And

Caitlin M. Shields, #41539  
Wilkinson Barker Knauer, LLP  
2138 W. 32nd Ave, Suite 300  
Denver, Colorado 80211  
Telephone: (303) 626-2350  
Fax: (303) 568-6663  
Email: [cshields@wbklaw.com](mailto:cshields@wbklaw.com)

**ATTORNEYS FOR PUBLIC SERVICE COMPANY OF COLORADO**

Agreed on behalf of:

**Trial Staff of the Colorado Public Utilities Commission**

Approved as to form:

PHILIP J. WEISER  
Attorney General

By: /s/ Seina Soufiani  
Seina Soufiani, Professional  
Engineer  
Fixed Utilities Section  
Colorado Public Utilities  
Commission  
Email: seina.soufiani@state.co.us

1560 Broadway, Suite 250  
Denver, Colorado 80202

/s/ D. Ross Smith, Jr.  
Michael J. Santisi, #29673\*  
Senior Assistant Attorney General  
D. Ross Smith, Jr., #54217\*  
Assistant Attorney General  
Katie McLaughlin, #52519\*  
Assistant Attorney General  
Revenue and Utilities Section

*Attorneys for Trial Staff of the Public  
Utilities Commission*

Ralph L. Carr Colorado Judicial Center  
1300 Broadway, 8th Floor  
Denver, Colorado 80203  
Telephone: (720) 508-6330 (Santisi)  
Telephone: (720) 508-6370 (Smith)  
Telephone: 720-508-6337 (McLaughlin)  
Email: Michael.Santisi@coag.gov  
Email: Ross.Smith@coag.gov  
Email: Katie.McLaughlin@coag.gov  
\*Counsel of Record

WESTERN RESOURCE ADVOCATES

/s/ Ellen Howard Kutzer

Ellen Howard Kutzer, #46019  
Senior Staff Attorney  
Parks Barroso, # 55468  
Staff Attorney  
Western Resource Advocates  
2260 Baseline Rd. Suite 200  
Boulder CO 80302  
720-763-3710  
303-786-8054 (fax)  
ellen.kutzer@westernresources.org

*Attorneys for Western Resource Advocates*

SOUTHWEST ENERGY EFFICIENCY PROJECT

/s/ Justin Brant

Justin Brant  
Southwest Energy Efficiency Project  
2334 Broadway, Suite A  
Boulder, CO 80304  
303-447-0078, ext. 2  
[jbrant@swenergy.org](mailto:jbrant@swenergy.org)

Approved as to form:

/s/ Robert Rigonan

Robert Rigonan, Attorney Reg. No. 53544  
Michael Hiatt, Attorney Reg. No. 41178  
Earthjustice  
633 17th Street, Suite 1600  
Denver, CO 80202  
(303) 996-9617  
[rrigonan@earthjustice.org](mailto:rrigonan@earthjustice.org)  
[mhiatt@earthjustice.org](mailto:mhiatt@earthjustice.org)

ATTORNEYS FOR SOUTHWEST

ENERGY EFFICIENCY PROJECT

CITY AND COUNTY OF DENVER

Charles T. Solomon #26873  
Assistant City Attorney

Amanda MacDonald #41094  
Assistant City Attorney

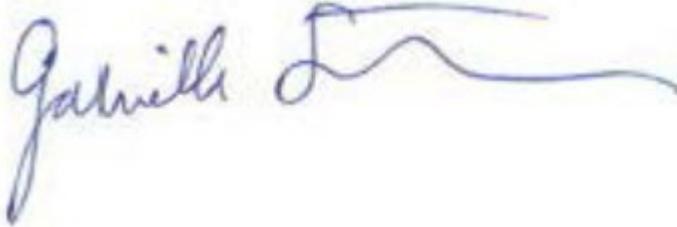
By: /s/ Charles T. Solomon  
Charles T. Solomon  
Amanda MacDonald  
201 West Colfax Ave., Dept. 1207  
Denver, CO 80202  
Telephone: 720-913-3286  
Facsimile: 720-913-3180  
E-Mail: [Charles.Solomon@denvergov.org](mailto:Charles.Solomon@denvergov.org)  
E-Mail: [Amanda.MacDonald@denvergov.org](mailto:Amanda.MacDonald@denvergov.org)

**ENERGY OUTREACH COLORADO**



By: \_\_\_\_\_  
Jennifer Gremmert  
Executive Director  
Energy Outreach Colorado  
225 E. 16th Ave. Suite 200  
Denver, CO 80203  
Phone: (303) 226-5052  
Fax: (303) 825-0765  
Email: [jgremmert@energyoutreach.org](mailto:jgremmert@energyoutreach.org)

**DIETZE AND DAVIS, P.C.**



By: \_\_\_\_\_  
Gabriella Stockmayer, Atty. Reg. No. 43770  
Mark D. Detsky, Atty. Reg. No. 35276  
K.C. Cunilio, Atty. Reg. No. 51378  
2060 Broadway, Suite 400  
Boulder, CO 80302  
Phone: (303) 447-1375  
Fax: (720) 805-2051  
Email: [GStockmayer@dietzedavis.com](mailto:GStockmayer@dietzedavis.com)  
[MDetsky@dietzedavis.com](mailto:MDetsky@dietzedavis.com)  
[KCunilio@dietzedavis.com](mailto:KCunilio@dietzedavis.com)

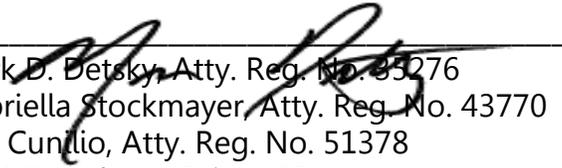
**ATTORNEYS FOR ENERGY OUTREACH COLORADO**

**ENERGY EFFICIENCY BUSINESS COALITION**



By: \_\_\_\_\_  
Patricia Rothwell  
Executive Director  
Energy Efficiency Business Coalition  
303 South Broadway, Suite 200 #323  
Denver, Colorado 80209  
Phone: (720) 274-9764  
Email: [patricia@eebco.org](mailto:patricia@eebco.org)

**DIETZE AND DAVIS, P.C.**

By:   
Mark D. Detsky, Atty. Reg. No. 85276  
Gabriella Stockmayer, Atty. Reg. No. 43770  
K.C. Cunilio, Atty. Reg. No. 51378  
2060 Broadway, Suite 400  
Boulder, CO 80302  
Phone: (303) 447-1375  
Fax: (720) 805-2051  
Email: [MDetsky@dietzedavis.com](mailto:MDetsky@dietzedavis.com);  
[GStockmayer@dietzedavis.com](mailto:GStockmayer@dietzedavis.com);  
[KCunilio@dietzedavis.com](mailto:KCunilio@dietzedavis.com)

**ATTORNEYS FOR ENERGY EFFICIENCY BUSINESS  
COALITION**

AGREED ON BEHALF OF:

OFFICE OF THE UTILITY CONSUMER ADVOCATE

BY: s/ Cindy Schonhaut  
Cindy Schonhaut  
Director  
Office of the Utility Consumer Advocate  
1560 Broadway, Suite 200  
Denver Colorado 80202  
303-894-2224  
[cindy.schonhaut@state.co.us](mailto:cindy.schonhaut@state.co.us)

PHILIP J. WEISER  
Attorney General

BY: s/ Michel Singer Nelson  
Michel Singer Nelson, No. 19779  
Jennifer-Grace Ewa, No. 49798  
Assistant Attorney Generals  
Thomas. F. Dixon, No. 500  
Office of the Attorney General  
1300 Broadway, 7th Floor  
Denver, CO 80203  
(720) 508-6241 / [jennifer.ewa@coag.gov](mailto:jennifer.ewa@coag.gov)  
(720) 508-6220 / [michel.singernelson@coag.gov](mailto:michel.singernelson@coag.gov)  
(720) 508-6214 / [thomas.dixon@coag.gov](mailto:thomas.dixon@coag.gov)

ATTORNEYS FOR THE UTILITY CONSUMER  
ADVOCATE

Agreed on behalf of:

**COLORADO ENERGY OFFICE**

By: /s/ Jocelyn P. Durkay  
JOCELYN P. DURKAY  
Manager of Regulatory Affairs  
Colorado Energy Office  
1600 Broadway, Suite 1960  
Denver, CO 80202  
Telephone: 303-866-2100  
Email: [Jocelyn.durkay@state.co.us](mailto:Jocelyn.durkay@state.co.us)

Approved as to form:

By: PHILLIP J. WEISER  
Attorney General

/s/ Jessica L. Lowrey

JESSICA L. LOWREY, #45158\*  
Second Assistant Attorney General  
JACLYN M. CALICCHIO, 51139\*  
Assistant Attorney General  
Natural Resources and Environment Section  
1300 Broadway, 7th Floor  
Denver, CO 80203  
Telephone: 720-508-6167 (Lowrey)  
720-508-6250 (Calicchio)

Email: [jessica.lowrey@coag.gov](mailto:jessica.lowrey@coag.gov)

[jackie.calicchio@coag.gov](mailto:jackie.calicchio@coag.gov)

\*Attorneys of Record

**Attorneys for the Colorado Energy Office**

By: s/ Richard L. Fanyo

Richard L. Fanyo, Reg. No. 7238  
8012 Routt Street  
Arvada, CO 80005  
Tel: 303-910-4370  
Email: [rfanyo@rlfanyolaw.com](mailto:rfanyo@rlfanyolaw.com)

Attorney for Climax Molybdenum Company

**CITY OF BOULDER**

/s Lucas Markley

Lucas Markley #40315  
Office of the City Attorney  
City of Boulder  
Box 791  
1777 Broadway  
Boulder, CO 80306 - 0791  
303 441 3020  
[markleyl@bouldercolorado.gov](mailto:markleyl@bouldercolorado.gov)

*/s/ Veronique Van Gheem*  
Veronique Van Gheem #42626  
Office of the City Attorney  
City of Boulder  
Box 791  
1777 Broadway  
Boulder, CO 80306 - 0791  
303 441 3020  
[vangheemv@bouldercolorado.gov](mailto:vangheemv@bouldercolorado.gov)

HOLLAND & HART LLP

*/s/ Michelle B. King*  
Michelle Brandt King, #35048  
Austin W. Jensen, #53782  
555 Seventeenth Street, Suite 3200  
Denver, CO 80202  
Telephone: (303) 295-8000  
[MBKing@hollandhart.com](mailto:MBKing@hollandhart.com)  
[AWJensen@hollandhart.com](mailto:AWJensen@hollandhart.com)  
ATTORNEYS FOR THE  
COLORADO ENERGY CONSUMERS