

**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 FOR APPROVAL OF ITS ) **PROCEEDING NO. 22A-0189E**  
DISTRIBUTION SYSTEM PLAN )

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**UNOPPOSED NON-COMPREHENSIVE SETTLEMENT AGREEMENT**

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**INTRODUCTION AND IDENTIFICATION OF PARTIES**

This Unopposed Non-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 (“Commission”) (“Staff”), the Colorado Energy Office (“CEO”), the Colorado Office of the Utility Consumer Advocate (“UCA”), the City of Boulder (“Boulder”), the City and County of Denver (“Denver”), Holy Cross Energy (“Holy Cross”), Southwest Energy Efficiency Project (“SWEEP”), Vote Solar, Western Resource Advocates (“WRA”), and the Colorado Solar and Storage Association, Solar Energy Industries Association, and Advanced Energy Economy (collectively, “CEI”) (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.

This Settlement Agreement is intended to resolve all issues that were raised or could have been raised by the Settling Parties in this Phase I Distribution System Plan (“DSP”) Proceeding with respect to the Company’s Application for Approval of its DSP (“Application”), except for a dispute regarding the Company’s distributed energy resource (“DER”) planning limits that is still in contention between the Company and CEI.

**SETTLEMENT AGREEMENT**

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

I. Approval of DSP / Resolution of Proceedings

1. The Settling Parties agree to recommend that the Commission approve the Company's DSP with such modifications as are set forth below, and subject to the one remaining unresolved issue to be litigated.
2. The Settling Parties agree that the next Phase I DSP may need to be delayed up to 6 months to accommodate the provisions of this Settlement Agreement and agree not to oppose such waiver. In addition, the Settling Parties note that the Company may request a waiver from the Commission under Commission Rule 1003(a) and seek to show that there is good cause for a further extension. If the Company does seek such a waiver, any Settling Party may support or oppose such a request as it determines is appropriate.

II. Vision for Next DSP

3. In the Company's next Phase I DSP, the Company will present its vision plan for the distribution system that balances the Company's obligation to provide safe, reliable, resilient electric service at a reasonable price and doing its part to further state policy goals, pursuant to Rule 3526 (the "Vision Plan"). The Vision Plan will provide sufficient detail so that parties to the DSP may evaluate the Company's choices in balancing these goals. The Company's Vision Plan will at minimum, discuss a viable path for the evolution of the Distribution System in light of the Company's proposed five-year action plan, and ten-year planning horizon while accounting for realistic implementation timelines and potential evolution in grid technology. The Company's obligations hereunder will also provide guidance as to how the DSP fits into other planning dockets and vision goals.

4. The Vision Plan shall include:
  - 4.1. A narrative description of how the Company’s vision, goals, and objectives for the distribution system over 5- and 10-year timeframes align with and advance state policy goals consistent with Rule 3526.
  - 4.2. A description of the Company’s existing grid architecture design, and a description of how the Company expects its grid architecture will evolve (e.g., as more DER are placed on the grid).
  - 4.3. A description of how the technologies proposed in the DSP will be used to implement the Company’s vision, goals, and objectives, and the relevant timeframes for each technology.
  - 4.4. A description of the evolution of the Company’s planning and forecasting functions (current and planned), including:
    - 4.4.1. Integration of planning and forecasting across generation, transmission, and distribution;
    - 4.4.2. Identification of any applicable major policy drivers, which may include both state or federal policies;
    - 4.4.3. How planning and forecasting will be informed by existing, proposed, and future technology (i.e., how the Company will use actual data in addition to models, as more data becomes available); and
    - 4.4.4. How growth of DERs (including EVs) will be incorporated into forecasting and planning.
  - 4.5. A description of how the Company uses data to inform the following functions, and how it is improving its data collection and processing for those functions:

- 4.5.1. Distribution planning (in general);
- 4.5.2. Feeder and substation load forecasts;
- 4.5.3. DER forecasts;
- 4.5.4. Hosting capacity; and
- 4.5.5. Interconnection.

### III. Forecasting

5. The Company agrees to continue to work towards the incorporation of forecasted DERs into its distribution planning process, and to report regarding this topic in the next DSP and subsequent DSPs. As initial steps in this work, the Company agrees to undertake following:

- 5.1. The Company shall continue with its deployment of the new LoadSEER tool. The Company shall report in the next Phase I DSP regarding the status of LoadSEER implementation and the lessons learned from that implementation, including with regard to location-specific forecasting of DERs and BE. The Company will also report on any new data (e.g. AMI and other similar investments) that is incorporated into the forecasting process.
- 5.2. As the Company develops location-specific forecasts of DERs and BE using LoadSEER, it shall retain such forecasts and then validate them in future years through comparison to actual conditions that emerge. The Company shall report in future Phase I DSPs on the lessons learned from such validation exercises and how they impact the incorporation of DER and BE forecasting in overall distribution planning.

- 5.3. The Company shall conduct a validation of the location-specific forecasts developed by ICF for this DSP, and shall report regarding the results of that validation exercise in the next Phase I DSP, including what lessons can be learned with regard to location-specific BE and DER forecasts and how those lessons impact the incorporation of DER and BE into overall distribution planning.
6. In the next Phase I DSP, the Company agrees to provide a technical appendix providing any assumptions used for forecasting work developed with the assistance of the LoadSEER tool and other technical information as the Company may deem reasonably useful to the parties.

#### IV. Non-Wires Alternatives

7. The Settling Parties agree that for this DSP those NWA candidate projects that continue to meet the Company's screening criteria at the conclusion of Phase I shall proceed to Phase II, except for those involving service to Critical Infrastructure customers as defined by the Company. The Settling Parties agree to modification of the Company's proposed timeline and process such that all non-Company parties are able to submit DSP Phase II initial and reply comments. The Settling Parties agree that the Phase II report and selection of bids, if any, will be subject to Commission approval. The Company agrees to file a Phase II report with the results of the NWA solicitation process, bid information for all bids received, and a detailed cost benefit analysis for all bids. The Phase II report will include the Company's proposal for which, if any, NWA contracts the Company proposes for execution and the rationale

- for selecting those bids or an explanation for why no NWA contracts are proposed to meet an identified grid need.
8. The Settling Parties agree that any selected, cost-effective NWA bids the Company may bring forward will be subject to a Commission determination as part of the Phase II process.
  9. The Settling Parties agree that the Company shall use a deferral and contract period for individual NWAs for the full length of the forecasted grid need based on the ten-year forecast presented in the DSP. For example, if a forecasted need arises in year 4 of the 10-year distribution load forecast and continues through year 10, then the deferral and contract period for the NWA in question would be for services that begin in year 4 and continue through year 10 (i.e. a six-year term).
  10. The Settling Parties agree to the Company's NWA screening methodology.
  11. The Settling Parties agree that safety margins are important for distribution system planning. The Settling Parties agree that the Company's proposed 25% NWA safety margin is appropriate for this DSP. However, the Company commits to reevaluating safety margins in future Phase I DSPs as it continues to enhance its forecasting methodology and gains additional operational experience with NWAs.
  12. The Settling Parties agree to the proposed NWA cost benefit evaluation methodology set forth in the Company's DSP, except that (1) the Company agrees to modify the methodology to account for the Social Cost of Methane (including future Interagency Working Group updates to such values); (2) the Company agrees to incorporate future Interagency Working Group updates to Social Cost of Carbon values; and, (3) the

Company agrees to alignment of NEBs to the most recently approved values in DSM Strategic Issues.

13. The Settling Parties agree to use the Company's most recently approved weighted average cost of capital ("WACC") as the discount rate for NWA cost benefit evaluation methodology. The Company agrees to also present an NWA cost benefit analysis sensitivity using a discount rate of 2.5% or lower as part of its Phase II report.
14. The Settling Parties agree that the model RFPs and contract documents proposed by the Company shall be used in Phase II; provided that:
  - 14.1. the model RFP shall be amended so as to require bidders to, when applicable, provide specific narrative discussion of whether and how their proposed bids shall benefit Disproportionately Impacted Communities, as identified using CDPHE's EnviroScreen tool, unless otherwise directed by the Commission; and
  - 14.2. the model contracts shall require reporting from NWA service providers regarding whether and to what extent benefits to Disproportionately Impacted communities are realized.
15. The Company agrees that the model NWA contracts shall be subject to reasonable negotiation. If NWA bidders provide edits to the contract, they shall not be penalized based on the fact that they have proposed modifications; however, the substance of such proposed modifications shall be considered holistically and may impact the evaluation of proposals.

16. The Company agrees to propose an Independent Evaluator for this DSP after consultation with Staff by the latter of the Phase I hearing in this proceeding or December 9, 2022.
17. The Company agrees that in the next Phase I DSP it shall provide a redlined comparison of the model NWA contract from this proceeding as compared to the model contract proposed in that next DSP. The Company shall delineate material alterations and provide explanations for why the Company is proposing such.
18. The Company agrees that in the next Phase I DSP it shall provide the full magnitude, duration, and frequency of the load relief requirements for any proposed candidate NWA projects. The Company will also include existing demand response in the evaluation of proposed candidate projects in the next Phase I DSP accounting for participation rates and event performance, to the extent that that demand response is coincident with the distribution system need on that specific piece of equipment.

V. Pilot Programs

19. Beginning in its next Phase I DSP, the Company agrees to report on how existing programs, approved programs, proposed programs, existing pilots, approved pilots, and proposed pilots support the Company's DSP Vision Statement.
  - 19.1. For this DSP, the Company agrees to provide Settlement Testimony describing how the Company's Demand Response Management System ("DRMS") pilot relates to the Company's DSP Vision.
20. The Settling Parties agree to approval of the Company's proposed DRMS pilot program with the following modifying requirements:

- 20.1. A five-year pilot period with a discrete end date to be established by the Company after Commission approval of the DSP;
  - 20.2. Prior to the pilot's end date, in a future DSP or other proceeding, the Company will provide an explanation of whether any equipment and programs associated with the DRMS pilot will be incorporated into a program, retired, or put to some other use as applicable
  - 20.3. The DRMS pilot will be limited to approximately 1,850 batteries, totaling 10 MW of capacity; and
  - 20.4. The Company will establish a comprehensive set of specific goals and metrics for the DRMS pilot.
21. The Company agrees to identify and implement a secondary use case for DRMS in the pilot period.
    - 21.1. The Company agrees to solicit third-party proposals for pilots prior to the next DSP filing.
      - 21.1.1. The Settling Parties agree to establish reasonable guidelines for soliciting, considering, reporting on, and evaluating pilot proposals from third-parties.
  22. The Company agrees to explore the potential for a targeted demand area pilot and to either propose such a pilot in its next DSP or to explain why it did not do so. The Company acknowledges that an initial targeted demand area pilot could consist of targeted marketing of existing Company demand-side management and renewable energy programs, but could alternatively involve more complex designs, such as those involving contracted third-party services.

23. If the Company develops additional Vehicle-to-Grid (“V2G”) pilots, programs, processes, and/or policies (e.g. compensation policies) outside of the DSP (e.g. in the Transportation Electrification Plan), the Company agrees to report on those initiatives in its Phase I DSP. If the Company does not develop additional V2G pilots, programs, processes, and/or policies in the TEP, the Company agrees to develop these concepts in the next Phase I DSP.

VI. Bi-Directionality

24. The Settling Parties Agree that further study of substation bi-directionality to increase overall interconnection capacity on the distribution system is warranted.
25. To that end, as part of this DSP, the Company will evaluate the costs, benefits, feasibility, equity and impediments to enabling one of the following substations with bi-directionality technology such as 3V0: Stock Show #1, Dove Valley #1, Titan #1, Gray Street #1, La Salle #1, Northern Colorado Area Plan, Box Elder #1, Parachute #2, and Vasquez #2.
26. The Company agrees with respect to transmission-connected substations serving community solar gardens that it shall continue to support a future rulemaking.

VII. IQ/DI Community Engagement and Outreach

A. Data and Analysis Regarding DI Communities

27. The Company agrees to incorporate data from the Colorado Department of Public Health & Environment’s EnviroScreen to identify Disproportionately Impacted (“DI”) Communities consistent with the identification process developed and used in the Company’s 2022-2025 Renewable Energy Compliance Plan implementation. This

information will be added to the Company's hosting capacity maps and tabular load data such that a DI community layer will be available on the HCA maps.

28. The Company agrees to evaluate the reliability of service to DI Communities as part of its Quality of Service Plan ("QSP") and to incorporate such evaluation as part of its overall considerations of distribution system planning.

B. IQ/DI Community Engagement and Outreach

29. In Proceeding No. 21A-0625EG, the 2022-2025 Renewable Energy Compliance Plan matter, parties reached a Unopposed Comprehensive Settlement Agreement (the "RE Plan Settlement"), which the Commission approved in Decision No. C22-0678. In Section XIV of the RE Plan Settlement, Public Service agreed to a comprehensive IQ/DI Community Engagement and Outreach Plan for its RE programming. In paragraph 69 of the RE Plan Settlement, the Company retained the right to propose expanding the areas covered by that plan, with the understanding that expanding the program may be appropriately funded from other/non-RESA supported programs. The Company agrees to adopt a DSP outreach process for engagement with DI Communities consistent with the one provided for in the RE Plan Settlement. The Company further agrees that it shall not use RESA funds for its DSP outreach and engagement.
30. The Company agrees to hold one engagement session, prior to proposing NWA RFPs, with community based organizations and community leaders that serve DI Communities where NWA projects are proposed or that NWA projects will affect.

- 30.1. The engagement session will include an overview from the Company about the need for upgrades, conventional infrastructure investments, its DSP and NWA proposals, as they relate to the specific communities.
- 30.2. The engagement session will allow community organizations and community members to provide feedback about the Company's proposals and to identify specific community needs.
- 30.3. The Company agrees to submit a brief report to the Commission in this proceeding and as an attachment to the RFP which will include the following and be provided prior to the Company's RFP solicitation so that bidders can consider community input in their bid proposals:
  - 30.3.1. A list of community organizations that attended;
  - 30.3.2. The number of community members that attended;
  - 30.3.3. Slides or materials the Company shared in its educational overview;
  - 30.3.4. A summary of feedback from community organizations and members; and
  - 30.3.5. A list of any community needs identified.

#### VIII. Stakeholder Process

31. The Company agrees to establish a technical working group to discuss DRMS requirements, flexible interconnections (including the potential use of energy storage as a possible tool to facilitate interconnection) and smart inverters, DER interconnection issues (including the ability to more timely complete interconnection requests), the interaction between HCA and the 15/15 Rule set forth in Rule 3033,

unintentional islanding and potential mitigation options for unintentional islanding, and the scope and focus of solicitations for third-party pilot proposals.

32. The technical working group will be facilitated by an independent third-party who will be selected by the Company subject to conferral with Staff. Such independent third party's role will be to facilitate discussion amongst the stakeholders. Settling Parties agree that the independent facilitator will not make recommendations to the Commission, but will provide a report to the Commission summarizing the stakeholders' positions and proposals in the DSP docket. Stakeholders may file responses to the report filed by the independent facilitator. The Company may defer the costs of any third-party facilitator and for establishing, coordinating, and managing the technical working group and will be allowed recovery of these costs over a reasonable amortization period in a subsequent rate case.
33. Settling Parties agree to evaluate the effectiveness of the working group prior to the next DSP.

IX. DER Interconnection and Beneficial Electrification Upgrade Costs

34. The Company agrees to explore potential pilots or limited programs involving alternative means for funding transformer and secondary system upgrades required for residential and small commercial customer solar deployments. In exploring such potential pilots or limited programs, the Company shall seek to appropriately balance equity and cost impact to all customers.
35. The Company and Settling Parties agree to request the Commission to open a miscellaneous proceeding to investigate potential policy, program, and tariff changes

needed to further support state policy goals related to DER and beneficial electrification adoption.

X. Hosting Capacity Analysis and Secure Web Portal

36. The Company agrees to proceed with its updated roadmap and timeline for Hosting Capacity Analysis (“HCA”) and development of the Secure Web Portal, as depicted in Figure ZDP-SD-2 from Zachary Pollock’s Supplemental Direct Testimony. Specifically, the Company intends to provide the following with regard to HCA data:

36.1. **Release 1:** the Company intends to provide an update to its publicly available (i.e. not behind a secure web portal) HCA data and map by July 1, 2023. The Company will then update such data and maps on a quarterly basis thereafter within 10 business days of the start of each quarter. The Company shall also begin to provide confidential load capacity data on a confidential basis to persons executing NDAs. As the secure web portal will not yet be available, the Company will use alternative means to provide this confidential load capacity data (e.g. secure file transport protocol).

36.2. **Release 2:** by the close of 2023, the Company intends to make available detailed (i.e. non-blurred) hosting capacity maps through the Company’s secure web portal which will require an NDA to access. The detailed maps will then be updated on a quarterly basis to the secure web portal (which will continue to require an NDA to access), with each updated map provided within ten business days of the quarter’s end. The Company will continue to publish publicly available blurred maps in parallel that can continue to be accessed without an NDA.

37. The Company shall make reasonable efforts to update the publicly available, blurred HCA map by the end of 2022. (There is a risk with the holidays that this could be delayed).
38. The Company agrees to make reasonable efforts to publicly (i.e. not behind a secure web portal) provide tabular HCA data similar to that provided by Northern States Power (NSP) in Minnesota by the end of the year 2022.
39. The Company agrees to publicly (i.e. not behind a secure web portal) include a service territory boundary map as an overlay to its HCA map as it becomes available as stated in Company Witness Dave Mino's Rebuttal Testimony at page 27. The Company agrees to make reasonable efforts to complete this by the close of 2023.
40. The Company agrees to publicly (i.e. not behind a secure web portal) provide a monthly feeder DER queue report by end of Q1 2023, modeled after Northern State Power's Minnesota monthly queue report.
41. In future proceedings, the Settling Parties agree the security issues implicated by the contents of this Section X are a developing issue on both a local and national level. An additional filing to revisit these intentions based on that developing landscape may occur. In future proceedings the Settling Parties may make such recommendations as they deem appropriate with regard to what information should and should not be provided publicly and/or via the secure web portal, including in response to future developments.
42. The Company agrees to develop and implement a methodology for field verifying the accuracy of its HCA before the next DSP.

- 42.1. The Settling Parties agree that validation of HCA results will be limited to 5 spot checks and validation. The Settling Parties agree the Company may defer the costs of any third-party or staff augmentation used to support this validation process and will be allowed recovery of these costs over a reasonable amortization period in a subsequent rate case. The Company will report on the value of this validation process in the next DSP.
43. The Settling Parties agree that DER planning limits are necessary and reasonable in order to ensure the safe, reliable, resilient operation of the distribution system.

XI. Climate Risk and Resiliency

44. The Company agrees to hire a third-party consultant to help the Company further its use of data related to Climate Risks including extreme temperature, extreme winds, wildfires, drought, and floods that could be used to inform cost effective distribution investment decisions related to climate impacts. The Company will report on these efforts in the next Phase I DSP. The Settling Parties agree that the Company be allowed to defer the costs of this consulting engagement and shall be assured that recovery of such costs will be allowed in the subsequent electric rate case.
45. The Company agrees to incorporate flood plain data and wildfire risk data into its Geographic Information System that may help inform investment decisions.
46. The Company agrees to evaluate whether it could improve cost certainty and efficiency for customers who wish to underground service laterals by developing general cost guidelines. The Company agrees to provide an update on this issue in the next Phase I DSP.

47. The Company agrees to evaluate the possible expansion of fault location isolation and service restoration systems for the distribution system and provide an update in its next Phase I DSP.

XII. Cost Recovery / Treatment of Revenues

48. The Settling Parties agree that the Company be allowed to defer its Major Grid Distribution Project NWA costs for this DSP by placing them into a regulatory asset. The Company may then seek recovery in a future rate case (though not the one the Company plans to file in November, 2022). The issues of the prudence of such deferred costs, the appropriate amortization period, and whether or to what extent the Company may earn a rate of return on the deferral are reserved for consideration in that future rate case, and Settling Parties may take whatever positions they deem to be appropriate with regard to those issues in that future proceeding.
49. The Settling Parties agree that the Company shall not be subject to a Performance Incentive Mechanism in this DSP for implementing NWAs.
50. The Settling Parties agree that the Company be allowed to defer the costs of this proceeding in a non-interest-bearing regulatory asset and seek approval for recovery in a subsequent cost recovery proceeding. The prudence of the Company's expenditures shall be considered in the later proceeding.
- 50.1. The Settling Parties (and parties in various other proceedings) have taken contrasting positions as to whether the Commission should, as a general matter, approve interest-free deferrals for outside legal, consultant and hearing expenses in regulatory assets for consideration in future cost recovery proceedings. Accordingly, the Company agrees to present this issue for

resolution in its next rate case proceeding that is anticipated to be filed in November 2022.

51. The Settling Parties recognize that the Company will incur additional incremental costs as a result of the requirements provided for in this Term Sheet.

### XIII. Federal Funding

52. The Settling Parties acknowledge that the Infrastructure Investment and Jobs Act (“IIJA”) offers \$10.5 billion in competitive funding for grid modernization and resilience purposes, through the Grid Resilience and Innovation Partnerships (“GRIP”) program, which collectively refers to Sections 40101(c), 40103(b), and 40107 of the IIJA. In addition, the IIJA offers \$2.3 billion in formula funds for States and Tribes through the Grid Resilience Formula Grant Program, as specified in 40101(D) of the IIJA, which allows electric grid operators to be sub-grantees.<sup>1</sup>

- 52.1. The Settling Parties acknowledge that these funding opportunities provide an opportunity to invest in grid modernization technologies that can facilitate the achievement of the objectives of DSP in alignment with Rule 3526.

- 52.2. Prior to the expiration of such funding, the Company<sup>2</sup> agrees to make best reasonable efforts to obtain federal funding to support the evolution of the distribution grid if the federal funding opportunity and the Company’s plans are appropriately matched. The Company retains its sole discretion to determine specific project(s) for which it will apply, as well as the timing of such

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<sup>1</sup> <https://www.energy.gov/sites/default/files/2022-05/Grid-Resilience%2040101d%20Webinar%20Final%20%28web%29.pdf>

<sup>2</sup> All usages of “the Company” in Paragraph 14.a.ii also refer to its holding company and affiliates as related to the distribution grid in Public Service’s service territory.

application(s). The Company agrees to provide updates on its efforts related to this potential application in subsequent Phase I DSPs as applicable, including explanation of why the Company has not applied for such funding, as applicable.

53. The Company agrees not to oppose the request by WRA, CEO and UCA to the Commission seeking to open an M-docket on the topic of federal sources of funding for grid modernization investments.

#### XIV. DERMS

54. The Company agrees to continue developing its Distributed Energy Resource Management System (“DERMS”) roadmap so as to formulate use cases and associated requirements as well as the technical requirements, standards, and policy goals for the potential acquisition and deployment of DERMS. The Company agrees to present its proposed DERMS use cases, associated requirements, and the policy goals that DERMS would be used to advance in either the next Phase I DSP or prior to the next Phase I DSP in another appropriate docket in which stakeholders can provide input prior to any solicitation.
55. The Company is not seeking approval for DERMS or cost recovery for DERMS in this DSP, and the Settling Parties agree to reserve any issues that may require Commission approval with regard to DERMS solicitation, DERMS deployment, cost recovery for DERMS, or the interaction between a future DERMS and DER systems for resolution in future docket(s).

XV. Waivers and Variances

C. Waiver of Rule 3207(c)

56. Settling Parties recommend that the Commission grant the Company’s requested waiver from Rule 3207(c) for this DSP, as the report contemplated by that rule is duplicative of the DSP and the consideration of NWAs conducted as part of the DSP.

D. Waiver of Rule 3528(c)

57. Settling Parties recommend that the Commission grant the Company’s requested partial waiver of Rule 3528(c) so as to allow for Intervenor Comments 45 days after the filing of the IE report. Under the requested waiver, the following schedule would apply for Phase II:

**Table 1: Phase II Process Proposed Timeline**

<b>Milestone</b>	<b>Proposed Timeline</b>
Phase II DSP filed, including report provided for in this Settlement Agreement	120 days after final Phase I decision, pursuant to Rule 3528(c)(I)
IE Report filed	~30 days after filing of Phase II DSP
Phase II Initial Intervenor Comments on Phase II and the IE Report	~45 days after Phase II filing, 15 days after IE Report
All Parties’ Reply Comments	~15 days after Intervenor Comments
Commission Decision on Phase II	~3 months after the filing of all comments

E. Waiver Related to Secure Web Portal

58. Settling Parties recommend that the Commission grant the Company’s requested waiver from Rule 3541 and associated requirements so that the Company may implement the Secure Web Portal after securing Commission approval in this proceeding, as recommended in this Settlement Agreement, and then provide

information via the secure web portal once it has been implemented as provided for in Section 36.2. Specifically, this temporary waiver would be of Rules 3531(a)(II)(F), 3541(a), 3541(c)(I)-(II), and 3532(d)(I)(E).

XVI. Compliance Advice Letters

59. Settling Parties agree that Public Service should be permitted to file all necessary tariff changes to implement this Settlement Agreement and the Commission’s final decision issued in this Proceeding through one or more compliance advice letters on less than statutory notice to be filed after issuance of a final written decision in this Proceeding.

**GENERAL PROVISIONS**

60. 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.
61. 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.

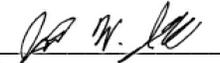
62. The discussions among the Settling Parties that produced this Settlement Agreement have been conducted in accordance with Rule 408 of the Colorado Rules of Evidence.
63. Nothing in this Settlement Agreement shall constitute a waiver by any Settling Party with respect to any matter not specifically addressed in this Settlement Agreement.
64. 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.
65. The Settling Parties do not believe any waiver or variance of Commission rules is required to effectuate this Settlement Agreement other than those specifically provided for, 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.

66. 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 Settling Parties which are not set forth in this Settlement Agreement.
67. 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.
68. There shall be no legal presumption that any specific Settling Party was the drafter of this Settlement Agreement.
69. 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 22<sup>nd</sup> day of November, 2022.

Agreed on behalf of:

PUBLIC SERVICE COMPANY OF COLORADO

By: 

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Agreed on behalf of:

TRIAL STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

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