

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

IN THE MATTER OF THE APPLICATION)
OF TRI-STATE GENERATION AND)
TRANSMISSION ASSOCIATION, INC.) PROCEEDING NO. 23A-0585E
FOR APPROVAL OF ITS 2023)
ELECTRIC RESOURCE PLAN)

UNOPPOSED COMPREHENSIVE SETTLEMENT AGREEMENT

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SECTION 1

INTRODUCTION AND IDENTIFICATION OF PARTIES

1.1. Settling Parties. This Unopposed Comprehensive Settlement Agreement (“Settlement Agreement” or “Agreement”) is filed on behalf of Tri-State Generation and Transmission Association, Inc. (“Tri-State”), Highline Electric Association (“Highline”), Poudre Valley Rural Electric Association, Inc. (“PVREA”), Y-W Electric Association, Inc. (“Y-W”), Interwest Energy Alliance (“Interwest”), Trial Staff of the Colorado Public Utilities Commission (“Staff”), The Office of the Utility Consumer Advocate (“UCA”), The Colorado Energy Office (“CEO”), Moffat County and the City of Craig, Colorado (together, the “Tier One Coal Transition Communities” or “Communities”), the Office of Just Transition (“OJT”), the Colorado Solar and Storage Association (“COSSA”) and Solar Energy Industries Association (“SEIA”), the Colorado Independent Energy Association (“CIEA”), Sierra Club and the Natural Resources Defense Council (together, the “Conservation Coalition”), and Western Resource Advocates (“WRA”) (each a “Settling Party” and collectively the “Settling Parties”).

1.2. Parties Not in Opposition. As represented in the Motion accompanying this Settlement Agreement, Big Horn Rural Electric Company, Carbon Power & Light, Inc., High West Energy Inc., Wheatland Rural Electric Association, Wyrulec Company, Inc., Niobrara Electric Association, High Plains Power, Inc., and Garland Light & Power Co. (collectively, the “Wyoming Cooperatives”); La Plata Electric Association (“LPEA”); Mountain Parks Electric, Inc. (“MPEI”);

White River Electric Association (“WREA”); K.C. Electric Association (“K.C.”); San Isabel Electric Association, Inc. (“SIEA”); and Southeast Colorado Power Association (“SECPA”) do not oppose the Settlement Agreement.

- 1.3. Resolution of Phase I of Tri-State’s 2023 Electric Resource Plan.** This Settlement Agreement resolves, among the Settling Parties, all of the issues that were actually raised or that could have been raised with respect to Tri-State’s Application (“Application”) for Approval of its 2023 Electric Resource Plan (“2023 ERP”). As more specifically described below, each of the Settling Parties agree that the compromise reached in this Settlement Agreement constitutes a just and reasonable resolution of Phase I of Tri-State’s 2023 ERP and that the Commission should issue a Phase I decision under Commission Rules 3605(g)(III) and 1408 adopting the Settlement Agreement in full without modification.

SECTION 2 RECITALS

- 2.1.** On December 1, 2023, Tri-State submitted to the Commission its Application, including Direct Testimony and Attachments (“Direct Testimony”), requesting approval of Tri-State’s 2023 ERP.
- 2.2.** Tri-State submitted Supplemental Direct Testimony and Attachments on April 22, 2024 (“Supplemental Direct Testimony”), which provided additional information pursuant to Decision No. R24-0080-I.
- 2.3.** On May 15, 2024, the APCD filed into this proceeding a Verification Report and supporting Verification Workbook (together, the “APCD Phase I Verification”)

verifying Tri-State's 2005 Baseline as well as the 2030 Emissions Reduction Projection.

- 2.4. On May 22, 2024, certain parties filed answer testimony.
- 2.5. On June 24, 2024, certain parties filed cross-answer testimony, and Tri-State filed rebuttal testimony.

SECTION 3 DEFINITIONS

- 3.1. **"2020 ERP Settlement Agreement"** means the settlement agreement resolving Phase I of Tri-State's 2020 ERP as approved by the Commission in Decision No. R22-0191.
- 3.2. **"Bid Policy"** means the bid policy described in Hearing Exhibit 111, Attachment SKH-7, Rev. 2.
- 3.3. **"CCS"** means carbon capture and storage.
- 3.4. **"CO₂"** means carbon dioxide.
- 3.5. **"COD"** means commercial operations date.
- 3.6. **"Commission"** means the Colorado Public Utilities Commission.
- 3.7. **"Communities"** means Moffat County and the City of Craig, also referred to as Tier One Coal Transition Communities in Proceeding No. 23A-0585E.
- 3.8. **"CT"** means a combustion turbine generating unit.
- 3.9. **"Craig 3"** means Unit 3 of Craig Station.
- 3.10. **"EPA GHG Rule"** means the New Source Performance Standards for Greenhouse Gas Emissions From New, Modified, and Reconstructed Fossil Fuel-Fired Electric Generating Units; Emission Guidelines for Greenhouse Gas Emissions From Existing Fossil Fuel-Fired Electric Generating Units; and

Repeal of the Affordable Clean Energy Rule, published in the Federal Register on May 9, 2024.

- 3.11. **“EWE Consultant Study”** means the study described in the Rebuttal Testimony of Brian L. Thompson at 10:7-15.
- 3.12. **“EWE Sensitivity”** means extreme weather event sensitivity, as further described in Section 4.8.
- 3.13. **“Final Phase II Decision”** means a final Commission decision addressing the merits of Phase II of this proceeding after the expiration of the applicable period in which the Commission will entertain requests for rehearing, reargument, or reconsideration.
- 3.14. **“New ERA Application”** means Tri-State’s application to the United States Department of Agriculture under the Empowering Rural America Program.
- 3.15. **“New ERA-Funded Projects”** means renewable and storage resources for which Tri-State is seeking New ERA funding.
- 3.16. **“NGCCS”** means a natural gas combined cycle generating unit with CCS.
- 3.17. **“Non-New-ERA Resources”** means renewable and storage resources for which Tri-State is not seeking New ERA funding.
- 3.18. **“Notification of Award”** means a final decision from USDA regarding Tri-State’s New ERA Application.
- 3.19. **“PTC”** means the federal production tax credit.
- 3.20. **“RAP”** means the resource acquisition period.
- 3.21. **“RICE”** means a Reciprocating Internal Combustion Engine generating unit.

- 3.22.** “RFP” means the Requests for Proposals (RFPs) Tri-State filed with its Direct Testimony and Supplemental Direct Testimony.
- 3.23.** “Preferred Plan” means the IRA Scenario as described in Tri-State’s Direct Testimony and Supplemental Direct Testimony.
- 3.24.** “Springerville 3” or “SPV 3” means Unit 3 of the Springerville Generating Station.
- 3.25.** “West End of Montrose County” includes all parts of Montrose County that are in the drainages of the San Miguel or Dolores Rivers but not in the drainages of the Uncompahgre or Gunnison Rivers, including but not limited to the municipalities of Nucla and Naturita.

SECTION 4

2023 ERP SETTLEMENT TERMS

- 4.1. Phase I Approvals.** The Settling Parties agree that Tri-State’s 2023 ERP should be approved pursuant to Commission Rule 3605(g)(III), subject to the terms of this Agreement, without modification.
- 4.2. Phase II RFPs.** The parties agree that the Commission should approve a Dispatchable RFP (the “Dispatchable RFP”), a Standalone Storage RFP, and a Renewable RFP in Phase I of the 2023 ERP for issuance in Phase II.
- 4.2.1. RFPs for resources that are included within Tri-State’s New ERA Application will retain specific geographic location, MW size, and technology type requirements with respect to those resources, subject to Sections 4.2.7, 4.2.8, and 4.2.9 below.
- 4.2.2. Tri-State will make the following changes to the terms regarding bid fees and bid security:

- 4.2.2.1. “Tri-State will make the following redline changes to the applicable paragraph of each RFP: ~~The Bid Security shall be in the amount of \$10,000 multiplied by the nameplate capacity rating (MW) of the project (\$10,000*[_ MW]) for bids advanced to modeling.~~ Bids selected in a the Phase II preferred portfolio or back-up bid portfolio will be required to submit additional financial security in the amount of ~~\$10,000~~40,000 multiplied by the nameplate capacity rating (MW) of the project (~~\$10,000~~40,000*[_ MW]), due within 21 days of Tri-State filing the Phase II ERP Implementation Report.”
- 4.2.2.2. Tri-State will make the following redline changes to the applicable paragraph of each RFP: “Bidders are required to submit a nonrefundable bid fee of \$10,000 for each project they submit. A bid fee is applicable to a proposal submittal containing a single project location, ~~of a single project size~~, at a single interconnection point, at a single interconnection voltage, and at a single bid price, ~~and for a single commercial operation date~~. Any other proposal submitted by the Bidder consisting of a different location, ~~size~~, interconnection location, or bid price ~~or discharge duration requires assessed~~ another bid fee. For example, if a Bidder submitted a proposal and desires to submit a second proposal of an alternative ~~project size and~~ bid price for the same location, and same interconnection location ~~and same storage duration~~, then a separate bid fee will be required for the second proposal.”
- 4.2.2.3. Tri-State will delete the first four rows in the “Conditions for Refund of Bid Security” tables in the RFPs pertaining to the Bid Security for bids advanced to modeling and update the tables to reflect Bids Security being refunded to back-up bids within six weeks of the Final Phase II Decision.
- 4.2.3. Tri-State will not impose geographic, technology type, or ownership structure (i.e., ownership vs. PPA) requirements within the Renewable and Storage RFPs for Non-New-ERA Resources.

- 4.2.4. The Renewable RFP will specify the following size range for Non-New-ERA resources: Minimum project size: 20 MW, Maximum project size: 350 MW.
- 4.2.5. The Storage RFP will specify the following size range for Non-New ERA resources:
 - 4.2.5.1. Short-Term Duration (4-20 hours): Minimum project size: 20 MW, Maximum project size: 200 MW.
 - 4.2.5.2. Long-Term Duration (20-100+ hours): Minimum project size: 20 MW, Maximum project size: 100 MW.
- 4.2.6. The Dispatchable RFP will be modified consistent with the following:
 - 4.2.6.1. The geographic location for gas plant bids (except gas tolling agreements) will be limited to Moffat County.
 - 4.2.6.2. For gas plant bids (except tolling agreements), no limits will be imposed on technology type or MW size except that the minimum project size for CT and RICE bids will be 40 MW and the maximum project size will be 200 MW.
 - 4.2.6.3. The RFP will reflect, consistent with section 4.4.4, that CTs will be modeled, based on applicable capacity factor categories, to meet the CO₂ emission rate and performance requirements identified in EPA GHG Rule.
 - 4.2.6.4. NGCCS resources will be required to have a nameplate capacity rating between 250 and 300 MW and a minimum

carbon capture rate, post-CCS, of 90% and otherwise meets the requirements of the EPA GHG Rule.

4.2.6.5. NGCCS bids will be required to separately identify operations and maintenance (“O&M”) costs pre- and post-CCS.

4.2.6.6. The RFP will solicit geothermal bids of 20 MW or greater in the western Colorado planning region.

4.2.6.7. The RFP will solicit gas plant tolling agreement bids within Tri-State’s Western Colorado planning region. The gas technology type and MW size will not be constrained for gas plant tolling agreement bids. The minimum term length will be seven years starting in 2028.

4.2.7. Within one week of receiving a Notification of Award from USDA regarding its New ERA Application, Tri-State will request a meeting with USDA to discuss location, size, ownership structure, and technology type flexibility for New ERA-Funded Projects. Tri-State will timely inform Settling Parties of the status of any notice of award, request for USDA meeting, and meeting schedule; and will timely file an informational notice with the Commission.

4.2.7.1. The Settling Parties support flexibility regarding location, size, ownership structure, and technology type for New ERA-Funded Projects to the extent allowed by USDA.

4.2.7.2. The Settling Parties agree to prepare a letter, subject to mutual agreement by all Settling Parties, in support of Section 4.2.7.1. Tri-State will submit the letter approved by all Settling Parties to USDA in advance of the meeting it requests under Section 4.2.7.

4.2.8. If USDA gives Tri-State guidance, subsequent to the filing of Settlement Testimony and at least 10 days prior to RFP issuance, regarding flexibility in technology, MW size, and/or geographic requirements, and PPA vs. ownership structure, for New ERA funded projects (“USDA Guidance”), Tri-State will modify the Phase II RFPs to address the USDA Guidance, to the extent it does not create New ERA funding risk.

4.2.9. Tri-State will informationally re-file any revised RFPs with the Commission and issue the RFPs to bidders within 10 days of receiving USDA Guidance. If RFPs are modified, Tri-State will also meet with the Settling Parties as described in Section 4.4.3 below.

4.2.10. Tri-State will file with the Commission revised RFPs, model PPAs, and/or any other revised or new exhibits necessary to effectuate Section 4.1 of this Agreement contemporaneously with its Settlement Testimony.

4.3. Phase II Portfolios. The parties agree that the Commission should approve only the following portfolios to be modeled by Tri-State in Phase II:

4.3.1. Tri-State’s Preferred Plan, or

- 4.3.1.1. If Tri-State receives USDA Guidance as described in Section 4.2.8, Tri-State will model the Preferred Plan with the maximum flexibility allowed by USDA with respect to technology type, ownership structure, MW size, or geographic location constraints for New ERA resources.
- 4.3.2. Tri-State's Preferred Plan, subject to the following modifications:
 - 4.3.2.1. Other gas plant technology types allowed (not limited to NGCCS).
 - 4.3.2.2. Gas plant COD not later than 2030.
- 4.3.3. Tri-State's Preferred Plan, subject to the following modifications:
 - 4.3.3.1. Any gas plant technology type allowed, but the model will not be required to select a gas resource(s).
 - 4.3.3.2. Any gas plant COD allowed.
 - 4.3.3.3. Removal of technology type, MW size, and geographic location constraints for non-New-ERA resources.
 - 4.3.3.4. Selection of bids for non-New-ERA resources and the dispatchable resource is subject to selection in the modeling.
- 4.3.4. Tri-State's Preferred Plan subject to the following modifications:
 - 4.3.4.1. Only tolling agreements allowed for gas resource(s), and the model will not be required to select a gas resource(s).
 - 4.3.4.2. Removal of technology type, MW size, and geographic location constraints for non-New-ERA resources.

- 4.3.4.3. Selection of bids for non-New ERA resources and the dispatchable resource is subject to selection in the modeling.
- 4.3.5. An unconstrained portfolio that allows all resources to be selected by the model. No technology type or geographic constraints will be imposed and no New ERA funding will be assumed. The model will not be required to select a gas resource(s). The portfolio will be modeled with the minimum emissions reduction targets identified in the 2020 ERP Settlement Agreement at Sections 3.3.4. and 3.3.5. and approved 2023 ERP Phase I unit retirements. The portfolio will also be modeled to reflect the outcome of the discussion identified in Section 4.6.1 below, if applicable.
- 4.3.6. Optional Tri-State Portfolio. Tri-State reserves its right to model an additional portfolio of its choosing, if necessary.
- 4.3.7. Contingent No New Gas Portfolio. If all of the other portfolios modeled select new gas during the RAP period, Tri-State agrees to also model a portfolio with the base modeling assumptions of the portfolio described in Section 4.3.4 above, but where no new gas is allowed. .
- 4.3.8. Renewable Back-up Bids.
- 4.3.9. Standalone Storage Back-up Bids.
- 4.3.10. Gas Plant Back-up Bids

4.4. Phase II Portfolio Modeling.

- 4.4.1. For each of the portfolios modeled pursuant to Section 4.3, Tri-State will model an EWE Sensitivity.
- 4.4.2. For the portfolio Tri-State identifies in its Phase II Implementation Report as its preferred portfolio, Tri-State will also model the portfolio with the bid modeling assumptions described in Section 5.4.1 applied. Tri-State will explain the results of this portfolio analysis against the results of its preferred portfolio in the Phase II Implementation Report.
- 4.4.3. If Tri-State receives USDA Guidance as described in Section 4.2.8 above prior to RFP issuance, Tri-State will convene a meeting with Settling Parties to discuss whether modification to the Portfolios described in Sections 4.3.1, 4.3.2, 4.3.3, and 4.3.4 above is needed and discuss whether or not it is necessary to present two present value revenue requirements amounts—one with New ERA funding and one without—for the base dispatch of the portfolios identified in Sections 4.3.1, 4.3.2, 4.3.3, or 4.3.4, and 4.3.7 above in the Phase II Implementation Report.
- 4.4.4. In all portfolios, CTs will be modeled, based on applicable capacity factor categories, to meet the CO₂ emission rate and performance requirements identified in the EPA GHG Rule.
- 4.4.5. Tri-State will update NGCCS modeling assumptions in the Phase II of the 2023 ERP to:

- 4.4.5.1. Correct the modeling of CCS PTCs for the first 12 years of the project, in alignment with 26 U.S.C. § 45Q.
- 4.4.5.2. Model CCS auxiliary power use based upon Phase II bids.
- 4.4.5.3. Model the carbon capture rate based upon Phase II bids.
- 4.4.6. Gas useful life. Tri-State will update modeling assumptions for non-tolling agreement gas plant bids in Phase II of the 2023 ERP to have a useful life no later than 2050.
- 4.4.7. Tri-State agrees to allow each 2023 ERP Phase II Portfolio at least 24 hours of EnCompass runtime. Tri-State agrees to strive for a zero Mixed Integer Programming (“MIP”) Stop Basis for all 2023 ERP Phase II Portfolios but will increase EnCompass runtime up to an additional 24 hours if necessary to achieve at least a 5% MIP Stop Basis for all Portfolios. Tri-State will describe EnCompass settings and any variations in MIP Stop Basis outcomes between Portfolios, including any failure of runs to achieve at least a 5% MIP Stop Basis after 48 hours, in its Phase II Implementation Report.
- 4.4.8. For the first portfolio modeled for Phase II of the 2023 ERP, Tri-State will perform two separate EnCompass runs, the first run for 48 hours and the second run for 60 hours, and share only the MIP Stop Basis results and EnCompass performance settings for each runtime with Commission Staff. Tri-State and Commission Staff will timely determine minimum EnCompass runtime for the remaining Phase II portfolios based upon the results.

4.5. Phase II Bid Interconnections. Bids for 2026 or 2027 CODs will be required to have an established generator interconnection queue position. Bids selected in the approved preferred portfolio for CODs in the 2028-2031 timeframe that do not already have a generator interconnection queue position will be entered into the Tri-State generator interconnection queue via a Tri-State initiated Resource Solicitation Cluster request.

4.5.1. Tri-State agrees to update Attachment RJH-6 (Hearing Exhibit 107), Tri-State's Interconnection Capacity Map, prior to issuance of Phase II RFPs and make the map available to bidders. Tri-State will provide six versions of the map, one for each year of the RAP.

4.6. Phase I Unit Retirements. The Settling Parties agree that the Commission should approve a Craig 3 retirement date of January 1, 2028. The Settling Parties agree that the Commission should approve a Springerville 3 retirement date of September 15, 2031 subject to New ERA funding award as requested from USDA and successful Tri-State negotiation of contractual agreements impacted by the unit's retirement.

4.6.1. The Settling Parties agree to convene a meeting to discuss the modeling of SPV 3 in Phase II portfolios if New ERA funding is not awarded in connection with the early retirement of SPV 3. If New ERA funding is not so awarded for SPV 3, Tri-State agrees to update common facilities costs for SPV 3 and model the cost of any applicable federal environmental compliance obligations for SPV 3 for Phase II modeling.

4.7. Phase II Non-Price Factor Bid Evaluation. For Phase II of the 2023 ERP:

4.7.1. Tri-State will make information available to bidders regarding assumptions for use of surplus interconnection service at Tri-State owned facilities and regarding each of the listed non-price factors in Table 2 of the Bid Policy; and to the extent available, describe how the different categories will be weighted.

4.7.2. In its 2027 ERP, Tri-State will include a numeric framework for its non-price factor analysis and provide a scoring sheet as part of its direct filing in Phase I.

4.7.3. The “land use considerations” subfactor included in the Community Stewardship non-price factor category will be addressed as follows:

4.7.3.1. Tri-State agrees not to use a “per acre capacity and energy” metric to evaluate bids.

4.7.3.2. Tri-State will amend the “Development and Siting Status” in the narrative topics requested from bidders in each of its RFP documents to address Community Stewardship, Tribal Consultation, and Land Use considerations, as follows:

Development and Siting Status – Bidders shall provide a thorough description of the development status of its proposed project. The information provided ~~should~~ must include status of the following:

- Site, Zoning and Construction Permitting - Include the size of the project in acres, any zoning restrictions that would impact development or use of the facility, community engagement, and impacts to any Disproportionately Impacted (DI) Communities

- Environmental Assessments and Studies, including any environmental justice assessments, tribal consultations, or wildlife surveys, and/or plans to conduct such assessments, consultations, or surveys
- Emissions and Environmental Permitting
- Regulatory and Governmental Approvals
- Compliance with DOD Siting Clearinghouse procedures / registration for wind facilities
- Engineering and Design Activities
- Resource Acquisitions (i.e., land, equipment such as wind turbines or solar modules, inverters, etc.). Proof of equipment supply is viewed favorably
- Key Equipment Procurement and Construction Status
- Project Schedule and Milestones - include construction start through commercial operation date
- Project retirement / decommissioning plan

4.8. Extreme Weather Event (EWE) Modeling. The Settling Parties agree the Commission should approve Tri-State's Phase I EWE modeling for purposes of this proceeding, subject to the terms of this section. For Phase II of the 2023 ERP, the Settling Parties agree:

4.8.1. Tri-State will model EWE Sensitivity for each of the Phase II Portfolios in the dispatch only, without informing the expansion plan of the EWE modeling parameters. Tri-State will separately report EWE Sensitivity results for each Phase II Portfolio.

4.8.1.1. If any of the Phase II Portfolio EWE Sensitivity dispatch results fail to meet Level II reliability criteria, Tri-State will

remodel the failed Portfolio by informing the expansion plan of the EWE modeling parameters. Tri-State will inform the Settling Parties of this occurrence at the time and describe the failure and remodeling in the Phase II Implementation Report.

- 4.8.2. Tri-State's Level I Reliability Metrics will measure and report the performance of expansion plan and base dispatch of each Phase II Portfolio. Tri-State will also measure and report the performance of the expansion plan and EWE dispatch of each Phase II Portfolio. Settling Parties agree that Phase II Portfolios must meet Level I Reliability Metrics for all years of the Resource Planning Period ("RPP"). Tri-State's Level II Reliability Metrics, as identified in Phase I of the 2023 ERP, will measure the performance of the EWE dispatch for each of the Phase II Portfolios for the entire RPP. Settling Parties agree that Phase II Portfolios must meet Level II Reliability Metrics for all years of the RPP. The Settling Parties retain their rights in Phase II of the 2023 ERP to evaluate the EWE results and reliability metrics and take any position on the modeling.
- 4.8.3. The Settling Parties acknowledge that Tri-State's EWE modeling approach will be informed by the results of the EWE Consultant Study. As a result of the EWE Consultant Study, Tri-State will consider potential modification to its EWE modeling approach to add an additional EWE period to identify correlated events that may

create high risk conditions other than extreme weather. Tri-State agrees to hold at least one meeting with Settling Parties prior to beginning Phase II modeling to discuss the results of the Study and define its approach to the additional correlated event.

4.9. Demand Response. Tri-State agrees to the following terms related to demand response:

4.9.1. Tri-State will aim to control at least 5.5% of Tri-State's Colorado peak load through demand response programs by 2030. The 2030 DR Target does not modify Section 3.11.8. of the 2020 ERP Settlement Agreement which set a DR target for 2025.

4.9.2. In Phase II of the 2023 ERP, Tri-State will model in-house demand response offerings in Colorado by 2030 that are designed to control at least 5.5% of Tri-State's Colorado peak load.

4.9.3. As part of Tri-State's 2027 ERP, the Company will provide an updated demand response potential study.

4.10. Phase II Implementation Report. Tri-State's 2023 ERP Phase II Implementation Report will include, at a minimum, the items listed in Hrg. Ex. 101, Attachment LKT-3, and the items or modifications listed below:

4.10.1. Annual emissions in short tons.

4.10.2. A map of all Phase II bids against an overlay of the EnviroScreen data layer that identifies Disproportionately Impacted Communities;

4.10.3. For any gas resource bids advanced to Phase II modeling, Tri-State will include on a HIGHLY CONFIDENTIAL basis a copy of the

technical specifications submitted by the bidder(s), including emissions related information.

4.10.4. Identification of any bids located in Moffat County or the West End of Montrose County.

4.10.5. For each bid located in Moffat County or the West End of Montrose County:

4.10.5.1. An estimate of the annual property tax expected to be paid to the associated county for bids selected in one of the Phase II portfolios.

4.10.5.2. An explanation of why a bid is not advanced to Phase II modeling, if applicable.

4.11. Post-Phase II Transmission Injection Study. Tri-State will conduct an Injection Study after completion of the 2023 ERP Phase II process, and share the final Study with the Settling Parties within 120 days of the Final Phase II Decision. The study will model the anticipated transmission system in 2031, reflecting known planned transmission construction and generation retirements, as well as identified Phase II portfolio projects.

4.12. 2027 ERP.

4.12.1. Tri-State will use the Phase II bids that pass bid evaluation in this ERP as inputs for informing Tri-State's 2027 ERP generic resource assumptions used in Phase I modeling.

4.12.2. Tri-State agrees to reflect applicable federal environmental compliance obligations in 2027 ERP Phase I modeling, including for

any jointly owned units where Tri-State's share of the cost of applicable federal environmental compliance obligations is known at least three months prior to beginning 2027 ERP Phase I scenario modeling.

- 4.12.3. Tri-State agrees that beginning with its first ERP Annual Progress Report ("APR") following the 2027 ERP filing, it will include in subsequent APRs for five years thereafter information on opportunities for Colorado stakeholder participation in SPP regional transmission organization ("RTO") decision-making processes and RTO impacts to resource adequacy determination, including any changes to load forecast development, planning reserve margin setting, and seams coordination with adjoining non-RTO entities.
- 4.12.4. Tri-State will model its 2027 ERP Phase II preferred portfolio with and without the bid modeling assumptions described in Section 5.4.1 applied. Tri-State will explain the results of this portfolio analysis against the results of its preferred portfolio in the 2027 ERP Phase II Implementation Report.

SECTION 5 COMMUNITY ASSISTANCE

- 5.1. This section pertains to specific agreements between Tri-State and the Communities regarding community assistance.
- 5.2. **Direct Benefit.** Tri-State agrees to provide a direct benefit of community assistance of \$5.5M per year to be paid in years 2026 through 2029 into an

economic development fund established and administered by the Communities, to reflect impact of the earlier closure of Craig 3.

5.3. Gas Plant. Tri-State will, in Phase II of its ERP, solicit bids for a gas plant within Moffat County.

5.3.1. The Communities and Tri-State agree that the property tax and labor benefits of a potential dispatchable resource procured in Phase II of the 2023 ERP would add value to the Communities. The Communities and Tri-State agree that the Commission should approve procurement of any gas plant sited in Moffat County selected in Tri-State's preferred portfolio in Phase II of the 2023 ERP.

5.3.2. Tri-State and the Communities agree that Tri-State's 2023 ERP Phase I modeling identified the need for a gas plant in western Colorado with potential to be sited within Moffat County. Tri-State and the Communities agree that the size and type of gas plant, if selected in portfolio modeling, will be determined through the 2023 ERP Phase II procurement and modeling and gas plant build proposals will be limited to Moffat County to align with Tri-State's siting study results.

5.3.3. The Communities agree that no additional Certificate of Public Convenience and Necessity ("CPCN") or other Commission authorization should be required with respect to the gas plant, if selected and approved in Phase II of the 2023 ERP. Notwithstanding the above, the Communities recognize the Commission may require

Tri-State to file a CPCN or obtain additional approval(s) regarding the gas plant, in which case the Communities agree to support such approvals through public comments and/or participation before the Commission. Tri-State agrees to provide reasonable notice to the Communities; and drafting and/or administrative support for the Communities' filings.¹

5.3.4. The Communities agree to reasonably provide letters of support, as may be requested by Tri-State, in connection with any additional state or federal governmental approvals required for Tri-State to permit, site, construct, or operate a gas plant in Moffat County. Tri-State agrees to provide reasonable notice to the Communities regarding requests for letters of support and will also provide drafting and/or administrative support for the Communities' filings.² The Communities reserve their right to request and advocate for reasonable modifications to the gas plant design and operations, provided that such requests and advocacy do not constitute opposition to the gas plant overall. The Communities agree to engage in good faith discussions with Tri-State to resolve any potential concerns while maintaining their overall support in connection with any gas plant described in this section.

5.3.5. Tri-State agrees to make certain minimum backstop payments ("Minimum Backstop Payments") to an economic development fund

¹ Tri-State's assistance is at the option of the Communities, who will control the final content of any filings.

² Tri-State's assistance is at the option of the Communities, who will control the final content of any filings.

designated by the Communities as set forth below, subject to offsets for tax revenue as described in section 5.3.6 and 5.3.7 below.

Tax Year ³	Minimum Backstop Payment
2028	\$ 7,000,000
2029	\$ 7,000,000
2030	\$ 7,000,000
2031	\$ 7,000,000
2032	\$ 5,000,000
2033	\$ 4,000,000
2034	\$ 3,000,000
2035	\$ 3,000,000
2036	\$ 2,000,000
2037	\$ 2,000,000
2038	\$ 1,000,000

5.3.6. The Minimum Backstop Payment for each applicable year will be reduced by the amount of property tax revenue received by the Communities attributable to:

5.3.6.1. Tri-State’s share of Craig Station and Axial Basin Solar resources sited in Moffat County;

5.3.6.2. Tri-State’s share of any new electric generation or storage resources sited in Moffat County that are either owned by Tri-State or for which Tri-State has a contractual right to some or all of the output;

5.3.6.3. Tri-State’s proportional share of other new facilities or businesses owned by Tri-State, a Tri-State subsidiary, or

³ Payments would be issued in January in the year of the tax year payment. For example, 2028 tax year payments would be due in April and June of 2030; so the 2028 tax year minimum backstop payment, if applicable, would be paid to Moffat County in January 2030.

in which Tri-State is an investor, located in Moffat County, if Tri-State and the Communities agree in advance that such facilities or businesses should be sited in Moffat County;⁴ and

5.3.7. The Minimum Backstop Payment for each applicable year may also be reduced by the amount of property tax revenue received by the Communities attributable to:

5.3.7.1. Federal or state grant funds for the benefit of the Communities, provided that: Such grant funds will offset the Minimum Backstop Payment for a particular year only if Tri-State and the Communities agree in advance in writing that Tri-State or its agents should seek, or assist the Communities in seeking such funds.

5.3.7.2. Any other item on which Tri-State and the Communities agree in advance in writing.

5.4. Resource Bids Located in Moffat County.

5.4.1. In the 2023 and 2027 ERP Phase II bid evaluations and modeling processes, Tri-State will apply a \$1/MWh price improvement over the life of the proposed project or contract in the evaluation and modeling of bids located in Moffat County. This evaluation will be applied only to the 2023 ERP Phase II preferred portfolio as described in Section 4.4.2. The price improvement will be provided for evaluation

⁴ Other facilities would include any Tri-State owned facilities that pay property tax such as maintenance facilities or other business facilities.

purposes only and will not apply to the actual price at which the resource is acquired. This evaluation will be applied only to the 2027 ERP Phase II preferred portfolio as described in Section 4.12.4.

5.4.2. As additional resources located in Moffat County are pursued in Tri-State's 2023 ERP Phase II, 2027 ERP Phase I and II processes, or any interim resource procurement process, the Communities agree to reasonably provide letters of support, as may be requested by Tri-State, in connection with any additional state or federal governmental approvals required for Tri-State to permit, site, construct, or operate the resources. Tri-State agrees to provide reasonable notice to the Communities regarding requests for letters of support and will also provide drafting and/or administrative support for the Communities' filings.⁵ The Communities reserve their right to request and advocate for reasonable modifications to resource design and operations to address any concerns that may arise, provided that such requests and advocacy do not constitute opposition to the resource overall. The Communities agree to engage in good faith discussions with Tri-State to resolve any concerns while maintaining their overall support in connection with any resource described in this section.

5.4.3. The Communities specifically agree to actively advocate for Commission approval of any bids in Moffat County selected as part of Tri-State's preferred portfolio in Phase II of Tri-State's 2027 ERP.

⁵ Tri-State's assistance is at the option of the Communities, who will control the final content of any filings.

This advocacy includes, but is not limited to, filing Comments and Reply Comments in response to Tri-State's Implementation Report. Tri-State agrees to provide notice to the Communities; and provide drafting and/or administrative support for the Communities' filings. The Communities reserve their right to request and advocate for reasonable modifications to resource design and operations to address any concerns that may arise with respect to resources to be sited in Moffat County, provided that such requests and advocacy do not constitute opposition to the resource overall. The Communities agree to engage in good faith discussions with Tri-State to resolve any concerns while maintaining their overall support in connection with any resource described in this section.

5.5. Water Rights. Within six months of retirement of all three units of Craig Station, Tri-State will transfer to Moffat County, upon consent of the Colorado River Water Conservation District ("CRWCD"), at no cost, storage water rights from Elkhead Reservoir, Second Enlargement (originally decreed in 02CW106) in an amount sufficient for the augmentation plan that is approved in Case No. 23CW3025 (the "Water Rights") as determined by the Colorado Division of Water Resources and/or the Division 6 Water Court.

5.5.1. Tri-State and Moffat County acknowledge that transfer of Tri-State's Water Rights requires the consent of the CRWCD. Tri-State and Moffat County will cooperate to seek such consent on acceptable terms.

- 5.5.2. The parties agree that the transfer of Water Rights to Moffat County is in the public interest and that no additional Commission authorization should be required. Notwithstanding the above, the parties recognize the Commission may require Tri-State and Moffat County to file certain information or obtain additional approval(s) regarding the transfer of the Water Rights, in which case the parties agree to reasonably support such approvals through public comments and/or participation before the Commission.
- 5.5.3. Moffat County agrees to not file a Statement of Opposition to any application filed by Tri-State under C.R.S. § 37-92-305(3)(f)(I) regarding its historical consumptive use of water, provided that Moffat County reserves its right to challenge the amount of Tri-State's historical consumptive use if it reasonably believes such amount is not accurate and that Moffat County's decreed water rights would be injured by the application.
- 5.6. Workforce Transition Plan.** Tri-State will provide an annual update to the workforce transition plan for Craig Station to Moffat County and the City of Craig by June 1, 2025, June 1, 2026, and June 1, 2027. Tri-State will also provide an informational copy of the plan to the Colorado Office of Just Transition. In the event Tri-State makes a significant workforce decision, (i.e. job separation due to closure, remediation plan which impacts employees, etc.), Tri-State will directly communicate such plans with the Communities designees and the OJT within a reasonable time period.

- 5.6.1. If a gas plant bid in Moffat County is selected in the Commission-approved preferred portfolio in Phase II of the 2023 ERP, the refreshed workforce transition plan will address Tri-State's efforts to transition existing Craig Station workforce to positions at the gas plant.
- 5.7. Outreach and Coordination.** Tri-State's External Affairs team will meet with Moffat County and the City of Craig twice annually between 2025 and 2028, totaling no less than eight meetings during the period leading to the Craig Station closure. A Tri-State executive will attend at least one of the meetings each year. The meetings will occur in Craig, Colorado at a date/time of mutual convenience to Tri-State, Moffat County, and the City of Craig.
- 5.7.1. Tri-State will work with the Communities to identify opportunities where Tri-State's assets can be utilized to facilitate development in Moffat County while also bringing benefits to Tri-State's Member Systems. This may include leasing land to businesses/developers, developing new projects, granting rights of way, or other actions.
- 5.7.2. Following conclusion of Phase II of the 2023 ERP, Tri-State will request at least three meetings with the Yampa Partners on behalf of Moffat County and the City of Craig, to occur at a time of mutual convenience between July 1, 2025 and June 30, 2026. Tri-State will attend and facilitate the discussion. Tri-State's CEO and Board Chairman will participate in at least one of the meetings and Tri-State will request executive participation from each of the Yampa Partners

at the meeting. Tri-State will encourage the Yampa Partners to consider locating future resources in Moffat County and partnering with the Communities to enable economic development.

5.8. Approval of Preferred Plan. Tri-State and the Communities agree that Tri-State's Preferred Plan should be adopted as proposed, except as modified by this Agreement.

5.9. Entire Agreement Regarding Community Assistance, and Just Transition. Tri-State and the Communities agree that the substantive terms in this Section 5 are in the public interest and represent a full and fair resolution of all the issues that were actually raised or could have been raised by the Communities with respect to Phase I of Tri-State's 2023 ERP. Tri-State and the Communities further agree that the terms set out above constitute the entire agreement between them regarding community assistance, just transition, and any similar issues for Craig Station. The Communities agree to seek no further community assistance, or just transition benefits from Tri-State in the future, whatsoever, whether monetary or otherwise, and whether through legislative, regulatory, judicial, or other means. Further, except as necessary to enforce this Agreement, Tri-State and the Communities agree not to take positions before a regulatory body, court, legislative body, or through discussions or communications with others that are inconsistent with the terms set forth herein.

5.10. Workforce Transition. The Settling Parties agree that the Communities do not have the legal authority to negotiate a workforce transition plan on behalf of Tri-

State employees. The parties acknowledge that any workforce transition responsibilities subject to this Agreement are limited to the reporting of workforce transition issues as provided in Section 5.6. Notwithstanding the provisions contained herein, the Communities agree to seek no further workforce transition benefits from Tri-State in the future, whatsoever, whether monetary or otherwise, and whether through legislative, regulatory, judicial, or other means. Further, except as necessary to enforce this Agreement, Tri-State and the Communities agree not to take positions on workforce transition reporting before a regulatory body, court, legislative body, or through discussions or communications with others that are inconsistent with the terms set forth herein.

5.11. Miscellaneous Terms Specific to Section 5.

- 5.11.1. Tri-State and the Communities each specifically reserve their rights to enforce this Section 5 before the Commission or a court of competent jurisdiction.
- 5.11.2. If a dispute arises out of or relates to this Section 5 or the alleged breach thereof, and if the dispute is not settled through negotiation, Tri-State and the Communities agree first to attempt in good faith to settle the dispute by mediation within thirty (30) days before resorting to: (a) some other mutually agreeable dispute resolution procedure or (b) litigation. The mediation process shall be confidential based upon terms acceptable to the mediator.

- 5.11.3. All matters relating to the interpretation, construction, validity and enforcement of this Section 5 shall be governed by the laws of the State of Colorado, without giving effect to any choice of law provisions thereof.
- 5.11.4. The provisions of this Section 5 shall be binding upon and inure to the benefit of Tri-State and the Communities and their respective successors.

SECTION 6

GENERAL TERMS AND CONDITIONS

- 6.1.** 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.
- 6.2.** 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 without hearing.

- 6.3.** 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.
- 6.4.** 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.
- 6.5.** The Settling Parties agree to support, or not oppose, all aspects of the Settlement Agreement embodied in this document, including 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.
- 6.6.** The Settling Parties do not believe any 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.
- 6.7.** 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 that are not set forth in this Settlement Agreement. This Settlement Agreement may be modified by the Settling Parties, subject to Commission approval, only if the modification is agreed to by all Settling Parties in writing.
- 6.8.** 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 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.
- 6.9.** There shall be no legal presumption that any specific Settling Party was the drafter of this Settlement Agreement.
- 6.10.** 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.

IN WITNESS WHEREOF, the Settling Parties have executed this
COMPREHENSIVE SETTLEMENT AGREEMENT as of this 27th day of June, 2024.

[Signature pages follow]

Agreed on behalf of:

**TRI-STATE GENERATION AND
TRANSMISSION ASSOCIATION, INC.**

By: *Duane Highley*

Name: Duane Highley

Its: Chief Executive Officer

Approved as to form:

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Agreed on behalf of:

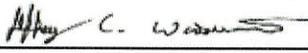
Highline Electric Association

By: Dennis E. Herman

Name: Dennis E. Herman

Its: General Manager

**POUDRE VALLEY RURAL ELECTRIC
ASSOCIATION, INC.**

By: 

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Approved as to form:

STARR & WESTBROOK, P.C.

By: 

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Agreed on behalf of:

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By: Trent Loutensock

Name: Trent Loutensock

Its: General Manager

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APPROVED AS TO FORM

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Attorney for the Utility Consumer Advocate

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OFFICE OF THE UTILITY CONSUMER
ADVOCATE

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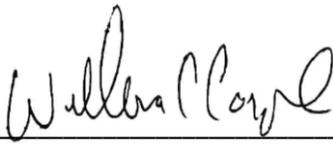
**ATTORNEYS FOR MOFFAT COUNTY
AND THE CITY OF CRAIG, COLORADO**

Agreed on behalf of:

COLORADO OFFICE OF JUST TRANSITION

By: Wade Buchanan
Wade Buchanan, Director

COLORADO INDEPENDENT ENERGY ASSOCIATION

By: _____

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