

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

IN THE MATTER OF ADVICE LETTER NO. 1835  
ELECTRIC FILED BY PUBLIC SERVICE  
COMPANY OF COLORADO TO REVISE ITS  
COLORADO P.U.C. NO. 8 – ELECTRIC TARIFF  
TO ELIMINATE THE CURRENTLY EFFECTIVE  
GENERAL RATE SCHEDULE ADJUSTMENTS  
("GRSA") AND GENERAL RATE SCHEDULE  
ADJUSTMENT – ENERGY ("GRSA-E"), AND  
PLACE INTO EFFECT REVISED BASE RATES  
AND OTHER AFFECTED CHARGES FOR ALL  
ELECTRIC RATE SCHEDULES IN THE  
COMPANY'S ELECTRIC TARIFF, INCLUDING  
UPDATED ELECTRIC AFFORDABILITY  
PROGRAM ("EAP"), LOAD METER, AND  
PRODUCTION METER CHARGES TO BECOME  
EFFECTIVE NOVEMBER 19, 2020.

Proceeding No. 20AL-0432E

**UNOPPOSED AND COMPREHENSIVE STIPULATION AND SETTLEMENT  
AGREEMENT REGARDING STREET LIGHTS**

This Unopposed and Comprehensive Stipulation and Settlement Agreement Regarding Street Lights ("Settlement Agreement") is entered into by and between Public Service Company of Colorado ("Public Service" or the "Company"), the City of Boulder ("Boulder"), and the Cities of Arvada, Aurora, Centennial, and Thornton, the Towns of Erie and Windsor, and the Colorado Communications and Utility Alliance (collectively, the "Local Governments") (each a "Settling Party" and collectively the "Settling Parties") to resolve all issues which were or could have been raised by the Settling Parties regarding street lighting issues in this proceeding.

The Settling Parties have been authorized to state the following regarding the positions of all other parties on this Stipulation.

- Staff of the Colorado Public Utilities Commission, the City and County of Denver, the Colorado Energy Consumers, Climax Molybdenum Company, the Colorado Office of Consumer Counsel, the Colorado Solar and Storage Association and Solar Energy Industry Association, Energy Outreach Colorado, the Federal Executive Agencies, the Kroger Co., on behalf of its King Soopers and City Market Divisions, Molson Coors Beverage Company, the Southwestern Energy Efficiency Project, Vote Solar, and Walmart, Inc. take no position regarding this Settlement Agreement, and therefore the Settlement Agreement is unopposed.

This Settlement Agreement does not address any issues in this proceeding other than street lighting issues, as expressly noted below.

### **Procedural Background**

1. On October 19, 2020, Public Service initiated this Phase II Electric Rate Case by filing Advice Letter No. 1835 – Electric, which was subsequently amended on January 8, 2021.
2. Through Decision Nos. R20-0887-I, R20-0922-I, and R21-0014-I Administrative Law Judge Steven H. Denman acknowledged certain interventions of right and granted permissive interventions in this proceeding, which established the parties to this proceeding, including the Settling Parties.
3. Decision No. R20-0922-I adopted the consensus procedural schedule proposed by the parties, which included deadlines for filing Answer Testimony and Rebuttal and Cross-

Answer Testimony regarding Public Service’s class cost allocation, revenue allocation, and rate design proposals.

4. Other than rates for street lighting, the Company’s Advice Letter initiating this proceeding and the Company’s accompanying Direct Testimony did not address street lighting issues.

5. As relevant to this Stipulation, on March 8, 2021, the Local Governments filed Answer Testimony of three witnesses, Wyatt Peterson, Jason Tanko, and Bruce Ibbitson, relating to the separation from the Company’s system of street lights acquired by municipalities, and certain provisions in the Company’s Colo. PUC No. 8 Electric Tariff (“Tariff”) relating to separation of street lights from the Company’s system, specifically the Energy Only Street Lighting Service Tariff (“Schedule ESL”) and Street Lighting Rules and Regulations.

6. On April 7, 2021, again as relevant to this Stipulation, the Company filed the Rebuttal Testimony of Travis N. Johnson and several other witnesses addressing the street lighting issues raised by the Local Governments’ witnesses in their Answer Testimony. In addition, Boulder filed the Cross-Answer Testimony of Lex Telischak addressing the street lighting issues raised by the Local Governments’ witnesses in their Answer Testimony.

7. After Cross-Answer and Rebuttal Testimony was filed, and all of the parties’ positions regarding street lighting issues were known, the Company and the Local Governments subsequently engaged in settlement discussions to see if they could resolve the disputed issues regarding the separation of street lights from the Company’s system, and the Company’s Tariff provisions pertaining to same. Those discussions ultimately proved to be productive, and the Company and the Local Governments reached an agreement in principle and offered Boulder the

opportunity to join. With Boulder joining, the Settling Parties have reached an agreement to fully resolve the street lighting issues raised in this proceeding.

### **Settlement Terms and Conditions**

8. The Settling Parties agree that the Commission should approve this Settlement Agreement to resolve all issues regarding street lighting issues that were or could have been raised by the Settling Parties in this proceeding (the “Settled Issues”). This Settlement Agreement, if approved by the Commission, will result in a compliance advice letter tariff filing revising certain provisions of the Company’s Tariff pertaining to street lights, as shown in Attachment A to this Settlement Agreement (“Revised Tariff Sheets”). The Settling Parties have each reviewed the Revised Tariff Sheets and confirm that the Revised Tariff Sheets would appropriately and accurately implement the agreement of the Settling Parties as set forth in this Settlement Agreement:

- a. The Settling Parties agree that the Company’s Tariff should be revised as reflected in the Revised Tariff Sheets provided as Attachment A. Assuming that the Commission approves this Settlement Agreement, the Company will, within 30 days from the final Commission Decision in the proceeding, make a compliance advice letter tariff filing consistent with Attachment A.
- b. As set forth in Attachment A, the Company’s Tariff provisions related to service under Schedule ESL will be revised, subject to Commission approval, to provide that for any Company-owned street lights acquired by a customer, the lighting conductors serving such street lights will remain considered to be part of such street lights, and must be acquired by the customer acquiring the street lights.
- c. As set forth in Attachment A, the Company’s Tariff provisions relating to service under Schedule ESL will be revised, subject to Commission approval, to provide

that for any new street lights installed by a customer and served under Schedule ESL, whether new build by customer, replacement of any existing customer-owned street light by customer, or relocation of any customer-owned street light by customer, separation of such street lights from the Company system shall be accomplished through the placement of a pull box. Customer shall be responsible for the cost of the pull box, including installation. Once a pull box has been installed, the conductor(s) on the Company side of the pull box serving such street light(s) will be owned by the Company, and the Company shall thereafter be responsible for the maintenance of such conductor(s).

d. As set forth in Attachment A, the Company's Tariff provisions relating to service under Schedule ESL will be revised, subject to Commission approval, to provide that for any Company-owned street lights acquired by customer from Company, and thereafter served under Schedule ESL, the initial separation of such street lights from the Company system shall be accomplished either through the placement of a fuse holder at the existing hand hole at the base of the street light or through placement of a pull box, as determined by customer, with the customer responsible for the costs of separation in either event. While initial separation may be accomplished either through placement of a fuse holder at the base of the street light or by placement of a pull box, over time, and no later than fifteen (15) years after customer acquisition of Company-owned street lights, it is agreed and understood that separation for all such street lights shall ultimately be accomplished by placement of a pull box, as set forth below in Paragraph 8(e). Once a pull box has been installed, the conductor(s) on the Company side of the pull box serving such street light(s) will be owned by the Company, and the Company shall thereafter be responsible for the maintenance of such conductor(s).

e. As set forth in Attachment A, the Company's Tariff provisions relating to service under Schedule ESL will be revised, subject to Commission approval, to provide that for any Company-owned street lights acquired by customer from Company, and thereafter served under Schedule ESL, regardless of the initial means of separation, a customer acquiring Company-owned street lights shall over time, but in no event later than fifteen (15) years from the date of acquisition of the street lights, separate the acquired street lights from the Company's facilities by placement of a pull box, except in the event where physical constraints prevent placement of a pull box. For a given street light or street lights, the customer shall place a pull box the first time that the Company makes a service call to de-energize, re-energize, relocate or in any way provide service relating to the lighting conductor serving the street light or street lights. By the end of the fifteen (15) year period following the customer's acquisition of street lights from the Company, the customer must complete placement of pull boxes for all acquired street lights.

f. As set forth in Attachment A, the Company's Tariff provisions relating to service under Schedule ESL will be revised, subject to Commission approval, to provide that for any Company-owned street lights acquired by customer from Company, and thereafter served under Schedule ESL, if customer determines to initially separate any acquired street lights from the Company's system by placement of a fuse holder at the base of the street light, customer will, other than for service required related to any third party non-street lighting loads, remain responsible to the Company for any applicable

charges for service<sup>1</sup> required to de-energize, re-energize, relocate or in any way provide service relating to the lighting conductor until the customer places a pull box for the lighting conductor serving such street light or street lights.

g. With regard to the separation of customer-acquired street lights that are located on Company distribution poles, as set forth in Attachment A, the Company's Tariff provisions relating to Street Lighting Rules and Regulations will be revised, subject to Commission approval, to provide for the removal and relocation of such street lights from Company distribution poles according to the schedule below, based on the number of street lights existing on Company distribution poles that will need to be relocated. Upon request by a customer interested in acquiring street lights from the Company, and following execution of such appropriate nondisclosure agreements or other documents as may be required to initiate the process for a customer to commence voluntary negotiations to acquire street lights, and after completion of a separation study, the Company will provide to customer the number of street lights existing on Company distribution poles in the area where the customer has expressed interest in acquiring Company-owned street lights. The table below establishes a presumptive timetable and deadline to relocate such street lights if acquired by customer, but the customer and Company are free to negotiate a different finite period of time for such relocation. Provided, however, that the maximum period of time allowed for such relocation shall not exceed fifteen (15) years.

---

<sup>1</sup> See applicable Schedule of Charges for Rendering Service and Maintenance Charges for Street Lighting Service in the Company's Tariff.

Number of street lights on Company distribution poles	Period (years) to complete removal and relocation from Company distribution poles
0 – 500	5
501 – 1,000	8
1,001 – 2,000	10
2,001 – 3,000	12
More than 3,000	15

### **General Terms and Conditions**

9. The Settling Parties agree that this Settlement Agreement is in the public interest and will be supported by the Settling Parties’ oral testimony at the hearing in this proceeding, if the Administrative Law Judge deems such testimony necessary. The Settling Parties agree to support the Settlement Agreement as being in the public interest in proceedings before the Commission and to advocate in good faith that the Commission approve the Settlement Agreement in its entirety.

10. The Settling Parties agree that this Settlement Agreement represents a compromise of their positions and has been negotiated as a comprehensive settlement of the Settled Issues only. As such, the Settling Parties acknowledge that their support and advocacy for the Settlement Agreement is based upon the Stipulation as a whole and not based upon its individual components viewed in isolation.

11. The Settling Parties agree that all negotiations relating to this Settlement Agreement are subject to CRE 408, and that no party will be bound by any position asserted in the negotiations, except to the extent expressly stated in this Settlement Agreement.



12. The Settling Parties agree that except as otherwise expressly noted in this Settlement Agreement: (a) the execution of this Settlement Agreement will not be deemed to constitute an admission by any Settling Party; (b) the execution of the Settlement Agreement will not constitute the basis of estoppel or waiver in future proceedings by any Settling Party; and (c) no Settling Party will be deemed to be bound by any position asserted by any other Settling Party.

13. The Settling Parties acknowledge that their support and advocacy of the Settlement Agreement may be compromised by material alterations thereto. In the event the Commission rejects or materially alters the Settlement Agreement, the Settling Parties agree that within seven days of such Commission Decision any Settling Party may provide notice to the other Settling Parties of its objection to the Settlement Agreement as modified. Upon such objection, the Settling Parties will no longer be bound by its terms and will not be deemed to have waived any of their respective procedural or due process rights under Colorado law. If a Settling Party objects to the Settlement Agreement as modified, it may withdraw from the Stipulation.

14. If the Commission adopts and approves the Settlement Agreement, this Settlement Agreement resolves all disputed matters relative to this proceeding between the Settling Parties with respect to the Settled Issues. Any disputed matters on the Settled Issues will be deemed resolved to the extent that the Settlement Agreement is not compromised by material alterations.

15. Except as otherwise expressly provided in this Settlement Agreement, the issuance of a Commission Decision approving this Settlement Agreement will not be deemed to

work as an estoppel upon the Settling Parties or the Commission, or otherwise establish, or create any limitation on or precedent of the Commission, in future proceedings.

16. This Settlement Agreement will not become effective and will be given no force and effect until the issuance of a final written Commission Decision that accepts and approves this Settlement Agreement.

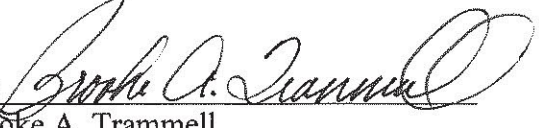
17. The Settling Parties waive cross-examination as to each other's witnesses regarding street lighting issues in this proceeding (e.g., the Settled Issues).

18. This Settlement Agreement may be executed in one or more counterparts and each counterpart will have the same force and effect as an original document and as if all the Settling Parties had signed the same document. Any signature page of this Settlement Agreement may be detached from any counterpart of this Settlement Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of the Settlement Agreement identical in form hereto but having attached to it one or more signature page(s). The Settling Parties agree that "pdf" signature pages exchanged by e-mail will satisfy the requirements for execution.

[Signature Pages Follow]

Agreed on behalf of:

**PUBLIC SERVICE COMPANY OF  
COLORADO**

By:   
Brooke A. Trammell  
Regional Vice President  
Rates and Regulatory Affairs  
Xcel Energy Services Inc.  
1800 Larimer Street, Suite 1100  
Denver, CO 80202

Approved as to form:

**ATTORNEYS FOR PUBLIC SERVICE  
COMPANY OF COLORADO**

By: /s/ Tana K. Simard-Pacheco  
Tana K. Simard-Pacheco, #17051  
Assistant General Counsel  
Xcel Energy Services Inc.  
1800 Larimer Street, Suite 1400  
Denver, Colorado 80202  
Telephone: (303) 571-2958  
Fax: (303) 294-2988  
Email: [tana.k.simard-pacheco@xcelenergy.com](mailto:tana.k.simard-pacheco@xcelenergy.com)

and

Philip J. Roselli, #20963  
Wilkinson Barker Knauer LLP  
2138 West 32nd Avenue, Suite 300  
Denver, Colorado 80211  
Phone: (303) 626-2350  
Fax: (303) 626-2351  
E-mail: [proselli@wbklaw.com](mailto:proselli@wbklaw.com)

and

Patrick T. Zomer, #0392555  
Moss & Barnett, P.A.  
150 South Fifth St., Suite 1200  
Minneapolis, MN 55402  
Phone: (612) 877-5278  
E-mail: [Pat.Zomer@lawmoss.com](mailto:Pat.Zomer@lawmoss.com)

Agreed on behalf of:

**The City of Arvada**

By: Mark Dennen \_\_\_\_\_

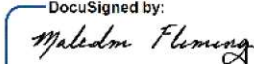
Approved as to form:

**ATTORNEY FOR THE CITY OF ARVADA**

By:   
Kenneth S. Fellman, 11223  
Brandon Dittman, 47583  
Kissinger & Fellman, P.C.  
3773 Cherry Creek N. Drive  
Ptarmigan Place, Suite 900  
Denver, CO 80209  
(720) 548-7521

Agreed on behalf of:

**The Town of Erie**

By:  \_\_\_\_\_  
E38217B772C044A...

Approved as to form:

**ATTORNEY FOR THE TOWN OF ERIE**

By:  \_\_\_\_\_  
Kenneth S. Fellman, 11223  
Brandon Dittman, 47583  
Kissinger & Fellman, P.C.  
3773 Cherry Creek N. Drive  
Ptarmigan Place, Suite 900  
Denver, CO 80209  
(720) 548-7521

Agreed on behalf of:

**The City of Centennial**

By:   
Matt Sturgeon, City Manager

Approved as to form:

**ATTORNEY FOR THE CITY OF CENTENNIAL**

By:   
Kenneth S. Fellman, 11223  
Brandon Dittman, 47583  
Kissinger & Fellman, P.C.  
3773 Cherry Creek N. Drive  
Ptarmigan Place, Suite 900  
Denver, CO 80209  
(720) 548-7521

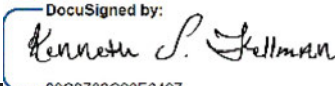
Agreed on behalf of:

**The City of Thornton**

By:  \_\_\_\_\_  
Michael J. Hickman  
Assistant City Attorney II  
9500 Civic Center Drive  
Thornton, CO 80229-4326  
Telephone: (303) 538-7210

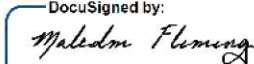
Approved as to form:

**ATTORNEY FOR THE CITY OF THORNTON**

By:  \_\_\_\_\_  
Kenneth S. Fellman, 11223  
Brandon Dittman, 47583  
Kissinger & Fellman, P.C.  
3773 Cherry Creek N. Drive  
Ptarmigan Place, Suite 900  
Denver, CO 80209  
(720) 548-7521


Agreed on behalf of:

**The Town of Erie**

By:  \_\_\_\_\_  
E38217B772C044A...

Approved as to form:

**ATTORNEY FOR THE TOWN OF ERIE**

By:  \_\_\_\_\_  
Kenneth S. Fellman, 11223  
Brandon Dittman, 47583  
Kissinger & Fellman, P.C.  
3773 Cherry Creek N. Drive  
Ptarmigan Place, Suite 900  
Denver, CO 80209  
(720) 548-7521



Agreed on behalf of:

**The Town of Windsor**

By: \_\_\_\_\_

*Shane Hale,*  
*Town Manager*

Approved as to form:

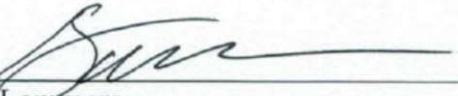
**ATTORNEY FOR THE TOWN OF WINDSOR**

By: \_\_\_\_\_

*Brandon Dittman*  
Kenneth S. Fellman, 11223  
Brandon Dittman, 47583  
Kissinger & Fellman, P.C.  
3773 Cherry Creek N. Drive  
Ptarmigan Place, Suite 900  
Denver, CO 80209  
(720) 548-7521

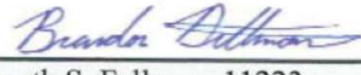
Agreed on behalf of:

**The Colorado Communications and Utility  
Alliance**

By:   
Kit Lammers  
CCUA President  
P.O. Box 6094  
Denver, CO 80206


Approved as to form:

**ATTORNEY FOR THE COLORADO  
COMMUNICATIONS AND UTILITY ALLIANCE**

By:   
Kenneth S. Fellman, 11223  
Brandon Dittman, 47583  
Kissinger & Fellman, P.C.  
3773 Cherry Creek N. Drive  
Ptarmigan Place, Suite 900  
Denver, CO 80209  
(720) 548-7521

Approved as to form; undersigned attorney also has authority to sign on behalf of the City of Boulder to enter into this Settlement Agreement:

**ATTORNEY FOR  
THE CITY OF BOULDER**

By: \_\_\_\_\_

Lucas Markley #40315

Assistant City Attorney II

City of Boulder

Box 791

1777 Broadway

Boulder, CO 80306-0791

303-441-3020

[markleyl@bouldercolorado.gov](mailto:markleyl@bouldercolorado.gov)