

**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 TO AMEND )	
THE CERTIFICATE OF PUBLIC )	PROCEEDING NO. 21A-0279E
CONVENIENCE AND NECESSITY FOR ITS )	
ADVANCED GRID INTELLIGENCE AND )	
SECURITY (AGIS) INITIATIVE )	

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**UNANIMOUS COMPREHENSIVE SETTLEMENT AGREEMENT**

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## **INTRODUCTION AND IDENTIFICATION OF PARTIES**

This Unanimous Comprehensive Settlement Agreement (“Settlement Agreement” or “Agreement”) is entered into by Public Service Company of Colorado (“Public Service” or the “Company”), Trial Staff (“Staff”) of the Colorado Public Utilities Commission (“Commission”), the Office of the Utility Consumer Advocate (“UCA”), Mission:Data Coalition, Inc. (“Mission:Data”), Western Resource Advocates (“WRA”), Utilidata, Inc. (“Utilidata”), Itron, Inc. (“Itron”), the Colorado Solar and Storage Association (“COSSA”), and the Solar Energy Industries Association (“SEIA”) (collectively the “Settling Parties”) pursuant to Rule 1408 of the Commission’s Rules of Practice and Procedure, 4 CCR 723-1. This Settlement Agreement is intended to resolve all issues that were raised in this proceeding with respect to the Company’s Verified Application (“Application”) to amend the Certificate of Public Convenience and Necessity (“CPCN”) granted in Proceeding No. 16A-0588E for its Advanced Grid Intelligence and Security (“AGIS”) Initiative (the “AGIS CPCN”) relating to the deployment of Distributed Intelligence (“DI”) capabilities of the Itron advanced meter selected by the Company (i.e., currently, Itron’s Riva 4.2 family of meters).

## **BACKGROUND**

On June 15, 2021, the Company filed its Application in this proceeding requesting that the Commission amend the AGIS CPCN, along with the supporting Direct Testimony and Attachments of five witnesses: Ms. Brooke A. Trammell; Mr. Emmett R. Romine; Mr. Victor R. Huston; Mr. Briston D. Jones; and, Mr. Mark Raak. The Commission noticed the Company’s Application on June 16, 2021. Parties subsequently filed pleadings either exercising rights of intervention (Staff and the UCA) or seeking leave to intervene (the other intervening Parties). On July 28, 2021, the Commission deemed the Application

complete and referred this proceeding to the Administrative Law Judge (“ALJ”) by minute entry.

Answer Testimony from witnesses testifying on behalf of Staff, WRA, Itron, Mission:data, and Utilidata was filed on December 3, 2021. The Company filed Rebuttal Testimony on January 25, 2021, and WRA, Mission:data, Itron, and COSSA/SEIA filed Cross-Answer Testimony that same day.

Following the filing of Rebuttal Testimony, the Settling Parties commenced settlement negotiations and, on February 14, 2022, requested the ALJ vacate the scheduled first day of the hearing and commence the hearing on February 16, 2022. The Settling Parties then filed a Notice of Unanimous and Comprehensive Settlement in Principle on February 15, 2022.

This Settlement Agreement represents the comprehensive agreement of the Settling Parties to resolve the issues that were raised or could have been raised by all parties to this proceeding.

## **SETTLEMENT TERMS**

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

**I. Approval to Develop and Deploy Certain Distributed Intelligence Capabilities of the Advanced Meter**

- A. The Settling Parties agree that the AGIS CPCN should be amended to reflect that DI capabilities of the advanced meters selected by the Company (the “Advanced Meters”) can further enhance the benefits to the Company’s distribution operations as well as customer energy management and system emissions reduction benefits that the Commission-approved AGIS Initiative provides; and, therefore, that development and deployment of certain capabilities, described below, is reasonable and in the public interest.
- B. The Settling Parties agree that the Company’s decision to procure the Advanced Meters which utilize a Wi-Fi radio and the IEEE 2030.5 meter function set communications protocol, and to provide Home Area Network (“HAN”) capability pursuant to Section II, is reasonable and prudent.
- C. With respect to meter investment, the Settling Parties agree that the presumption of prudence of cost recovery from the AGIS CPCN applies solely to the costs of the meter investment and not to other costs associated with the development and/or deployment of DI capabilities.
- D. The Settling Parties agree that, upon a final Commission decision in this proceeding, the Company will deploy Grid-Facing DI Capabilities in the

normal course of business, meaning that a CPCN or other pre-approval is not required for such activities.

1. For purposes of this Settlement Agreement:

a. “Grid-Facing DI Capabilities” are those solutions or services enabled or supported by DI that are for the benefit of the Company’s ownership, management, and maintenance of its distribution facilities on the Company’s side of the meter. Examples of Grid-Facing DI Capabilities include functions in the areas of location awareness, high impedance detection, power theft detection, secondary equipment assurance, transformer load management, feeder phase balancing, outage detection, and voltage monitoring and optimization.

1. “EV Load Disaggregation Pilot” – consistent with the Partnerships, Research, and Innovation (“PRI”) portfolio of the Company’s Commission-approved 2021-2023 Transportation Electrification Plan (“TEP”)<sup>1</sup>, the Settling Parties agree that the Company may perform load disaggregation on the Advanced Meter for the purpose of the research pilot contemplated in the TEP,<sup>2</sup> provided that the pilot participants (i.e.,

<sup>1</sup> Proceeding No. 20A-0204E, *In the Matter of Public Service Company of Colorado for Approval of its 2021-2023 Transportation Electrification Plan*.

<sup>2</sup> Public Service Company of Colorado Transportation Electrification Plan 2021-2023, filed April 1, 2021, page 43, “Use Disaggregation Analytics to Identify EV Charging.”

customers) provide their consent to do so and disaggregation is limited to the detection and disaggregation of electric vehicle (“EV”) load and not other load types. The Company will implement the EV Load Disaggregation Pilot through the 60/90-day notice process approved in the TEP, and all PRI requirements established by the Commission in the TEP (e.g., reporting requirements, 30 percent budgeted for income qualified and/or disproportionately impacted communities) shall apply. The Company will identify the project scope in its Distribution System Plan filing, to be filed by May 1, 2022 (see Section VI(B)(2)). Nothing in this Settlement Agreement limits Staff’s ability to file a Notice of Deficiency in the 60/90-day notice process, as approved by the Commission in the TEP. The EV Load Disaggregation Pilot shall be entirely funded through the Commission-approved PRI budget. Information from this load disaggregation research activity will be used to support marketing and grid planning efforts, as identified in the approved TEP; however, the Company will not directly market to customers in this research pilot.

b. “Customer-Facing DI Capabilities” are those solutions and services enabled or supported by Load Disaggregation Capabilities on Advanced Meters, which provide analytical disaggregation of electric load inside the premise into end uses. Customer-Facing DI Capabilities expressly excludes solutions and services enabled or supported by analytical disaggregation of electric load through: 1) interval data recording at 5-minute or 15-minute intervals; and, 2) one-second or greater HAN data, which capability is described in Section II below.

c. “Load Disaggregation Capabilities on the Advanced Meter” means the application of analytical tools through the Advanced Meter to a customer’s information to determine the loads within the customer’s premise. Load Disaggregation Capabilities on the Advanced Meter does not include analysis of customer data available to the Company through methodologies other than the use of the DI Capabilities of the Advanced Meters, including, but not limited to, the information presently available to the Company and information made available in an open and non-discriminatory manner through this Settlement Agreement.

E. The Company may develop and deploy Grid-Facing DI Capabilities in the normal course of business as further described in Section I(F) below. The



Company may develop and deploy the EV Load Disaggregation Pilot through the Commission-approved TEP and recover the costs through the Transportation Electrification Plan Adjustment (“TEPA”) rider. As for Customer-Facing DI Capabilities, including Load Disaggregation on Advanced Meters beyond the EV Load Disaggregation Pilot, due to concerns regarding fair competition with unregulated energy services, customer privacy, customer consent, and compliance with the Commission’s customer data rules, the Settling Parties agree those DI capabilities should be addressed by the Commission on a case-by-case or programmatic basis in future applications prior to deployment. The Company is prohibited from cost recovery and deploying Customer-Facing DI Capabilities unless and until the Company receives approval from the Commission after filing an application. Such application by the Company shall address at a minimum the following topics (and such information may be filed as Highly Confidential Information should it meet the requirements):

1. The Customer-Facing Di Capability(ies) the Company is requesting be deployed;
2. Costs and benefits;
3. Deployment timelines;
4. Identification and treatment of any revenues, including revenue sharing with customers, as applicable;

5. The detailed nature of the customer insights derived from Load Disaggregation on Advanced Meters that the Company seeks to develop and use;
6. A discussion with respect to how the Company has complied with the Commission's rules regarding the privacy, security, and use limitations for customer data provided to agents of the Company;
7. How customers provide their consent prior to the customer insights being derived, including any applicable Commission Rule waivers requested to enable electronic consent;
8. Whether and how customers can access the customer insights generated by the Company;
9. Whether and how customers can direct the Company to share customer insights generated by the Company with customer-selected third parties;
10. Disclosures of the Company's and/or Xcel Energy, Inc.'s ("Xcel Energy") regulated and unregulated affiliates' ownership interest in the proposed application/solutions, if any;
11. Anticipated meter memory and CPU utilization of the requested load disaggregation or other applications that would run on the meter;
12. Measures that the Company will employ to ensure that the DI Capabilities are implemented in an open and competitive manner and that access to customer data is provided in an easy, non-discriminatory manner;

13. Potential impacts on the competitive market for similar services; and,

14. How the application and the treatment of customer data or insights generated comply with the Commission's customer data rules.

F. To effectuate the intent of the Settling Parties on a precedential basis, the Settling Parties agree to jointly request findings (e.g., specific order points) in the Commission decision in this proceeding as follows:

1. As of the final Commission decision in this proceeding, the Company may deploy Grid-Facing DI Capabilities, including the deployment of DI applications to the meters and the related development investments in doing so, in the normal course of business and that a CPCN or other pre-approval is not required for such activities.
2. As of the final Commission decision in this proceeding, the Company may implement the EV Load Disaggregation Pilot through the 60/90-day notice process approved in the TEP, including the deployment of DI applications to the meters and the related development investments, consistent with the example described as "Disaggregation Analytics to Identify EV Charging" in the Commission-approved PRI portfolio of its TEP, and recover the pilot costs in the TEPA.

## **II. HAN Deployment and Data Rules**

A. The Settling Parties agree that development and deployment of the HAN functionality of the Advanced Meters in an open, non-discriminatory manner (as described below) is in the public interest. Customers' easy access to their energy usage is in the public interest. The Settling Parties agree that

the prohibition on Public Service's activities surrounding HAN deployment should be lifted by the Commission's decision approving the Settlement Agreement in this proceeding.

- B. The Settling Parties agree that the IEEE 2030.5 meter function set utilizing Itron's HAN application preloaded on the advanced meter has specific functions for the sharing of data with an interval of one second or greater, and could, therefore, be used for the sharing of such data via the HAN, provided there is customer authentication and authorization.
- C. The Settling Parties support the deployment of the Company's HAN mobile application for both Android and iOS devices because it allows the Company to test, deploy, and improve the process for connecting meters to customers' HANs. The Settling Parties agree that the application will initially be limited to giving customers one-second kilowatt ("kW") and five-second kilowatt-hour ("kWh") reads until such time as the capabilities provided in subsection (D) below are implemented by Public Service, at which time the Company will be permitted to further develop its HAN application(s) in a manner consistent with the settlement terms herein.
- D. The Company agrees to deploy Bring Your Own Device ("BYOD") functionality to allow IEEE 2030.5-compliant devices to connect to the Advanced Meter via a two-step authentication process within 180 days after the Commission's final decision approving the Settlement Agreement in this proceeding. The Settling Parties agree that BYOD means that Wi-Fi-compatible devices running an application that complies with the

requirements of the relevant IEEE 2030.5 protocol function set(s) actually implemented by the Company (i.e., that the data available to third parties and the Company is that for which the meters and relevant HAN applications installed by the Company are configured to provide) can, with customer authorization, have access to such data. However, the Company does not guarantee the success of any given HAN connection stemming from factors outside of its control, as discussed in subsection (E) below. In order to facilitate BYOD, the Company agrees to make a Software Development Kit ("SDK") available to developers free of charge under a BSD license (or similar license that allows for the reuse of the source code contained in the SDK without royalty or other restriction).

- E. The Settling Parties acknowledge and agree that the Company is not responsible for a variety of factors that can impact the HAN connection and the operation of hardware and software connecting to the advanced meter via the HAN, as the Company does not own or control customers' Wi-Fi or their home internet connections. Accordingly, the Settling Parties agree that the Company is not guaranteeing the success of individual connections to the advanced meter via the HAN and agree to a minor revision to Tariff Sheet R87 as set forth in the paragraph below. Notwithstanding the foregoing, the Company will use reasonable and prudent efforts in accordance with Good Utility Practice (as that term is generally understood in the utility industry) to reasonably ensure that its implementation of IEEE 2030.5 in all advanced meters will operate continuously in accordance with

the relevant IEEE 2030.5 protocol function set(s) when under ideal Wi-Fi operating conditions, and the Company agrees to repair or replace meters with HAN defects in a timely manner, consistent with its general operations and maintenance protocols for meter repair and replacement, and provide customer support to assist customers in attempting to successfully establish connections to the meters using the HAN; provided, however, that such support will not require the Company to re-locate meters or take responsibility for factors outside of its ownership and control.

- F. The Settling Parties agree that the following sentences should be added to Sheet No. R87 of the Company's Electric Tariff: "The Company shall not be liable for any monetary loss or physical damage resulting from any loss of, diminished quality of, or interruption to data regarding Customer's energy consumption stemming from causes beyond the Company's control." Public Service will file a compliance tariff advice letter on not less than two (2) days' notice within fourteen (14) days of a final Commission decision in this matter to effectuate the tariff addition provided for in this sub-section.
- G. The Company agrees to conduct customer outreach and education regarding the HAN capability generally consistent with the Advanced Grid Education Plan filed in Proceeding No. 16A-0588E. Such outreach will describe the BYOD capability generally, and will not narrowly focus on the Company's HAN mobile application.
- H. If the Company makes updates to IEEE 2030.5 functionality or function sets over time that are not reverse compatible, the Company shall provide at

least 180-days advance notice to affected customers and shall make best efforts to communicate the upcoming change to affected HAN device and software makers. Such notice shall include information necessary for adapting HAN device or software to the modifications.

**III. Third-Party Access to Data of One Second of Resolution**

A. The Company will provide an SDK with appropriate documentation including code examples and a working sample set of software sufficient to allow a third-party developer to implement either a hardware or software solution that will allow a customer-approved external third party located remotely from the customer premise to access the one-second data measured by the meter via its existing IEEE 2030.5 interface. This initial SDK will be made publicly available at no cost to any interested party no later than 180 days after a Commission final order in this proceeding under a BSD license (or similar license that allows for the reuse of the source code contained in the SDK without royalty or other restriction). This SDK shall be in addition to the one provided for in Section II(D) above. In addition, the Company commits to providing:

1. Up to 2,000 man-hours of technical support in total on a first-come, first-serve basis, to third parties in support of SDK; and,
2. In order to support third-party developers, the Company will conduct at least four (4) workshops for developers within 180 days of the final decision approving the Settlement Agreement in this Proceeding.

#### **IV. Data Delivery Study**

A. The Company will study the feasibility, costs, benefits, security implications, and other attributes of the various technical options to deliver one-second timestamped data, including, but not limited to, power, energy, voltage, volt-amps reactive data; applicable rate; meter identifier; and disaggregation insight data to customer-authorized third parties legally permitted to receive such data. The Company will meet with stakeholders early in the study development process and have at least two other meetings prior to the study's completion and a reasonable opportunity for stakeholders to provide feedback on the draft report prior to submittal to the Commission. Such study will include, but not be limited to, evaluating the direct upload functionality as described in Mr. Michael E. Murray's and Dr. David A. Wheeler's testimony.<sup>3</sup> Such study shall also evaluate the feasibility, costs, benefits, security implications, and other attributes of the various technical options available for providing sub-second voltage, current, power and VAR data from the meter to local and internet-based devices or services. Following completion of the study, the Company shall, within one (1) year of a final decision in this proceeding, file a report with the findings of the study and discussion of the options considered. Within six (6) months of filing such report, the Company will file an application consistent with Rule 3002(a)(xix) of the Commission's Electric Rules to submit the Company's

<sup>3</sup> Hearing Exhibit 301 Rev. 1, Answer Testimony of Michael Murray for Mission:data Coalition (Dec. 3, 2021) at 49:8 – 51:6; Hearing Exhibit 300 Rev. 1, Answer Testimony of Dr. David A. Wheeler for Mission:data Coalition (Dec. 3, 2021) at 8:17 – 9:21, 10:7 – 11:9, 11:17 – 12:8, 13:11 – 14:10, 15:1 – 17:2.



recommendation, which could include the request for implementing its recommendation. The filing should also address:

1. Easy, open, non-discriminatory access for customer-authorized third parties;
2. Data parity between the Company and customers;
3. The reasonable terms and conditions under which customer-authorized third parties are eligible; and,
4. The detailed customer authorization process and user experience.

Notwithstanding the foregoing, the Company's application pursuant to this Section IV need not advocate nor propose any particular method or methods to implement any particular outcome.

**V. Green Button Connect My Data**

A. Within 30 days following a final order in this proceeding, the Company agrees to modify the Green Button Connect ("GBC") terms and conditions that appear on the Company's website as follows:

1. The language contained in Section 9 will be replaced with the following: "You represent that you have, and will retain, reasonable technical ability to communicate and be interoperable with Xcel Energy's GBC services."

B. The Settling Parties retain their ability to challenge GBC terms that appear on the Company's website outside of this proceeding.

**VI. Reporting Requirements**

A. The Settling Parties agree that ongoing reporting and Commission oversight over deployment of DI functionality is important and necessary.

At the same time, the Settling Parties recognize that Public Service must maintain a degree of autonomy to develop and deploy Grid-Facing DI Capabilities in order to manage its grid effectively.

B. The Company agrees to provide the following information regarding Grid-Facing DI Capabilities and the EV Load Disaggregation Pilot:

1. The Company commits to including a description of the Grid-Facing DI Capabilities that it intends to deploy in its Distribution System Plan (“DSP”) filings. However, the Settling Parties agree that the Company is not required to obtain Commission approval prior to deployment of Grid-Facing DI Capabilities, and that such deployments may be performed in the normal course of business. The Settling Parties acknowledge that any costs associated with such Grid-Facing DI Capabilities will be made in the normal course of business with prudence and cost recovery to be determined in a future cost recovery proceeding.
2. The Company will provide the following details in its DSP, to be filed by May 1, 2022: 1) project estimate and goals; 2) an estimate for participants and budget; 3) a summary of the application process; 4) projected benefits; 5) pilot-specific policies; 6) a summary of stakeholder involvement; and, 6) a discussion of the evaluation, measurement, and verification approach. Further, the Company will file a report on the EV Load Disaggregation Pilot initiated during the 2021-2023 TEP with the Company’s 2024-2026 TEP. As relevant,

this report will include items listed in Sections VI(D)(1)(a), (b), and (c) as well as describe the lessons learned and how they are incorporated into designing new electric vehicle programs.

C. Before deploying Customer-Facing DI Capabilities, the Company must file an application consistent with Section I(E) above, while also providing notice of such application to intervenors in this proceeding and to those on the service list of its most recent Distribution System Plan (“DSP”).

D. The Company agrees to provide the following information regarding Grid-Facing DI Capabilities and Customer-Facing DI Capabilities:

1. On an annual basis within the DSP proceeding, the Company will file the following retrospective reporting information about DI Capabilities to date:

- a. A list of all applications deployed on meters including:
  - i. Name of the application;
  - ii. Author, creator, or licensor(s) of the application;
  - iii. The program or use case that the application supports;
  - iv. A description of the application and the process whereby it was selected;
  - v. The number of meters on which the application is deployed, grouped by customer class;
  - vi. Whether the application is utility-facing, customer-facing, or both;

- vii. If the application is customer-facing, an explanation and/or screenshots showing how customers initiate, use, and/or benefit from the application;
  - viii. A description of where customer data and resulting insights are transmitted and held;
  - ix. Whether and how the application creator or licensor(s) are entitled to access or use customer data or insights for any purpose; and,
  - x. Whether the application uses sub-second data.
- b. Estimated typical and maximum remaining memory and processing power available to host Grid-Facing DI Capabilities and Customer-Facing DI Capabilities, respectively, as a percentage of total;
  - c. An accounting of the costs incurred through DI Capabilities to date;
  - d. A discussion of the benefits delivered to customers through the available DI Capabilities to date (including but not limited to energy savings and load reductions); and,
  - e. A list of DI applications that have been uninstalled or terminated in any manner, and a description of the circumstances.
2. As part of its biannual DSP, the Company will also provide the following prospective information:

- a. A non-binding description of the Company's plans for developing Customer-Facing and Grid-Facing DI Capabilities in the next two years, including the expected benefits and timelines for these capabilities.
  3. To facilitate transparency with regards to distribution system planning, the Company commits to hosting at least one stakeholder meeting per year regarding its development of Grid-Facing DI Capabilities that are in the normal course of business. During this meeting, the Company will provide information on the applications that the Company is developing, describe anticipated costs and benefits, describe anticipated procurement process and timeline, and receive stakeholder feedback and ideas for potential Grid-Facing DI Capabilities.
- E. Xcel Energy commits to establishing guidelines to help ensure that unregulated affiliates or any unregulated offerings of the Company itself will not obtain preferential treatment compared to non-affiliated third parties by the Company for the use of DI. These guidelines will include:
1. Xcel Energy's and the Company's unregulated affiliates will only be allowed to access data and insights from the advanced meters to the extent that the same data is available to similarly situated third parties, and with customer consent; and,
  2. The Company will not deploy DI Capabilities for unregulated services.

F. The Company may create, update, maintain, or enhance DI Capabilities in-house at their own discretion, particularly when it is cost-effective. If the Company chooses to conduct a solicitation for new DI Capabilities that are materially different from existing capabilities, however, the solicitation should be competitive in nature. The Company may forgo a competitive solicitation and utilize pre-existing vendor relationships when procuring application maintenance functions, providing enhancements or updates to existing applications, or executing an existing scope of work.

**VII. Cost Recovery**

- A. The Settling Parties agree that the Company is not seeking recovery of the costs of deploying DI capabilities in this Proceeding but, rather, the Company will seek cost recovery for the incremental costs of DI development and deployment in other cost recovery proceedings. The incremental costs of DI are those costs to develop the foundational capabilities and the deployment of DI use cases presented in the Direct Testimony of Company Witness Mr. Romine.
- B. The Settling Parties agree that the costs of Grid-Facing DI Capabilities, if determined to have been prudently incurred, are appropriate for recovery in base rates, and that the costs of Customer-Facing DI Capabilities should be considered on a case-by-case or programmatic basis for recovery through appropriate cost recovery venues or mechanisms.
- C. The Settling Parties agree that the costs to the Company of carrying out the commitments of Sections II and IV (including the costs of preparing and prosecuting the application contemplated by Section IV) may be deferred in

a regulatory asset without carrying costs and the Company will propose the appropriate amortization of recovery of such regulatory asset in a cost recovery proceeding. No presumption of prudence will apply to such costs as a result of this proceeding. Such deferred costs shall not exceed \$2.5 million.

**VIII. General Provisions**

- A. This agreement is made for settlement purposes only. No Settling Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this 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. No binding precedential effect or other significance, except as may be necessary to enforce this Settlement Agreement or a Commission order concerning the Settlement Agreement, shall attach to any principle or methodology contained in or used to reach this Agreement, except as expressly set forth herein.
- B. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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.

- G. This Settlement Agreement is an integrated agreement that may not be altered by the unilateral determination of any Settling Party. There are no terms, representations, or agreements among the parties which are not set forth in this Settlement Agreement.
- H. 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.
- I. There shall be no legal presumption that any specific Settling Party was the drafter of this Settlement Agreement.
- J. In agreeing to this Settlement Agreement, Itron does not become a regulated entity subject to Commission regulation, nor does it take on any obligations of the regulated entity, Public Service.
- K. 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 18th day of February, 2022.

Agreed on behalf of:

**PUBLIC SERVICE COMPANY OF COLORADO**

By: /s/ Brooke A. Trammell  
Brooke A. Trammell  
Regional Vice President,  
Rates and Regulatory Affairs  
Xcel Energy Services Inc.

Approved as to form:

By: /s/ Elizabeth C. Stevens

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ASSOCIATION**

By: Mike Kruger



Its: President and CEO

**SOLAR ENERGY INDUSTRIES  
ASSOCIATION**

By: 

Its: Sr Director, Western States, SEIA

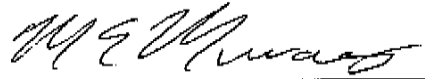
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