

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

* * * *

IN THE MATTER OF THE APPLICATION)
OF PUBLIC SERVICE COMPANY OF)
COLORADO FOR APPROVAL OF ITS) PROCEEDING NO. 21A-0625EG
2022-2025 RENEWABLE ENERGY)
COMPLIANCE PLAN)

UNOPPOSED COMPREHENSIVE SETTLEMENT AGREEMENT

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INTRODUCTION AND IDENTIFICATION OF PARTIES

This Unopposed Comprehensive Settlement Agreement (“Settlement Agreement” or “Agreement”) is filed on behalf of Public Service Company of Colorado (“Public Service” or the “Company”), Trial Staff of the Colorado Public Utilities Commission (“Commission”) (“Staff”), the Colorado Energy Office (“CEO”), the Colorado Office of the Utility Consumer Advocate (“UCA”), the Environmental Justice Coalition (“EJC”),¹ the City and County of Denver (“Denver”), Energy Outreach Colorado (“EOC”), Western Resource Advocates (“WRA”), and the Colorado Solar and Storage Association and Solar Energy Industries Association (collectively, “COSSA/SEIA”) (each a “Settling Party” and collectively the “Settling Parties”), pursuant to Rule 1408 of the Colorado Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure, 4 CCR 723-1.

Of the remaining parties to this Proceeding, the City of Boulder (“Boulder”) and Sunshare, LLC take no position on this Settlement Agreement.

This Settlement Agreement is intended to resolve all issues raised by the Settling Parties in this Proceeding with respect to the Company’s Verified Application for Approval of its 2022-2025 Renewable Energy Compliance Plan (“2022-25 RE Plan” or “Plan”) (“Application”).

SETTLEMENT AGREEMENT

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

¹ The Environmental Justice Coalition includes the Colorado Latino Forum, Cultivando, GreenLatinos, GRID Alternatives, Mothers Out Front, the National Association for the Advancement of Colored People Denver Branch, Vote Solar, and Womxn from the Mountain.

I. Summary of Renewable Energy Programming Structures

1. **Attachment 1** to this Agreement provides an overall summary of the parties' agreed-to programming capacities and incentive levels. The Company commits to include the Company's updated projected installation of capacity and forecasted market adoption for years 2022-2025 based on Attachment 1 in the Company's update to its Loads and Resources table in Phase II of Proceeding No. 21A-0141E.
2. The planned Income Qualified ("IQ") customer and Disproportionately Impacted Community ("DI Community") incentive/flex budget expenditures are planned to be \$32.8 million total for the RE Plan (which averages to approximately \$10.9 million annually for 2023, 2024, and 2025). The Settling Parties agree that the IQ/DI Community funding agreed to under this Settlement Agreement meets the funding requirements of Senate Bill 21-272 ("SB 21-272").²
 - 2.1. As discussed in Section XIV, this will provide \$4.75 million (total over the RE Plan) in "flexible" budget to implement IQ/DI Community programs that emerge over the course of this RE Plan, as rulemakings conclude, and as the Company's IQ/DI Community Outreach Plan is implemented. The flexible budget shall be allocated as follows: \$1 million – 2022, \$1 million – 2023, \$1.25 million – 2024, and \$1.5 million – 2025. This budget can be used on outreach and engagement, education, and community-based organization ("CBO") and other program implementation partnerships to

² The Settling Parties acknowledge that the Commission is engaged in a rulemaking that may impact the implementation and interpretation of SB 21-272, which may impact future RE Plans.

address program implementation barriers, including gap financing. Any unused budget from each year will roll-forward into the next year.

- 2.2. Each Settling Party reserves its right in future proceeding(s) to present arguments for how the Commission should apply SB 21-272's provisions regarding funding for IQ/DI Community programs and addressing historical inequities.
- 2.3. Public Service will explore with stakeholders, including CBOs representing IQ/DI Community interests and other interested parties, barriers to IQ/DI Community customers through its IQ/DI Community Engagement and Outreach Plan, and identify steps the Company could take to address those barriers, including, for example, gap financing and other needs of the IQ/DI Community programs.
- 2.4. **Table 1** below provides an overall summary of the planned IQ/DI Community expenditures.

Table 1: IQ/DI Community Targeted Annual Incentives

IQ/DI Community Targeted Incentives		
Program	Offering	Avg Year One Incentive Spending
Solar*Rewards	IQ/DI Community On-site	\$500,000
	IQ On-site (CEO)	\$513,403
	IQ/DI Community C&I On-Site	\$700,000
Storage	IQ/DI Community Storage	\$406,250
Solar*Rewards Community	IQ/DI Community RFP	\$1,026,900
	IQ/DI Community Standard Offer	\$3,030,700
	Xcel Energy IQ/DI Community CSGs	\$586,800
IQ/DI Community Outreach & Engagement	IQ/DI Community Workforce Training	\$250,000
	IQ/DI Community Outreach & Budget Flexibility	\$1,187,500
Total IQ/DI Community		\$8,201,553
Total Year One Incentives		\$10,614,853
IQ/DI Community Portion		77%

II. Renewable Battery Connect (formerly Solar*Rewards Battery Connect)

A. Upfront Incentives

3. Public Service will increase total incentive budget to \$6.5 million (supporting approximately 10 total MW of battery storage) over the four years of the Plan, including a \$1.6 million carve-out specifically dedicated to providing larger incentives to IQ/DI Community customers over the course of the RE Plan.
4. Public Service will increase the upfront incentive to \$500 per kW of installed battery capacity for residential and small commercial customers, capped at 50 percent of overall battery cost, but not to exceed the total battery cost, including incentives.
5. The Company will establish a reservation system to allocate incentives to customers at the time of program application approval. Customers may apply to

the program prior to the installation of their system. The reservation system will include a waitlist that is in effect from year to year for the term of this RE Plan.

6. Public Service will create a dedicated upfront incentive of \$800 per kW of installed battery capacity for IQ customers and/or customers that are members of a DI Community, capped at 75 percent of overall battery cost, but not to exceed the total battery cost, including incentives.
7. The Company will report on program adoption and success/areas of improvement for its Renewable Battery Connect program as part of its next RE Plan.
8. If participation is less than half of either allocated budget (standard or IQ/DI Community) by July 1, 2024, the Company will meet with RE stakeholders to develop modifications to program design. If such modifications are uncontested by all stakeholders, the Company will propose such changes through a 60/90-Day Notice. If the modifications sought are contested by stakeholders, the Company will file a motion to amend the RE Plan regarding the Renewable Battery Connect program.

B. Dispatch Events

9. Public Service will increase the number of dispatch events to up to 60 annually.
10. Public Service will consult with the RE quarterly³ or targeted stakeholder group to simplify the administration of the dispatch program and will dispatch based on a duration of up to three hours.

³ Generally speaking, the RE “stakeholder” group consists of parties and individuals who have opted into the Company’s RE stakeholder email list-serve. All parties have the ability to opt-into this list-serve.

11. Public Service commits to using good faith efforts to minimize the chance of calling dispatch events in advance of forecasted severe weather events, to reduce the chance of discharging ahead of a storm where customers could lose power. Parties will work through the quarterly RE stakeholder group or a targeted stakeholder group to identify dispatch procedures surrounding severe weather events. If the dispatch procedures developed through the stakeholder process are not opposed by stakeholders, the Company will propose such changes through a 60/90-Day Notice. If the modifications sought are contested by stakeholders, the Company will file a motion to amend the RE Plan regarding incentive levels for this program.

C. Performance-Based Incentive ("PBI")

12. Public Service will eliminate the solar PBI for solar renewable energy credits ("RECs") for small-scale PV systems, but will still require that energy storage systems are configured to be 100 percent charged by renewable energy.

D. Pay-for-Performance

13. Public Service commits to explore a pay-for-performance pilot and associated funding during this RE Plan, and as technological capabilities improve to allow implementation of this model. Public Service will continue to offer the approved Renewable Battery Connect program with an up-front incentive for the duration of this RE Plan.
14. The Settling Parties agree that the Commission should approve the budget, structure, and incentive levels for the Renewable Battery Connect program. The Company will work with stakeholders to identify the necessary Demand Response

Management System (“DRMS”) requirements to implement a pay-for-performance pilot and data and reporting considerations prior to acquiring the DRMS.

15. If the Commission approves a DRMS in Proceeding No. 22A-0189E that provides the relevant capabilities to support a pay-for-performance pilot, within 90 days of the Commission’s final decision in that proceeding, the Company will meet with stakeholders to develop a pay-for-performance pilot. Settling Parties acknowledge it may take longer than 90 days to launch the pilot.

- 15.1. If the stakeholders do not oppose a pay-for-performance pilot structure, the Company will bring forward a pay-for-performance pilot proposal through a 60/90-Day Notice process in this Proceeding.

- 15.2. If stakeholders do not agree on a pay-for-performance pilot structure, the Company will file for a pilot via an application.

16. Public Service will conduct an evaluation of the load impacts, as technology allows, of the pay-for-performance proposal. As part of any proposal, Public Service will commit to assessing: (1) the differences in pilot/program results, including load impacts, between batteries in export and non-export configurations, and (2) whether the pilot/program resulted in increased storage interconnections in export configuration(s).

E. Reporting

17. Public Service commits to additional anonymized reporting on Renewable Battery Connect in its annual RES Compliance Report. Subject to the limitations of the Company’s current and future technology platforms, Public Service will provide, at a minimum:

- 17.1. Number of dispatch events called;
- 17.2. When and for how long the dispatch events occurred, and the trigger for the dispatch event;⁴
- 17.3. Number of customers or customer groups who participated in each dispatch event;
- 17.4. Number of customers or customer groups who opted-out of each dispatch event; and,
- 17.5. Participation amongst IQ/DI Community customers, including information on IQ/DI Community benefits, to the extent the Company is reasonably able to track and report on this.

III. Solar*Rewards Commercial & Industrial (“C&I”)

A. Minimum System Size

- 18. Public Service will reduce the minimum system size to 8 kW_{AC}.

B. Capacity Levels

- 19. The Settling Parties agree that the maximum capacity of the Solar*Rewards C&I program will be 15 MW_{AC} per year for 2022, 2023, 2024, and 2025.
- 20. Public Service commits to continue its practice of re-allocating cancelled capacity within the course of a year and rolling any unallocated capacity at year-end into the following year.

⁴ “Trigger” refers to the reason for the dispatch event (e.g., reducing curtailment, peak power on the system, etc.).

C. Incentive Levels

21. The Settling Parties agree that the Commission should approve the incentive levels for Solar*Rewards C&I as set forth in the Company's Direct Case.
22. Public Service shall present quarterly participation levels at stakeholder meetings and discuss potential modifications to the program at least at the following times:
 - 22.1. If annual capacity allocated by July 1 each year, is either: (1) less than 40 percent of the available annual capacity (including any rollover); or (2) more than 75 percent of the available annual capacity (including any rollover).
 - 22.2. If such modifications are not opposed by stakeholders, the Company will propose such changes through a 60/90-Day Notice. If the modifications sought are contested by stakeholders, the Company will file a motion to amend the RE Plan for this program.

IV. Solar*Rewards Large Request for Proposals ("RFP")

A. Program Capacity

23. The Settling Parties agree that the Solar*Rewards Large RFP capacity shall be allocated until projected annual incentives reach a total of \$1 million each year, or \$4 million over the course of the 2022-25 RE Plan.
 - 23.1. If a partial project's requested capacity is expected to exceed the \$1 million annual total for the offering, Public Service will clip that project's capacity up to the maximum allowable under the \$1 million annual offering. If the project chooses not to proceed, the Company will roll any unused funds into the following year.

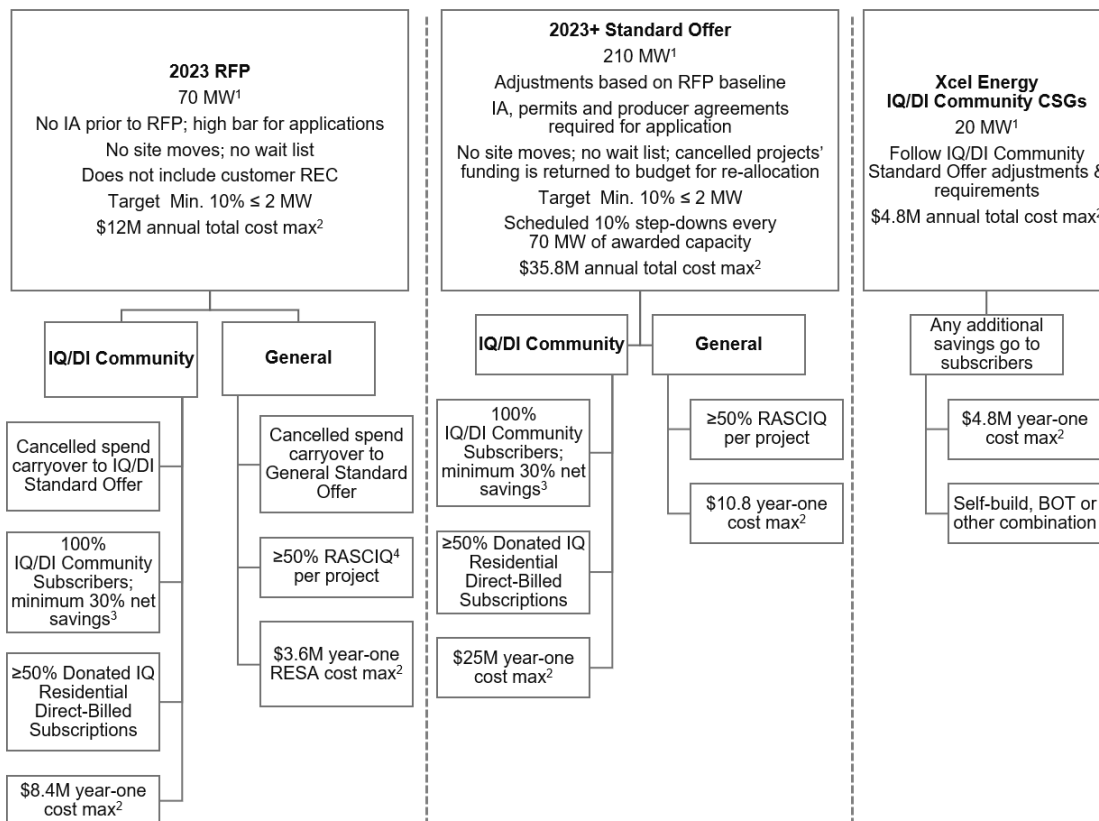
- 23.2. Large RFP projects awarded in 2023 will have a one-time, six-month extension to 24 months after executing an Interconnection Agreement for substantial completion before the deposit forfeiture process begins.
24. Public Service commits to continue its practice of rolling any unallocated capacity at year-end into the following year for the duration of this RE Plan.
- B. Cost Cap
25. The Settling Parties agree that Solar*Rewards Large RFP projects will not have an individual per project bid cap and will instead be subject to the total annual and total Plan incentive cost maximums noted in Section IV(A) above.
- V. Solar*Rewards Offerings for Income Qualified (“IQ”) Customers and Disproportionately Impacted (“DI”) Communities**
- A. Allocation of Capacity for IQ/DI Communities
26. Public Service will allocate 2 MW of Solar*Rewards residential capacity for IQ customers and DI Communities.
- B. Upfront Incentives for IQ/DI Communities
27. Public Service will provide a \$1/W upfront incentive for IQ/DI Community residential customer On-Site projects up to 7 kW in size with an annual maximum total incentive allocation across all participants of \$500,000.
28. Public Service will provide a \$0.15/W up-front incentive for C&I customers who serve IQ customers and DI Communities on top of Solar*Rewards C&I Standard Offer PBIs, with an annual maximum total incentive allocation across all participants of \$700,000.
29. Unallocated spending at year-end will be rolled into the following year.

VI. Solar*Rewards Community

A. Capacity and Incentives

30. Public Service will support a target of 300 MW of community solar garden (“CSG”) capacity up to \$52.6 million in annual total costs (100 percent of incentives/adjustment and bill credit costs) for incremental capacity over the course of the 2022-25 RE Plan. 70 percent of the spending will be allocated toward IQ/DI Community subscriptions as shown in **Figure 1** below.

Figure 1: Solar*Rewards Community Acquisition Summary



¹ Capacity shown is an indicative estimate, subject to the program budget mechanism that is a firm cap subject to paragraph 33.

² Total cost max = estimated annual total cost of all adjustments + 100% of bill credits projected in the CSG's first year. Bill credits are calculated using the then-current bill-credit rate and subscriber mix recorded in the application's producer agreement. Production is estimated using the CSGs' inputs into the online application portal. Capacity is allocated until budget thresholds are reached.

³ IQ or IQ service provider subscribers are eligible for IQ/DI Community offerings regardless of location. Only Residential or Small Commercial subscribers are eligible for IQ/DI Community incentives based on location in a qualifying DI Community.

⁴ RASCIQ = Residential, Agricultural, Small Commercial Income Qualified as defined in Colorado Rule 3877 and determined by Xcel Energy rate class where applicable.

31. Public Service will offer up to \$12 million in year-one total resource cost (inclusive of incentive/adjustment and 100 percent of bill credits based on subscriber commitments submitted with bids) *via* a 2023 RFP with 70 percent or \$8.4 million offered as an RFP for IQ/DI Community dedicated CSGs and \$3.6 million for CSGs bidding into a general CSG offering. All CSGs must meet the requirements shown in Figure 1 above.
- 31.1. This RFP will be offered within the first quarter of 2023. Spending will be awarded on a not-to-exceed budget basis. If the not-to-exceed budget results in less than 70 MW of awarded capacity, Paragraph 33 is triggered.
- 31.2. Any un-allocated, downsized, or cancelled IQ/DI Community RFP spend at the time of the Standard Offer launch will roll-forward to the IQ/DI Community Standard Offer.
- 31.3. Any un-allocated, downsized, or cancelled spend from the general RFP at the time of the Standard Offer Launch will roll to the Standard Offer.⁵
32. Public Service will offer the remaining CSG spending through Standard Offers (one general and one IQ/DI Community) beginning in 2023⁶ on a rolling, first-come, first-served basis, assuming developers have reached all other required “high bar” milestones, as defined in Section XV (Interconnection).
- 32.1. Awarded capacity from the general and IQ/DI Community RFPs will be used to set an “index” for the 2024-2025 Standard Offer pricing, respectively,

⁵ The Settling Parties do not dispute that Decision No. C18-0149 in Proceeding No. 17D-0082E addresses the permissibility of negative pricing for the RFP and Standard Offer approved in this Proceeding.

⁶ 2022 capacity is spread across 2023-2025 RE Plan years due to timing of litigating this RE Plan.

based on a weighted average methodology. The baseline for the general and IQ/DI Community Standard Offers will be set based upon the results of all awarded capacity in the 2023 RFP.

32.2. Standard Offer incentives (or adjustments) will be subject to a declining block based on capacity, with 70 MW available at the initial Standard Offer incentive and a 10 percent decrease to the then-current incentive applied to every subsequent 70 MW of capacity. For the purpose of clarity, any negative Standard Offer amounts would be lowered by 10 percent in this declining block model.

32.2.1. A project that “straddles thirds” will get the weighted average based on the available capacity (*i.e.*: a 5 MW project that enters the program when there are 4 MW remaining in the first third, will get an incentive equal to 4 x higher incentive and 1 x lower incentive).

32.2.2. REC adjustments are not subject to this declining block treatment.

32.3. Public Service shall present monthly participation levels and other performance indicators at stakeholder meetings. As indicators warrant, but no later than 12 months after the opening of the Standard Offer, the Company will discuss with stakeholders whether potential modifications are needed to address barriers or enable additional capacity through further modifications. If such modifications are not opposed by stakeholders, the Company will propose such changes through a 60/90-Day Notice. If the

modifications sought are contested by stakeholders, the Company will file a motion to amend the RE Plan for this program.

33. If the RFP results in an indicative total cost that is not forecasted to achieve at least 280 MW_{AC} of CSG capacity over the course of this RE Plan, parties shall confer and Public Service agrees to file a motion in this RE Plan to adjust the budget and/or Standard Offer acquisition process such that a total of at least 280 MW of CSG capacity is available under this RE Plan, consistent with the apportioned levels identified in Figure 1.⁷ Settling Parties reserve their rights to take any position on the motion.
34. A total of 20 MW_{AC} of IQ/DI Community CSG capacity shall be set aside for Public Service to develop and own either as self-build project(s) or through Build-Own-Transfer arrangement(s). These projects will otherwise follow the same rules and requirements as other IQ/DI Community CSGs.

B. Costs

35. The Company will introduce a total cost maximum to guide CSG acquisitions under the RE Plan and annual maximum spend by year inclusive of total bill credits and adjustments, broken out by IQ/DI Community and Standard Offer commitment, as shown in **Table 2** below. If projects come in below modeled costs, more than 280 MW_{AC} of CSG capacity will be awarded.

⁷ The 280 MW does not include any of the 20 MW Company-owned CSG capacity set-aside.

Table 2: Solar*Rewards Community Summary

	2023 RFP		2024-2025 Standard Offer		Company CSGs	Total Plan	
Indicative MW	70		210		20	300	
	IQ DI	General	IQ DI	General	IQ DI	Annual Total Resource Cost	20 Year Total Resource Cost
Indicative Capacity	50%	50%	50%	50%	100%		
Indicative Capacity MWAC	35	35	105	105	20	300	300
Total Spend Maximum	70%	30%	70%	30%	100%		
Total Spend Maximum	\$8,400,000	\$3,600,000	\$25,000,000	\$10,800,000	\$4,800,000	\$52,600,000	\$1,052,000,000

C. Administrative

36. Settling Parties agree that IQ and/or DI Community donated subscriptions to CSGs are considered a form of energy assistance for purposes of this RE Plan, and as such may rely upon the customer's signed energy assistance data release as authorization for utility release of customer data to the authorized Energy Assistance agency and agents, as documented within the Company's Energy Assistance portal. The data provided may only be used as necessary to support delivery of such energy assistance, and provided that the agency retains on record an active Commission or Federal Government approved data release form for the subscribing IQ/DI Community customer.
37. Public Service will eliminate the required customer-signed Subscriber Agency Agreement ("SAA") form for IQ customers when the subscriber agency presents a subscription terms sheet to subscribers for review. The terms sheet need not require a customer signature if signed by the S*RC Producer and/or Subscriber Agency on behalf of the S*RC Producer to agree to the terms under which subscriptions apply and can be transferred or terminated.
- 37.1. In lieu of the SAA form, Public Service will instead provide IQ customers a subscriber fact sheet ("S*RC Fact Sheet"). The S*RC Fact Sheet will be

provided in both English and Spanish, and shall be implemented within 60 days of a final decision in this case.

38. Public Service agrees to work with IQ/DI Community stakeholders to further explore ways to develop or modify potential CSG subscription options, as follows:

38.1. The Company will add to the Solar*Rewards Community stakeholder process an investigation for reporting and potential action regarding harmonizing existing software for billing systems to integrate customer premise changes. The Company will include progress reports in its annual RES reporting to the Commission on integrating systems, cost, and timing.

38.2. The Company agrees to commit to improving the Solar*Rewards Community portal usability and specifically removing error messages in enrollment.

38.3. The Company agrees to add marketing and outreach for DI Community customer selection on the Company's website to its DI Community engagement development stakeholder process.

39. Unallocated spend for IQ/DI Community will remain in the same category over the course of the year, and at year-end unallocated spend in both categories (General and IQ/DI Community) will roll into the same category in the following year.

40. Treatment of REC Payments:

40.1. For Standard Offer CSG awards, any REC value adjustment for retained RECs will net against any payment.

40.2. For RFP awards, the Company shall receive either a single up-front payment for retained RECs or shall receive annual payments for RECs from

CSG developers commensurate with their bids and the adjustment schedule. Reductions in compensation or payments made for retained RECs will be included in the total budget calculation (on a NPV basis) for each specific budget (standard or DI/IQ).

41. Public Service will not allow site moves or a waitlist for CSG applications.
42. Public Service will adjust co-location limitations on a going-forward basis to be based on parcel definition rather than distance. This will not apply to existing and awarded CSGs at the time of the Settlement. The total CSG capacity on a given parcel may not exceed the maximum size allowable per the Commission's rules. Parcels may not be split (or subdivided) to accommodate CSGs approved in this Plan or later. Regardless of size, there is a limit of one CSG per vintage per parcel. Each CSGs must have a separate meter and interconnection.
43. Public Service will publish a monthly enhanced queue report.
44. Public Service commits to using good faith efforts to engage in a collaborative stakeholder process with the objective of creating and enabling equitable access for IQ customers and DI Communities that strives to result in bill savings and a positive customer experience, including removing paperwork barriers, and efficient enrollment for customers who may be identified as IQ.

D. Miscellaneous

45. The Settling Parties recommend that the Commission open a Miscellaneous docket to explore CSG reforms to enhance emission reductions and grid value that will support Colorado's clean energy transition prior to the filing and approval of the Company's future RE Plans.

46. The Settling Parties commit to exploring the concept of Community-Owned IQ/DI Community CSG Standard Offer enrollment, through the stakeholder process or IQ/DI Community Outreach and Engagement process. If a process is not opposed by stakeholders, the Company may propose such changes through a 60/90-Day Notice.

VII. Off-Site DG Program

47. The Settling Parties recommend that the Commission approve the Company's Off-Site program as set forth in the Company's Direct Case, subject to the below modifications.
48. The Settling Parties recommend that the Commission approve an Off-Site DG bill credit based on a methodology similar to Black Hills' approved Off-Site tariffed credit. Public Service's Off-Site credit will be calculated based off the average retail rate for each rate class, less the current year cost (reasonable charge) of transmission, distribution, and public benefit riders/adjustment clauses, *i.e.*, the Demand Side Management ("DSM") Cost Adjustment ("DSMCA"),⁸ Renewable Energy Standard Adjustment ("RESA"), Colorado Energy Plan Adjustment ("CEPA"), and Transportation Electrification Programs Adjustment ("TEPA"). Once in effect, the Clean Energy Plan Rider ("CEPR") will also be deducted from the average retail rate to calculate the off-site net metering credit.
49. The current-year cost of transmission and distribution will be based on the functionalized revenue requirements from the Company's most recent rate case

⁸ DSM costs recovered through base rates will also be deducted.

plus the transmission and distribution costs included in any non-base rate adjustments (riders). Functionalized revenue requirement calculations are very similar to Federal Energy Regulatory Commission ("FERC") formula rates except that they reflect the ratemaking conventions authorized by this Commission, including but not limited to authorized rates of return.

50. Public Service will file a compliance Advice Letter on less than statutory notice after a final order is issued in this Proceeding to establish the Off-Site DG bill credit through a separate Off-Site DG tariff.
51. Public Service will make a filing by the end of 2023 to establish capacity for 2024 and 2025 based on market demand. Public Service will present its proposed capacity levels to stakeholders at a RES stakeholder meeting prior to making the filing.
52. Subject to the statutory 200 percent maximum, for a single-meter customer, the size of the Off-Site system cannot exceed 500 kW. For a multiple-meter customer, the system size cannot exceed 300 kW per meter that a customer is responsible for.
53. Settling Parties agree not to challenge the methodology identified in Paragraphs 48 and 49 as part of the above-referenced compliance Advice Letter filing, but maintain their right to contest this proposed methodology as part of any other future proceeding or rulemaking.

VIII. Renewable*Connect 1.0 (“R*C-1.0”)

A. Earnings Sharing Mechanism & Administrative Cost Cap

54. Public Service will make adjustments to simplify the earnings sharing mechanism as proposed in the Company’s Direct Testimony with 60 percent of earnings to be retained by the Company and 40 percent going to the RESA through this RE Plan. The Company will cap at \$0.004/kWh, the administrative costs that are included in the R*C Charge.

B. R*C-1.0 Tariff

55. Public Service commits to make a compliance tariff filing to update its R*C-1.0 tariff as appropriate. Parties agree the Company should be permitted to file the compliance Advice Letter on less than statutory notice, consistent with Section XXIII below.

C. R*C-1.0 Reporting

56. The R*C-1.0 costs and revenues will be reported annually in the Company’s RES Compliance Report, including curtailment volume and costs (under appropriate confidentiality designation), calculation of earnings, and distribution of shared revenue.

IX. Renewable*Connect 2.0 (“R*C-2.0”)

A. Resource Acquisition

57. Public Service recognizes the principle that as a voluntary product offering, Renewable*Connect programs should not negatively affect non-participants, with resource acquisition and administration costs to be paid for by participants. Settling Parties also acknowledge customer interest in an R*C-2.0 offering, as

evidenced by testimony filed in this Proceeding and public comments submitted in this Proceeding.

58. The Settling Parties agree that Public Service will withdraw its R*C-2.0 proposal from this Proceeding without prejudice and may re-file an Application for approval of R*C-2.0, with a request for an expedited approval process. Settling Parties will not challenge the Company's request for expedited approval based on the following conditions, but reserve their rights to take any position on the merits of the application:

- 58.1. Public Service may seek an expedited approval process to approve the acquisition of up to 300 MW of resources for the R*C-2.0 program. The Company will prioritize pairing the generation resource with a battery storage resource as part of its proposal. To do so, the Company will include the social cost of carbon and potential to reduce curtailments and emissions when evaluating project cost-effectiveness.
- 58.2. To explore opportunities for increased grid value of storage, the Company will consider potential longer-duration battery technologies. To the extent the Company determines that a battery storage resource cannot be cost-effectively procured for R*C-2.0, for comparative purposes, the Company commits to presenting in its application a clean energy resource paired with battery storage as an alternative for review and consideration, detailing why it does not believe the storage resource adds sufficient value.
- 58.3. The participant subscriber charge will include the cost of curtailment forecast to be caused by R*C-2.0.

58.4. To the extent Public Service seeks to leverage its upcoming 2021 Electric Resource Plan and Clean Energy Plan ("2021 ERP & CEP") Phase II RFP process in Proceeding No. 21A-0141E:

58.4.1. The Company will update its 2021 ERP & CEP RFP document(s) to indicate that bids may be considered for non-CEP acquisitions, such as a voluntary RE program. This will effectively put bidders on notice that their bids, including bids combining solar and storage, could be used for purposes other than CEP compliance without the need for refreshing or rebidding.

58.4.2. As part of the 2021 ERP & CEP Phase II process, Public Service would select an R*C-2.0 project or projects from bids that were advanced to computer modeling. The Company may file its expedited application: (1) after the 120-Day Report and prior to a final 2021 ERP & CEP Phase II decision if the project(s) was/were not selected as part of any presented portfolio or as a backup bid in the 120-Day Report; or (2) after a final 2021 ERP & CEP Phase II decision has issued if the project(s) was/were not selected as part of the approved portfolio (including as a backup bid).

58.5. As part of its filing, the Company will identify the preferred project(s), customer interest, cost, calculation of projected shared earnings, annual greenhouse gas emissions through 2030, and anticipated participant costs (subject to appropriate confidentiality protections).

- 58.6. Public Service will propose to set aside 50 MW of R*C-2.0 for a community option whereby interested customers in communities with sustainability goals may subscribe to the program on a priority basis. This would include program subscriptions for community properties as well (to be defined in the future filing).
- 58.7. If Public Service files an application for R*C-2.0 that does not meet the conditions in this Paragraph 58, other Settling Parties retain their right to oppose any request for expedited treatment of the application.
59. Notwithstanding the above, Public Service maintains the right to file an Application for R*C-2.0 at any point in time that is not subject to any of the conditions listed above.
60. For any R*C-2.0 Application filed, including if Public Service seeks expedited approval, parties will have the ability to file testimony and propound discovery consistent with a typical litigated application proceeding under Commission Rule 1303.

X. Renewable*Connect Natural Gas ("R*C-NG")

61. The Settling Parties agree that Public Service will withdraw its R*C-NG program from this Proceeding without prejudice. Public Service may refile the program as a voluntary program in its Clean Heat Plan ("CHP") or through a separate filing, alongside other voluntary decarbonization programs. Settling Parties reserve the right take any position on the Company's proposal(s).

XI. Renewable*Connect Month-to-Month (“R*C-MTM”)

A. Program

62. The Settling Parties agree that the Commission should approve the R*C-MTM program as set forth in the Company’s Direct Case, with the flexibility for customers to enter into a longer-term contract.⁹

XII. Renewable*Connect Community (“R*C-C”)

A. Program

63. The Settling Parties agree that the Commission should approve the R*C-C program as set forth in the Company’s Direct Case.¹⁰

XIII. Renewable Energy Standard Adjustment (“RESA”)

A. Continue the RESA at One Percent

64. The Settling Parties agree that the RESA should continue to be collected at one percent through 2030. Parties retain the flexibility to advocate for RESA adjustments after the conclusion of the 2022-25 Plan.

B. Lock Down of Modeled Incremental Cost for Group 2 and 3 Resources

65. The Settling Parties agree that the Commission should approve the Company’s proposal to lock down the modeled incremental costs for existing renewable

⁹ Public Service acknowledges the REC retirement procedures set forth in Paragraphs 17 and 68 of the Updated Non-Unanimous Partial Settlement Agreement in Proceeding No. 21A-0141E, as approved in Decision No. C22-0459 in that Proceeding, for the retirement of RECs associated with renewable energy used to serve customer load attributed to the CEP. Consistent with Colorado statute at § 25-7-105(1)(e)(VIII)(H), C.R.S., RECs may be retired on behalf of customers, including under voluntary renewable programs such as R*C-MTM and R*C-C, with the renewable generation represented by those RECs counting toward emissions reductions requirements at § 40-2-125.5(3)(a)(I), C.R.S. REC retirements made and claimed for voluntary programs such as R*C MTM and R*C-C will be removed from the numerator of the calculation of Public Service’s Certified Renewable Percentage. The Company agrees to confer with Staff and WRA regarding notification to participating subscribers to Windsource/R*C-MTM and R*C-C of REC retirement procedures relevant to these programs.

¹⁰ Reference footnote 9, above.

energy resources in Group 2 as set forth in its Direct Case, and for resources in Group 3 through December 31, 2025. The Company agrees to report actual generation costs and modeled incremental costs of Group 3 resources in its next RE Plan filing.

C. Incremental and Avoided Costs Associated with Retail Distributed Generation ("RDG") Procurement & Non-RDG Solar Resources

66. The Settling Parties agree that the incremental and avoided costs associated with Retail Distributed Generation ("RDG") procurement approved in this Plan be established following Phase II of the Company's 2021 ERP & CEP, after the receipt of actual bids and updated pricing assumptions. The Company may present modeling that reflects the lost revenue associated with net metering bill credits but agrees not to apply that modeling convention to the RESA account.
67. The Settling Parties agree that, for purposes of non RDG solar resources, going forward, the avoided cost for renewable energy projects will be determined using an average \$/MWh cost for resource categories including, but not limited to, wind, solar, and storage. This procedure will match what has been historically followed for RDG projects.¹¹

D. Maximum Threshold for Schedule SPVTOU-B

68. Public Service agrees to make the appropriate Advice Letter filing to change the maximum threshold for Schedule SPVTOU-B to 1 MW of solar, to match the new limit associated with the Solar*Rewards C&I program. Public Service agrees to

¹¹ The RES/No-RES modeling is further articulated in the Direct Testimony of Company witness Mr. Alexander G. Trowbridge.

re-evaluate the SPVTOU time periods in its Phase II Rate Case required to be filed by the end of the year.

XIV. IQ/DI Community Engagement and Outreach

A. IQ/DI Community Engagement and Outreach Plan

69. Public Service will develop and execute a comprehensive IQ/DI Community Engagement and Outreach Plan for its RE programming, as set forth in its Rebuttal Case. To capture efficiencies, and simplify the customer experience, Public Service retains the right to propose expanding the areas (e.g., into DSM or Electric Vehicle (“EV”) programs) covered by its IQ/DI Community Outreach and Engagement Plan as part of a future proceeding, with the understanding that expanding the outreach program may be appropriately funded from other/non-RESA supported programs.
70. Partnership with CBOs representing IQ/DI Community interests will be central to the development of the Community Engagement and Outreach Plan, as well as plan execution.
71. Public Service will work with relevant stakeholders, including CBOs representing IQ/DI Community interests and other interested parties, to develop a list of preferred organizations that serve IQ customers and DI Communities and that can support community engagement and outreach, as well as program implementation.
72. Frontline CBOs will be contracted by Public Service as agreed by stakeholders to support plan development, education, and outreach, as well as program implementation.

73. As part of the IQ/DI Community Engagement and Outreach Plan, Public Service will evaluate how IQ/DI Community earmarked funds will be allocated to support customer outreach and IQ/DI Community program participation, and any necessary modifications via a 60/90-Day Notice.
74. Public Service will report on its efforts and progress through its annual RES Compliance Report.
75. As part of its annual RES reporting on IQ/DI Community matters, Public Service agrees to provide data and reporting on IQ/DI Community participation in renewable energy and storage programming by census block group ("CBG") and program, to the extent technically feasible. Public Service will explore reporting this information through a map of CBGs in its service territory, showing participation rates in renewable energy programming and indicating which CBGs are classified as DI Communities. If the Commission or the Company adds communities to the definition of DI Community that are not characterized by CBG, the Company will make efforts to collect and report renewable energy program participation data for these communities. Parties may raise additional reporting topics through the RES stakeholder process and IQ/DI Community Engagement and Outreach Plan, and reserve their right to propose other reporting proposals as part of Commission rulemakings/future proceedings.
76. As part of the Company's annual RES reporting, it will make good faith efforts to track and report on IQ/DI Community program participation and spend, including interest based on customer applications and geographic spread within the Company's service area to the extent such information is available and/or can be

reasonably obtained. In its annual RES Compliance Report, Public Service will summarize remaining barriers to program participation and potential RE program changes to address barriers to the extent the Company has such information. Paths for addressing any such barriers shall be determined through collaboration with stakeholders. Not less than 15 percent of the total IQ/DI Community Outreach and Flexibility budget each year shall directly support CBO partners.

77. Public Service is authorized to recover costs associated with its IQ/DI Community Engagement and Outreach Plan through the RESA as approved in the flexible IQ/DI Community budget, and so long as the scope remains limited to RE Plan Programming.

B. IQ/DI Community Flexible Budget

78. The IQ/DI Community flexible budget identified in Section I can be used on outreach and engagement, culturally and linguistically appropriate outreach to IQ/DI Communities, education including youth education, and CBO and other program implementation partnerships to address program implementation barriers.
79. Public Service will earmark \$250,000 annually from its IQ/DI Community budget to support workforce development programming in IQ/DI Communities.
80. Training shall focus on programs that address barriers specifically for IQ/DI Communities and may include but is not limited to apprenticeship.

XV. Interconnection

A. Interconnection Agreements and Process

81. The Settling Parties agree that the Interconnection process and bid requirements set forth in the 2021 CSG RFP will serve as the foundation for the 2023 CSG RFP (with the exception of no waitlist).
82. For purposes of this RE Plan, Public Service will modify the Company's CSG acquisition and interconnection process to a "hybrid approach" that requires a signed Interconnection Agreement before awarding Standard Offer capacity, and an RFP process that does not require a signed Interconnection Agreement.
 - 82.1. **2023 RFP:** Will follow the same process as the 2021 RFP with the exception of no waitlist.
 - 82.1.1. Settling Parties agree that Interconnection Applications for CSGs must include proof of permitting applications submitted at the time of the interconnection application.
 - 82.2. **Standard Offer:** Will require a signed interconnection agreement prior to being awarded Standard Offer capacity.
83. Settling Parties acknowledge that this hybrid approach is a new process that will require time and internal process changes to implement. It therefore may present implementation challenges, such as interconnection queue congestion and unforeseen challenges/pressures on Company staff. The Settling Parties commit to making good faith efforts to work through such implementation issues collaboratively and patiently.

84. Settling Parties agree that appropriate requirements (e.g., proof of permit submission) will be utilized to ensure a flood of speculative Standard Offer interconnection applications does not occur.
85. **For Standard Offer:**
- 85.1. Site control means that a developer must have a fully executed lease option, a deed, or option to purchase. A letter of intent is not sufficient.
- 85.2. A developer must have secured all non-ministerial permits (e.g., 1041 land use permits).
- 85.3. Per Commission Rule 3882(d)(i), for CSG projects developed by qualifying entities, escrow requirements do not apply.
86. Settling Parties agree that no site moves will be permitted for projects awarded through the Standard Offer or RFP as part of this RE Plan.
87. Settling Parties agree that no interconnection applications for Standard Offer projects may be submitted prior to the final written approval of Standard Offer incentives following the conclusion of the 2023 RFP awards, and that RFP awards may not later be “converted” to Standard Offer applications unless they withdraw and start the interconnection and Standard Offer application process as entirely new applications.
88. Settling Parties acknowledge that an influx of locationally clustered CSG capacity may lead to cluster studies, in which case study periods and timelines may be dictated by the utility. The Company commits to using good faith efforts to conduct cluster studies as expeditiously as possible, though Settling Parties recognize this is a new process.

89. Settling Parties agree that if a reasonable queue and/or application progress is not seen within the first six months of the Standard Offer release, the Company will work with stakeholders to address root causes and likely barriers. If program modifications that may ensue are unopposed by stakeholders, the Company will propose such changes through a 60/90-Day Notice. If the modifications sought are contested by stakeholders, the Company will file a motion to amend the RE Plan regarding the Solar*Rewards Community Standard Offer program.
90. The Settling Parties agree that the RESA administrative budget can be used to fund and accelerate the implementation of a one-time information technology upgrade that will allow the Company to conduct interconnection studies and hosting capacity analysis more expediently.

B. Rulemaking – CSG Interconnection, Etc.

91. The Settling Parties recommend that the Commission open a Notice of Proposed Rulemaking to address interconnection of CSGs and also to consider cluster studies in relationship to current interconnection rules.
92. Settling Parties agree that as part of either the CSG interconnection rulemaking, or a separate rulemaking that occurs during this RE Plan, the Commission should evaluate and address whether CSGs should be subject to curtailment and what compensation structure is appropriate.
93. If the Commission declines to scope the issue of CSG curtailments in a rulemaking by December 31, 2023, Public Service reserves its right to otherwise seek a Commission determination, regarding the propriety of CSG curtailments through a petition for declaratory order or through its direct testimony in another related

proceeding. Public Service will notify parties to this Proceeding of any request related to CSG curtailments on or about the time of its filing.

C. Flexible Interconnection

94. Public Service commits to exploring the potential for “flexible interconnection” for consideration as part of a future RE Plan or filing and commits to including a recommendation on whether and how it will offer flexible interconnections, which parties can respond to.

XVI. Storage and Resiliency

95. Public Service commits to work with stakeholders, including IQ customers, members of DI Communities, local governments, and CBOs to explore a Community Resiliency Hub, for example, as initially discussed in WRA witness Ms. Valentine’s testimony including options for Company and community ownership. To explore opportunities for increased grid value of storage and resiliency opportunities, the exploration process may consider potential longer-duration battery technologies.
96. Stakeholder Engagement: After CBO engagement, Public Service will engage interested stakeholders in the program design process, either through the Company’s quarterly stakeholder meetings or through a dedicated series of meetings. Stakeholder discussions should address, at a minimum:
- 96.1. Budget and number of participants;
 - 96.2. Program design and approach for participant selection;
 - 96.3. Opportunities for collaboration and external funding; and,
 - 96.4. Technical characteristics of the project(s).

97. Public Service may bring a proposal forward to the Commission through an appropriate process, which may include a motion, or as a future application as Public Service deems appropriate.
98. If Public Service does not bring forward a Community Resiliency Hub offering during the term of this RE Plan application, the Company will propose another offering for energy storage that focuses on IQ customers and DI Communities in its next RE Plan application, or as a stand-alone application prior to its next RE Plan.

XVII. EnviroScreen

99. Public Service agrees to use the Colorado Department of Public Health and Environment (“CDPHE”)’s EnviroScreen mapping tool to identify DI Communities for inclusion in its 2022-25 RE Plan, until or unless the Commission adopts rules or authorizes the Company to use another resource or method.
100. Public Service’s IQ/DI Community Outreach and Engagement Plan will also inform stakeholders of this mapping and identification process. The Company agrees to update stakeholders and receive feedback through its quarterly stakeholder process on the use of the EnviroScreen tool.

XVIII. Data Enhancements to Support Grid Value of Renewable Energy Programs

101. Public Service agrees to investigate the technical requirements, costs, and processes associated with tracking hourly RECs during the course of this RE Plan and report on it as part of its annual RES Compliance Report.

XIX. 60/90-Day Notice Process

102. The Settling Parties agree that the Company will adopt a 60/90-Day Notice process similar to the one utilized in the Company's DSM plans. The 60/90-Day Notice process will be primarily used for IQ/DI Community programming purposes. However, the process may be used for targeted programming changes as specifically identified in this Settlement Agreement.
103. The Company will provide a summary of modifications implemented through its 60/90-Day Notice as part of its annual RES Compliance Report and quarterly stakeholder groups, as appropriate.
104. For IQ/DI Community programming, a 60-Day Notice process will apply to any programmatic changes to approved RE Plan IQ/DI Community offerings. A 90-Day Notice process will apply to propose new RE Plan IQ/DI Community offerings. The Company would provide notice to its RE Plan stakeholders, as well as new stakeholders that are identified through the IQ/DI Community Engagement and Outreach Plan process.
105. Public Service will engage in outreach prior to introducing any new programs or changes to programs through the 60/90-Day Notice process.
106. Public Service will engage in a quarterly stakeholder process, either as part of or in addition to its existing process, where ideas for renewable energy and/or IQ/DI Community programming may be introduced and discussed. Stakeholder meetings will also discuss progress and reporting on IQ/DI Community programming and spending and any known barriers and opportunities to overcome

them. Any program or concept introduced through a 60/90-Day Notice must first be presented at a stakeholder meeting.

107. The Company may continue to propose other RE Plan modifications that have been presented to RE stakeholders through a motion filed in this Proceeding.

108. Staff retains the ability to file a Notice of Deficiency to identify issues from the 60/90-Day Notice process Staff believes should be brought to the Commission's attention.

108.1. Nothing in this Settlement precludes parties from filing an objection to identify issues from the 60/90-Day Notice process if Staff does not file a Notice of Deficiency or does not adequately address party concerns in its Notice of Deficiency.

XX. Curtailments

109. To the extent not already covered by decisions or settlements in Electric Commodity Adjustment ("ECA") proceedings, and to the extent possible while respecting renewable contract arrangements, the Company will report monthly aggregated renewable curtailment data on an annual basis in the ECA and Purchased Capacity Cost Adjustment ("PCCA") Annual Prudence Review proceedings.

110. Settling Parties agree that curtailment costs arising from curtailment of the generating resource supplying R*C-1.0 are appropriately recovered through the ECA.

111. Public Service will, as part of its monthly RESA report, publicly report on its monthly curtailment volume in MWh, on an aggregate basis broken out by solar and wind,

for all renewable generation assets on the Company's system.¹² Consistent with the Company's existing monthly RESA reporting, the applicable timeframe shall be the month ending two months prior (*i.e.*, the July report would contain monthly curtailment volumes from April). Settling Parties acknowledge that given the timing of such reporting, the curtailment data will be based upon best available information and subject to change as a result of the Company's settlement/billing process with counter-parties. Such reporting will begin after the written decision in this Proceeding and will conclude at the end of 2025, though it may be reviewed as part of the Company's next RE Plan.

112. The Settling Parties agree that all other issues raised in testimony related to curtailments may be addressed and discussed through the ECA and PCCA Annual Prudence Review and the curtailment stakeholder group that was recently approved as part of the Company's 2021 ERP & CEP. The Settling Parties agree no additional action shall be taken on such recommendations as part of this Proceeding.

XXI. Deferral of Legal Expenses

113. The Settling Parties agree that the Commission should grant the Company's request for a deferral of legal expenses related to the litigation of this Proceeding as set forth in the Company's Direct Case.

¹² The monthly RESA reports are filed in Proceeding No. 06S-016E.

XXII. Waivers and Variances

A. Waiver of Rule 3657(a)

114. Settling Parties recommend that the Commission grant the Company's requested waiver from Rule 3657(a) so that the Company may file for approval of this Plan separately from the filing of its ERP.

B. Variances from the Company's Tariffs and Rules 3652(ff), 3664(a), and 3878(b)

115. Settling Parties recommend that the Commission grant the Company's requested variances from the Company's tariffs and Rules 3652(ff), 3664(a), and 3878(b) to allow the Company to size retail renewable DG to supply up to 200 percent of a net metering customer's or CSG subscriber's reasonably expected average annual electricity consumption at all properties owned or leased by the customer within the Company's service territory.

C. Waiver of Rule 3661(d)

116. Settling Parties recommend that the Commission grant the Company's requested waiver from Rule 3661(d) so that the Company may use up to 15 percent of its RESA collections to cover administrative costs through the end of this RE Plan.

D. Partial Waiver of Paragraph 21 of Commission Decision No. C20-0700

117. Settling Parties recommend that the Commission grant the Company's requested partial waiver from paragraph 21 of Commission Decision No. C20-0700 so that Public Service may extend the RESA at one percent.

E. Any Other Waivers or Variances Deemed Necessary

118. Settling Parties recommend that the Commission grant the Company any other waivers or variances deemed necessary to carry out the Company's proposals in this Proceeding and the 2022-25 RE Plan.

XXIII. Compliance Advice Letters

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

XXIV. Model Contracts

120. Settling Parties agree that the contracts as presented in Volume 3 of the Company's RE Plan filing, except as modified below, should be considered model contracts and subject to reasonable modification through the course of negotiation.
- 120.1. Developer proposals to modify standard or model agreements will not negatively impact their bids in evaluation.
121. Public Service agrees to remove curtailment clauses in its model S*RC Producer Agreements until otherwise authorized to include them.
122. All other changes to the Company contracts accepted in the Company's Rebuttal Testimony will be incorporated.
123. The Company agrees to provide a redlined comparison of model contracts presented in Volume 3 of this RE Plan filing next to contracts presented

in the Company's prior RE Plan filing. Public Service shall delineate material alterations with an explanation as to why the Company is proposing such.

XXV. Other

124. While Settling Parties fully support this Settlement Agreement and jointly recommend approval of this Settlement Agreement, they acknowledge that some parties maintain divergent views on the total cost and total cost calculations of this RE Plan as a whole and certain programs within it. Each of the Settling Parties therefore reserves its right to present its own information interpreting the total cost of this RE Plan and the various programs and proposals within it.

GENERAL PROVISIONS

125. 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.
126. 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.

127. 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.
128. 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.
129. 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.
130. 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.

131. 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.
132. 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.
133. There shall be no legal presumption that any specific Settling Party was the drafter of this Settlement Agreement.
134. 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 1st day of September, 2022.

Agreed on behalf of:

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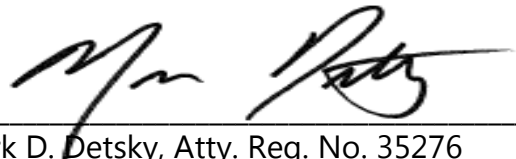
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