

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 16AL-0048E

IN THE MATTER OF ADVICE LETTER NO. 1712 FILED BY PUBLIC SERVICE COMPANY OF COLORADO TO REVISE ELECTRIC BASE RATES AND CHANGES TO TARIFF SHEETS AND REPLACE PUC NO. 7 WITH PUC NO. 8 TO BECOME EFFECTIVE FEBRUARY 25, 2016.

PROCEEDING NO. 16A-0055E

IN THE MATTER OF THE APPLICATION OF PUBLIC SERVICE COMPANY OF COLORADO FOR APPROVAL OF ITS SOLAR*CONNECT PROGRAM.

PROCEEDING NO. 16A-0139E

IN THE MATTER OF THE APPLICATION OF PUBLIC SERVICE COMPANY OF COLORADO FOR APPROVAL OF ITS 2017-2019 RENEWABLE ENERGY COMPLIANCE PLAN.

OPENING SETTLEMENT TESTIMONY OF RICK GILLIAM

ON BEHALF OF VOTE SOLAR

September 2, 2016

1 **Q. Please state your name and business address.**

2 A. My name is Rick Gilliam. My business address is 590 Redstone Drive, Suite 100,
3 Broomfield, Colorado.

4 **Q. On whose behalf are you submitting this answer testimony?**

5 A. I am submitting this testimony on behalf of Vote Solar.

6 **Q. Did you previously provide testimony in one or more of the proceedings that is**
7 **resolved in the proposed Non-Unanimous Comprehensive Settlement**
8 **Agreement?**

9 A. Yes, I did. I submitted answer testimony in Docket Nos. 16AL-0048E (the general
10 rate case Phase 2 proceeding), and answer and cross-answer testimony in 16A-0055E
11 (the Solar*Connect proceeding). In those testimonies, I discuss my background
12 include a summary of my background.

13 **Q. Did Vote Solar participate in Proceeding No. 16A-0139E, the 2017-2019**
14 **Renewable Energy Plan?**

15 A. No, Vote Solar did not intervene in the Renewable Energy Plan (“RE Plan”)
16 proceeding, but due to the overlap of subject matter across these three proceedings,
17 we participated in the discussions addressing certain elements that reflected in the
18 agreement in the section that addresses the RE Plan proceeding.

19 **Q. Does Vote Solar support the Non-Unanimous Comprehensive Settlement**
20 **Agreement?**

21 A. Yes, we do.

1 **Q. What is the purpose of your testimony in this proceeding?**

2 A. The purpose of my testimony is to address issues raised by Vote Solar in previously
3 filed testimony, how the Non-Unanimous Comprehensive Settlement Agreement
4 (“Agreement”) addresses my concerns, and the benefits of Commission adoption of
5 the Agreement.

6 **Q. Please briefly summarize your testimony.**

7 A. I will address, in turn, the concerns I raised in the two dockets in which Vote Solar
8 intervened—first, the Phase 2 proceeding, and second, the Solar*Connect case.

9 **Q. Please summarize the issues you raised in the Phase 2 proceeding.**

10 A. This case represents the second phase of the Company’s general rate case (“GRC”).
11 In Phase 1, the Commission approved the Company’s revenue requirement. In Phase
12 2, the Commission will approve an allocation of that revenue requirement to the
13 various customer classes and the specific rates designed to collect the appropriate
14 revenue from each class. In its submittal, the Company proposed a variety of changes
15 to existing rates, the closing of a number of rates, the expansion of applicability of
16 certain rates, and a new residential rate pilot program. In addition, although not a
17 pricing change, the Company proposed a new mechanism to ensure full recovery of
18 its rate case expenses associated with this proceeding.

19 The specific recommendations I proposed in the Phase 2 case include the following:

- 20 • Reject the proposed Grid Use Charge (“GUC”) and retain volumetric pricing of
21 distribution costs until conclusion of the Grid Intelligence and Security Certificate
22 of Public Convenience and Necessity (“Grid CPCN”) proceeding. If
23 appropriately raised subsequent to the GRID CPCN proceeding, the Commission
24 can consider whether implementation of a GUC is justified at that time;

- 1 • Maintain the SPV-TOU, STOU, PTOU, and TTOU rate schedules without a cap
2 to gather information that will be useful to inform the development of future rate
3 structures and pricing;
- 4 • Expand the applicability of the Time-of-Use (“TOU”) Electric Commodity
5 Adjustment (“ECA”) as an option to any customer who has the appropriate
6 metering capability;
- 7 • Reject the notion of a single demand-charge-based residential pilot program.
8 Instead, add a second residential pilot program of similar size based on TOU
9 pricing;
- 10 • Implement a TOU pricing pilot for Schedule C customers based on the same time
11 periods and pricing philosophy as the residential TOU pilot;
- 12 • Reject the Auxiliary Service proposal as being premature at best and discouraging
13 to new distributed energy resource (“DER”) technology that brings significant
14 benefits to the grid;
- 15 • Put the concepts within the Company’s long-term rate design (“LTRD”) on hold,
16 pending the outcome of the Grid CPCN proceeding and analysis of the additional
17 information to be gathered through the pilot programs discussed above; and
- 18 • Reject the Company’s proposed guaranteed full recovery of its rate case expenses
19 and establish a reasonable cap on those expenses, as well as allow for intervenor
20 compensation.

21 **Q. Please summarize the issues you raised in the Solar*Connect proceeding.**

22 A. I raised a number of issues, and made the following recommendations to the
23 Commission:

- 24 • Deny the request of PSCo to implement the Solar*Connect (“S*C”) program
25 due to the anti-competitive nature of the program. The Company always has
26 the ability to participate in the Community Solar Garden (“CSG”) program as
27 it is currently structured, but the consequences for the solar market in
28 Colorado of this S*C proposal are too severe to allow it to be implemented.
- 29 • If the Company does participate in the CSG program, or if the Commission
30 allows the Company to implement some form of S*C in the future, I
31 recommend (1) a firewall be created between S*C employees and retail
32 customer data, and (2) a third party administer the two S*R programs with
33 which PSCo would be competing.
- 34 • If PSCo proposes a S*C program in the future, several additional program

1 modifications are necessary, including modifying the subscriber credit and
2 revenue sharing proposals to ensure that the capacity benefits of solar are
3 accurately incorporated and that customers benefit from any excess revenue
4 generated; and creating a low-income component or a separate low-income,
5 subscription-based project to ensure that low-income customers can benefit
6 from this additional solar option.

7 In cross-answer testimony, I responded to several issues raised by Staff and the Office
8 of Consumer Counsel (“OCC”), making the following recommendations to the
9 Commission:

- 10 • Reject Staff’s non-participant subsidy conclusion and OCC’s premium pricing
11 proposal, as I discuss above.
- 12 • Deny the Company’s proposed S*C program because of its anti-competitive
13 nature. If the Company participates in the CSG program, or if the
14 Commission allows the Company to implement some form of S*C in the
15 future, I recommend that the Commission reject (1) Staff’s recommended
16 finding that the Company’s proposed pricing of the avoided cost value of the
17 S*C project generation creates non-participant subsidies, and (2) the OCC’s
18 proposed adder to ensure the premium nature of the product.
- 19 • Consistent with my answer testimony, if PSCo participates in CSG or offers
20 some form of S*C in the future, I recommend (1) a firewall be created
21 between S*C employees and retail customer data, and (2) a third party
22 administer implement the two S*R programs with which PSCo would be
23 competing.

24 **Q. Does the Agreement resolve each of your issues consistent with your**
25 **recommendations?**

26 A. No, it does not. However, the overall package embodied in the Agreement represents
27 a reasonable set of programs and commitments by PSCo and provides for ongoing
28 stakeholder group discussions that will research several important topics. In addition,
29 the Agreement also provides that the specific methods adopted in the Agreement have
30 no precedential value. Thus, Vote Solar believes that, on balance, the Agreement is
31 worth supporting.

1 **Q. Were you satisfied with the settlement process?**

2 A. No. The Settlement discussions were begun without a number of parties in the room,
3 including Vote Solar. We had no information about the issues being addressed in the
4 discussion until approximately three weeks after the Settlement discussions began.
5 When we were finally invited in to the discussions, the basic framework for this
6 agreement was complete.

7 **Q. Did you express these concerns at the outset?**

8 A. Yes. Our attorney required certain conditions from the Company for our involvement
9 and participation in the ongoing settlement talks, to which the Company agreed.

10 These were:

- 11 • By agreeing to pursue further settlement talks, Vote Solar is in no way giving
12 up its right to litigate the Solar*Connect and Phase 2 cases in the event that
13 either no settlement is reached or a partial or non-unanimous settlement is
14 reached.
- 15 • By agreeing to pursue further settlement talks, Vote Solar is not agreeing to
16 any terms/conditions/concepts that may have been developed/agreed to by any
17 subgroup of parties who have been engaging in settlement conversations over
18 the past three weeks, which did not include Vote Solar. To the extent that
19 potential settlement terms/conditions/concepts have been developed/agreed to
20 among the subgroup and will be presented to the rest of the parties to the
21 Solar*Connect and/or the Phase 2 rate cases, the Company commits to explain
22 each term/condition/concept and provide supporting data upon request.

23 **Q. Please describe why you are willing to withdraw your specific recommendations**
24 **to the Commission as a result of the Agreement.**

25 A. The Agreement reflects the give and take of many parties, and each of us must weigh
26 our chances of success in litigating the issues we care about. Of the issues I raised in

1 the two dockets in which Vote Solar is an intervenor, the Agreement reflects our
2 proposal or position for several, a compromise for several others, and the loss of
3 others.

4 **Q. Please identify the issues in both the Phase 2 and Solar*Connect proceedings**
5 **where your position prevailed.**

6 A. As noted above, I made a series of recommendations in Phase 2 answer testimony, in
7 Solar*Connect answer testimony, and in Solar*Connect cross-answer testimony. I
8 don't believe our position prevailed on any of our issues in Solar*Connect, which will
9 be discussed in more detail below. The Phase 2 recommendations that are reflected
10 in the Agreement, i.e. issues that were resolved favorably, include:

- 11 • Reject the proposed GUC and retain volumetric pricing of distribution costs until
12 conclusion of the Grid CPCN proceeding. If appropriately raised subsequent to
13 the GRID CPCN proceeding, the Commission can consider whether
14 implementation of a GUC is justified at that time;
- 15 • Reject the notion of a single demand-charge-based residential pilot program.
16 Instead, add a second residential pilot program of similar size based on TOU
17 pricing;
- 18 • Implement a TOU pricing pilot for Schedule C customers based on the same time
19 periods and pricing philosophy as the residential TOU pilot;
- 20 • Reject the Auxiliary Service proposal as being premature at best and discouraging
21 to a new distributed energy resources technology that admittedly can bring
22 significant benefits to the grid; and
- 23 • Put the concepts within the Company's long-term rate design ("LTRD") on hold
24 pending both the outcome of the Grid CPCN proceeding, and analysis of the
25 additional information to be gathered through the pilot programs discussed above.

26 **Q. Please identify the Phase 2 issues on which you compromised.**

27 A. The Phase 2 recommendations in my answer testimony upon which I compromised in

1 order to support the Agreement are as follows:

- 2 • Maintain the SPV-TOU, STOU, PTOU, and TTOU rate schedules without a cap
3 so as to gather information that will be useful to inform the development of future
4 rate structures and pricing;
- 5 • Expand the applicability of the TOU ECA as an option to any customer who has
6 the appropriate metering capability;
- 7 • Reject the Company's proposed guaranteed full recovery of its rate case expenses
8 and establish a reasonable cap on those expenses, as well as allow for intervenor
9 compensation.

10 **Q. Please describe the nature of your compromises on Phase 2 issues.**

11 A. A good deal of the Agreement on Phase 2 deals with rate design issues and the
12 Agreement generally is geared towards time-varying rates, notably the residential
13 TOU trial program. We support the move in this direction, as noted in my answer
14 testimony. The benefits of time-varying rates, particularly the strong temporal
15 connection between cost incurrence and cost recovery should be available to all
16 customers. Customers that respond to TOU signals will not only reduce costs for
17 themselves, but also for the utility. While Vote Solar continues to believe that TOU
18 rates provide improved price signals, in consideration of the implementation of a
19 residential TOU trial program that can lead to widespread adoption for smaller
20 customers, we entered an agreement that does not include TOU rates for larger
21 customers, with the exception of SPV-TOU. This SPV-TOU rate has over 100
22 customers, each with on-site solar, and we believe it can work for some secondary
23 customers. The treatment in the Agreement is satisfactory.

24 The Agreement also extends the applicability of the time-varying ECA to additional
25 customers (notably residential TOU customers). This is a move in the right direction,

1 and we support it.

2 With respect to rate case expenses, the Agreement does not guarantee the Company
3 full recovery of its rate case expense. Rather, the Agreement defers recovery of these
4 expenses until the next Phase 1 rate case. Parties may challenge recovery of the rate
5 case expenses during that next Phase 1 proceeding. Guaranteed recovery of 100% of
6 rate case expenses would have created a disincentive for the Company to hold down
7 costs. Moreover, I note that this settlement process itself should reduce total
8 expenses across all three cases—a good outcome. Finally, I hope that in the future
9 the Company does not submit so many formal proceedings to the Commission in such
10 a short timeframe. Such a strategy has significant impacts on the resources of many
11 stakeholders, and apparently also requires a company, even one as large as Xcel, to
12 seek outside legal support and technical expertise.

13 **Q. Does the Agreement reflect any of your Solar*Connect Recommendations?**

14 A. Other than the low-income-related portion of my third recommendation, the
15 Agreement does not reflect the Solar*Connect recommendations in my answer and
16 cross-answer testimonies. As previously noted, these issues include:

- 17 • Deny the request of PSCo to implement the S*C program due to the anti-
18 competitive nature of the program. The Company always has the ability to
19 participate in the CSG program as it is currently structured, but the consequences
20 for the solar market in Colorado of this S*C proposal are too severe to allow it to
21 be implemented.
- 22 • If the Company does participate in the CSG program, or if the Commission allows
23 the Company to implement some form of S*C in the future, I recommend (1) a
24 firewall be created between S*C employees and retail customer data, and (2) a
25 third party administer the two S*R programs with which PSCo would be
26 competing.

- 1 • If PSCo proposes a S*C program in the future, several additional program
2 modifications are necessary, including modifying the subscriber credit and
3 revenue sharing proposals to ensure that the capacity benefits of solar are
4 accurately incorporated and that customers benefit from any excess revenue
5 generated; and creating a low-income component or a separate low-income,
6 subscription-based project to ensure that low-income customers can benefit from
7 this additional solar option.
- 8 • Reject Staff's non-participant subsidy conclusion and OCC's premium pricing
9 proposal, as I discuss above.
- 10 • Deny the Company's proposed S*C program because of its anti-competitive
11 nature. If the Company participates in the CSG program, or if the Commission
12 allows the Company to implement some form of S*C in the future, I recommend
13 that the Commission reject (1) Staff's recommended finding that the Company's
14 proposed pricing of the avoided cost value of the S*C project generation creates
15 non-participant subsidies, and (2) the OCC's proposed adder to ensure the
16 premium nature of the product.
- 17 • Consistent with my answer testimony, if PSCo participates in CSG or offers some
18 form of S*C in the future, I recommend (1) a firewall be created between S*C
19 employees and retail customer data, and (2) a third party administer the two S*R
20 programs with which PSCo would be competing.

21 **Q. Please describe the low-income issue resolution.**

22 A. While reflected in the Renewable Energy Procurement Plan portion of the
23 Agreement, and not in the Solar*Connect portion, the agreement of the Company to
24 take on the 5% low-income requirement of CSG developers, together with the
25 additional 4 MW, 100% low-income CSG RFP; new low-income rooftop solar
26 program; and the 500 kW low-income standard offer set aside in the CSG program
27 adequately addresses the goals I was seeking in the Solar*Connect proceeding.

28 **Q. Please describe the nature of your compromises on the Solar*Connect issues.**

29 A. As previously noted, the Agreement covers three proceedings as a package. We
30 believe the Phase 2 result in the Agreement is a positive step. Additionally, while we

1 were not a party to the RE Compliance Plan, we believe that the additional capacity
2 available for the small, medium, and CSG programs is also a positive outcome. The
3 Solar*Connect section of the Agreement also represents some positive steps toward a
4 reasonable solar program.

5 For example, the Agreement includes a low-income component, thus ensuring that
6 low-income customers can benefit from this additional solar option. We believe the
7 Agreement resolves our concerns with low-income access in a fair way.

8 The most important issue raised by the Company's Solar*Connect proposal is its anti-
9 competitive nature. The Agreement addresses the anti-competitive issue by
10 effectively forcing the Solar*Connect (now Renewable*Connect) product to be a
11 premium product, rather than pricing it fairly and promoting competition among
12 suppliers of similar subscription-based solar offerings, including PSCo. However, the
13 Agreement, in my view, fails to adequately address the "significant advantages"
14 Public Service enjoys concerning economies of scale and geographical freedom.

15 As many parties pointed out in testimony, the Commission found in denying the first
16 attempt at this proposal from PSCo that:

17 Public Service has not adequately demonstrated that it will ensure a level
18 competitive playing field with other solar providers. Solar*Connect may
19 have significant advantages due to facility size (economies of scale) and
20 superior solar locations that are not permitted under the existing programs'
21 statutes. We also agree with the arguments that Public Service has access
22 to customer information and other marketing advantages because of its
23 status as the regulated monopoly utility.¹

24 Accepting this issue in the settlement is a very difficult decision for Vote Solar

¹ Decision No. C14-1485 at para. 36, Proceeding Nos. 14A-0302E, -0301E (Dec. 16, 2014).

1 because I am concerned the Agreement does not resolve the competitive issues
2 previously raised by the Commission.

3 Finally, Attachment F to the Agreement identifies some of the complex issues that
4 will be taken up by Stakeholder Groups in quarterly meetings. Among these, and
5 specifically related to this important issue, is the following topic for the Future
6 Voluntary Renewable Programs Stakeholder Group:

7 Appropriate bill credit or avoided cost calculation methodologies for
8 various programs including, but not limited to, Renewable*Connect,
9 Solar*Rewards, Solar*Rewards Community, and Net Metering. The
10 discussion will include how and under what conditions different
11 methodologies may apply.²

12 Important to Vote Solar is the footnote to this topic, which addresses the valuation of
13 distributed solar resources and utility-scale solar resources, an area of study that has
14 yet to be fully developed and vetted despite the many proceedings in which we have
15 discussed the value of such resources:

16 At a minimum, the group will examine (1) the conditions under which gas
17 turbine startup costs can be avoided, (2) the differences between avoided
18 energy cost modeling and the costs recovered in the ECA, and (3) the
19 differences between the “economic carrying charge” and the “levelized
20 carrying charge” used in the avoided capacity cost determination.³

21 We expect this examination will generate a good deal of data and analyses that will
22 be useful in future reviews of solar resources in many contexts.

23 For Vote Solar, the language in Appendix F, together with the other items noted
24 above, including the low-income accessibility issue and the resolution of the Phase 2

² The Agreement at Attach. F, pg. 2 of 5.

³ *Id.* n.2.

1 issues, was sufficient for us to sign on to the Agreement.

2 **Q. Do you have any immediate concerns about the Solar*Connect section of the**
3 **Agreement?**

4 A. Once the Solar/Renewable*Connect product is built and being offered in the
5 marketplace, it will be very difficult to put that genie back in the bottle. If the market
6 is damaged by the introduction of the program, it may not be evident until the damage
7 is already done, so I urge the Commission to be very assertive in overseeing this
8 program.

9 Finally, the Agreement does not adequately address the access the Company's
10 marketers will have to its customer information database. The Agreement only
11 includes minor changes, such as enabling online sign-ups for net-metering-only
12 customers, to the Company's original proposal for a common information platform
13 for each of the programs. The Agreement continues to allow, with some minor
14 exceptions, full access to the customer information system by employees promoting
15 the product. In addition, the Agreement allows certain types of solar customers to
16 sign up online on the "common platform." However, the platform is still
17 administered by the Company, which will now have a product competing with solar
18 products already in the market. I still have concerns about this structure.

19 **Q. Please identify any other matters you wish to highlight.**

20 A. I particularly want to highlight and emphasize the importance of General Provision
21 paragraph 4 on page 78 of the Agreement, to Vote Solar, and repeated here for

1 completeness. We will rely on this paragraph for treating certain issues resolved for
2 settlement purposes in these cases as a clean slate in future proceedings.

3 Except as expressly stated herein, nothing in this Settlement Agreement
4 shall resolve any principle or establish any precedent or settled practice.
5 Moreover, nothing in this Settlement Agreement shall constitute an
6 admission by any Settling Party of the correctness or general applicability
7 of any claim, defense, rule, or interpretation of law, allegation of fact,
8 regulatory policy, or principle underlying or thought to underlie this
9 Settlement Agreement or any of its provisions in this or any other ongoing
10 or future proceeding. As a consequence, no Settling Party in any future
11 negotiations or proceedings whatsoever (other than any proceeding
12 involving the honoring, enforcing, or construing of this Settlement
13 Agreement in those proceedings specified in this Settlement Agreement,
14 and only to the extent so specified) shall be bound or prejudiced by any
15 provision of this Settlement Agreement.

16 Finally, I want to highlight the process issues I raised early on. I think it was counter-
17 productive to exclude parties from the initial discussions, and certainly felt like we, as
18 a late entrant, had a steeper hill to climb to reach resolution on several substantive
19 issues.

20 **Q. Please summarize Vote Solar's recommendations.**

21 A. I recommend the Commission approve the Settlement Agreement and provide
22 guidance to the Company against excluding parties from substantive settlement
23 discussions in the future.

24 **Q. Does this conclude your testimony?**

25 A. Yes.

CERTIFICATE OF SERVICE

I certify that I have served a copy of the foregoing **Opening Settlement Testimony of Rick Gilliam on Behalf of Vote Solar** this 2nd day of September, 2016, through the Commission's electronic filing system; electronic mail; and/or First Class mail, postage prepaid.

Scott B. Brockett	scott.b.brockett@xcelenergy.com	PSCo
Carla Scarsella	Carla.scarsella@xcelenergy.com	PSCo
Sarah G. Daly	sarah.g.daly@xcelenergy.com	PSCo
Yrene Nuñez	yrene.nunez@xcelenergy.com	PSCo
Robin Kittel	robin.kittel@xcelenergy.com	PSCo
Joani Mauro	Joani.M.Mauro@xcelenergy.com	PSCo
Bill Dudley	bill.dudley@xcelenergy.com	PSCo
Christopher M. Irby	christopher.m.irby@xcelenergy.com	PSCo
Andrew Crain	acrain@armstrongteasdale.com	PSCo
Yrene Nuñez	yrenenunez@xcelenergy.com	PSCo
Glenda Richey	Glenda.richey@xcelenergy.com	PSCo
Philip Roselli	proseli@wbklaw.com	PSCo
Thomas Dixon	thomas.dixon@state.co.us	OCC
Brent Coleman	brent.coleman@coag.gov	OCC
Gregory E. Bunker	Gregory.bunker@coag.gov	OCC
Chere Mitchell	chere.mitchell@state.co.us	OCC
Chris Neil	chris.neil@state.co.us	OCC
Ron Fernandez	ron.fernandez@state.co.us	OCC
Cory Skluzak	cory.skluzak@state.co.us	OCC
Ingrid Hassell	Ingrid.hassell@state.co.us	OCC
Ingrid Dietzman	ingrid.dietzman@state.co.us	OCC
Scott England	scott.england@state.co.us	OCC
Tim Villarosa	tim.villarosa@state.co.us	OCC
Sue Ellen Harrison	seharrisonpc@gmail.com	SWEEP
Howard Geller	hgeller@swenergy.org	SWEEP
Adam Bickford	abickford@swenergy.org	SWEEP
Debra Kalish	kalishd@bouldercolorado.gov	City of Boulder
Matt Lehrman	lehrmanm@bouldercolorado.gov	City of Boulder
Lisa Thompson	thompsonl@bouldercolorado.gov	City of Boulder
Jonathan Koehn	koehnj@bouldercolorado.gov	City of Boulder
Heather Bailey	baileyh@bouldercolorado.gov	City of Boulder
Joseph Paulson	paulsonj@bouldercolorado.gov	City of Boulder
Marty Bisset	bissetm@bouldercolorado.gov	City of Boulder
Kenneth S. Fellman	kfellman@kandf.com	CCUA
Brandon M. Dittman	Brandon@kandf.com	CCUA
Todd Barnes	todd.barnes@cityofthornton.net	CCUA

Charles T. Solomon	Charles.solomon@denvergov.org	CCOD
Benjamin T. Figa	Benjamin.figa@denvergov.org	CCOD
Noah Ceil	noah.cecil@denvergov.org	CCOD
David Crocco	david.crocco@denvergov.org	CCOD
Terri Goodwin	terri.goodwin@denvergov.org	CCOD
David Basich	david.basich@denvergov.org	CCOD
Sonrisa Lucero	sonrisa.lucero@denvergov.org	CCOD
Elizabeth Babcock	Elizabeth.babcock@denvergov.org	CCOD
Scott E. Martinez	City and County of Denver 201 West Colfax Ave., Dept. 1207 Denver, CO 80202	CCOD
Richard L. Fanyo	rfanyo@duffordbrown.com	ERMS/CCVD
Mark T. Valentine	mark.valentine@lewisbrisbois.com	ERMS/CCVD
K. Berridge	kberridge@duffordbrown.com	ERMS/CCVD
Marian Mesta	marian.mesta@lewisbrisbois.com	ERMS/CCVD
Stephen Baron	sbaron@jkenn.com	ERMS/CCVD
Brian Barber	bbarber@jkenn.com	ERMS/CCVD
Mark D. Detsky	mdetsky@dietzedavis.com	EOC
Gabriella Stockmayer	gstockmayer@dietzedavis.com	EOC
Julie A. Wolfe	Julie@dietzedavis.com	EOC
Skip Arnold	sarnold@energyoutreach.org	EOC
Jennifer Gremmert	jgremmert@energyoutreach.org	EOC
Thorvald A. Nelson	tnelson@hollandhart.com	CEC
Michelle B. King	mbking@hollandhart.com	CEC
Nikolas S. Stoffel	nsstoffel@hollandhart.com	CEC
Kelly Trease	kmtrease@hollandhart.com	CEC
Adele Lee	aclee@hollandhart.com	CEC
Frank Caro	fcaro@polsinelli.com	CEC
Luke Hagedorn	lhagedorn@polinelli.com	CEC
Tom Hunt	tom.hunt@easycleanenergy.com	CEC
Frank Murray	rmurray@polsinelli.com	CEC
Tom Figel	tfigel@gridalternatives.org	GRID
Victoria Mandell	vmandell@comcast.net	GRID
Ingrid Schwinger	ischwinger@gridalternatives.org	GRID
Lisa Tormoen Hickey	lisahickey@newLawgroup.com	Interwest
Kevin Blake	kevin.blake@colorado.edu	Interwest

Michael J. Stantisi	Michael.santisi@coag.gov	Trial Staff Counsel
Paul J. Kyed	paul.kyed@coag.gov	Trial Staff Counsel
Anne K. Botterud	anne.botterud@coag.gov	Trial Staff Counsel
Jean S. Watson-Weidner	JSWW@coag.gov	Trial Staff Counsel
Sharon Podein	Sharon.Podein@state.co.us	Trial Staff
Gene Camp	Gene.Camp@state.co.us	Trial Staff
Bill Dalton	Bill.Dalton@state.co.us	Trial Staff
Mimi Xavier	Mimi.Xavier@state.co.us	Trial Staff
Karl Kunzie	karl.kunzie@state.co.us	Trial Staff
Richard Reis	Richard.reis@state.co.us	Trial Staff
Fiona Sigalla	Fiona.sigalla@state.co.us	Trial Staff
Charles Hernandez	Charles.hernandez@state.co.us	Trial Staff
James Lester	James.Lester@state.co.us	Advisory Staff
Keith Hay	Keith.Hay@state.co.us	Advisory Staff
Ron Davis	ron.davis@state.co.us	Advisory Staff
Greg Kropkowski	greg.kropkowski@state.co.us	Advisory Staff
Gabe Dusenbury	gabe.dusenbury@state.co.us	Advisory Staff
Sandi Kahl	sandi.kahl@state.co.us	Advisory Staff
Julie Haugen	Julie.Haugen@state.co.us	Advisory Staff
Ellie Friedman	Ellie.Friedman@state.co.us	Advisory Staff
Erin McLauthlin	erin.mclauthlin@coag.gov	Commission Counsel
Jessica Lowrey	Jessica.Lowrey@coag.gov	Commission Counsel
Christopher Neumann	neumannc@gtlaw.com	VSRI
Gregory R. Tan	tangr@gtlaw.com	VSRI
Hayley Easton	eastonh@gtlaw.com	VSRI
Annie T. Kao	akao@vailresorts.com	VSRI
Dan McKaughan	mckaughand@gtlaw.com	VSRI
Lisa V. Perry	lperry@rqn.com	Walmart-Sam's
Kelly A. Williams	kwilliams@rqn.com	Walmart-Sam's
Steve W. Chriss	Stephen.chriss@wal-mart.com	Walmart-Sam's
Julia Jazyinka	jjazyinka@energyfreedomcoalition.com	EFCA
Jacob Schlesinger	jschlesinger@kfwlaw.com	EFCA
Kevin T. Fox	kfox@kfwlaw.com	EFCA
Phillip Jett	pjett@kfwlaw.com	EFCA
Ellen H. Kutzer	ellen.kutzer@coag.gov	CEO
Christopher Worley	chris.worley@state.co.us	CEO
Lindsey Wedewer	Lindsey.wedewer@state.co.us	CEO
Barbara Boyd	Barbara.boyd@coag.gov	CEO
Claybourne Clarke	clay.clarke@coag.gov	CEO
John Putnam	jputnam@kaplankirsch.com	SEIA
Lee Zarzecki	lzarzecki@kaplankirsch.com	SEIA

Scott F. Dunbar	sdunbar@kfwlaw.com	Sunshare
Ross Abby	ross@mysunshare.com	SunShare
Kevin T. Fox	kfox@kfwlaw.com	Sunrun
Erin A. Overturf	erin.overturf@westernresources.org	WRA
Gwen Farnsworth	gwen.farnsworth@westernresources.org	WRA
Penny Anderson	penny.anderson@westernresources.org	WRA
Robin Quarrier	lawclerk@westernresources.org	WRA
Vincent Calvano	vincecalvano@gmail.com	COSEIA
Rebecca Cantwell	rcantwell@coseia.org	COSEIA
Will Coyne	will@headwatersstrategies.com	CIEA
Michelle B. King	mbking@hollandhart.com	CIEA/NEER
Emanuel T. Cocian	etcocian@hollandhart.com	CIEA/NEER
Christine Miccio	cmmiccio@hollandhart.com	CIEA/NEER
Cynthia Kennedy	cakennedy@hollandhart.com	CIEA/NEER
Amie Jamieson	amie.jamieson@nee.com	NEER
Kerry Hattevik	Kerry.hattevik@nee.com	NEER
Robert M. Pomeroy, Jr.	rpomeroy@hollandhart.com	Ormat
Emanuel Cocian	etcocian@hollandhart.com	Ormat
Colin Duncan	cduncan@ormat.com	Ormat

/s/Colleen Fitzgerrell