

RESOLUTION NO. 11

SERIES 2025

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY GOVERNMENT AND THE TOWNS OF BLUE RIVER, DILLON, FRISCO, SILVERTHORNE, AND KEYSTONE TO FORM A MOUNTAIN COMMUNITY COALITION TO INTERVENE IN THE XCEL MOUNTAIN ENERGY PROJECT PROCEEDING BEFORE THE COLORADO PUBLIC UTILITIES COMMISSION

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize the use of intergovernmental agreements for the efficient and economical provision of governmental services; and

WHEREAS, the Town of Breckenridge wishes to collaborate with the Towns of Blue River, Dillon, Frisco, Silverthorne, and Keystone and Summit County Government in order to form a coalition for the purposes of intervention in the Colorado Public Utilities Commission proceeding regarding Xcel Energy's Mountain Energy Project; and

WHEREAS, a proposed "Intergovernmental Agreement to Form a Mountain Community Coalition" between the Town, Summit County Government, and the Towns of Blue River, Dillon, Frisco, Silverthorne, and Keystone has been prepared, a copy of which is marked **Exhibit "A"**, attached hereto, and incorporated herein by reference; and

WHEREAS, the Town Council has reviewed the proposed intergovernmental agreement and finds and determines that it would be in the best interest of the Town to enter into such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO, as follows:

Section 1. The "Intergovernmental Agreement to Form a Mountain Community Coalition" between the Town, Summit County Government, and the Towns of Blue River, Dillon, Frisco, Silverthorne and Keystone (**Exhibit "A"** hereto) is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

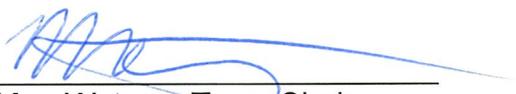
Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this 22 day of JULY, 2025.

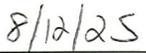
TOWN OF BRECKENRIDGE

By: 
Kelly Owens, Mayor

ATTEST:


Mae Watson, Town Clerk

APPROVED IN FORM

 
Town Attorney Date

MOUNTAIN COMMUNITY COALITION
INTERGOVERNMENTAL AGREEMENT

Between

SUMMIT COUNTY, COLORADO, the TOWN OF BRECKENRIDGE, the TOWN OF BLUE RIVER, the TOWN OF DILLON, the TOWN OF FRISCO, the TOWN OF SILVERTHORNE, and the TOWN OF KEYSTONE COLORADO

DRAFT 7.17.25

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this ____ of July, 2025 between SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, SILVERTHORNE, and KEYSTONE COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Parties" or individually as "a Party."

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

WHEREAS, Xcel Energy, also known as Public Service Company of Colorado ("PSCo"), is the primary provider of electricity and natural gas to the greater Summit County community, including to the residents, businesses, and visitors of all of the Parties; and

WHEREAS, PSCo has commenced a proceeding, case number 25A-0044EG (the "Proceeding"), before the Colorado Public Utility Commission ("Commission") for approval of its Mountain Energy Project ("Project"), which Project is PSCo's plan for energy infrastructure improvements necessary to continue providing electric power, gas, and utility services to the Parties; and

WHEREAS, each Party will be affected by the Project in that each Party has an interest in ensuring that power is delivered to its residents, businesses, and visitors in a sustainable and affordable manner; and

WHEREAS, the Parties interests are thus aligned to the extent that they have agreed to form a coalition for the purposes of intervening in PSCo's Proceeding before the Commission, such intervention to be known as the "Endeavor", which coalition is named the Mountain Community Coalition ("Coalition"); and

WHEREAS, the Town of Breckenridge ("Breckenridge") has engaged legal counsel, Sarah M. Keane and Sarah C. Judkins, of Kaplan Kirsch LLP ("Counsel"), for the purpose of representing the Coalition in the Proceeding; and

WHEREAS, Breckenridge has also engaged a consultant, Synapse Energy Economics Inc. ("Synapse"), for the purpose of providing expert analysis and testimony in the Proceeding; and

WHEREAS, Counsel has filed a Motion to Intervene in the Proceeding ("Motion"), attached hereto as Exhibit A and incorporated herein, which Motion further details the interests of the Parties and sets forth the factual basis for the Coalition's participation in the Proceeding; and

WHEREAS, the Parties desire to set forth the parameters for the Coalition's participation in the Proceeding, including the sharing of costs, all as set forth more fully in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Coalition. The Parties agree that together they constitute the Mountain Community Coalition for the sole purpose of participating in the Proceeding on the bases set forth in Exhibit A.

Section 2. Designation of Main Point of Contact. The Parties agree that the Town of Breckenridge Sustainability Manager, Jessie Burley (“Burley”), will be the main point of contact between the Coalition and Counsel and Synapse. Burley will make best efforts to provide timely and comprehensive information to the designated Coalition representatives in order to enable the Parties to make decisions and provide input as needed to ensure that the Coalition is accurately and capably represented in the Proceeding.

Section 3. Party Responsibilities. The Parties agree that they will cooperate and collaborate regarding the Endeavor. This includes but is not limited to:

- a. Each Party will designate a representative who will respond to requests for input and/or information and is empowered to communicate on behalf of the Party;
- b. Each Party representative will timely respond for such requests for input and/or information;
- c. Each Party will endeavor to have their Party representative attend scheduled Coalition meetings;
- d. Each Party will timely pay their share of the Coalition Expenses, as defined more fully below.
- e. To the extent a Party engages with Counsel or Synapse as part of its participation in the Coalition, such Party agrees to be mindful of additional costs that such engagement may incur. If a Party incurs significant additional costs in addition to the estimates provided below, such Party will be solely responsible for paying those costs.
- f. This Agreement will not prohibit any Party from engaging with the press or otherwise publicly speaking on the Proceeding; provided, however:
 - a. Each Party acknowledges that, unless otherwise decided by the Parties, each Party speaks on its own behalf and not on the behalf of the Coalition;
 - b. Each Party acknowledges that the Endeavor is a legal proceeding and speaking on various matters central to the Proceeding may affect the outcome of the Proceeding and, consequently, the Endeavor.
- g. A Party may engage other outside consultants to assist in its participation in the Coalition; provided, however, that absent an amendment to this IGA, such outside consultants are not empowered to speak or act on behalf of the Coalition.

Section 4. Coalition Expenses. Initial estimates from Counsel and Synapse calculated the cost of the Endeavor to be between \$60,000 and \$120,000 for Counsel’s assistance and approximately \$80,000 for Synapse’s assistance with the Proceeding (“Coalition Expenses”). Counsel’s agreement with Breckenridge is based on an hourly billing structure for attorneys and paralegals. Synapse’s agreement with Breckenridge has a not to exceed amount of \$83,540. The Parties agree to split the Coalition Expenses as set forth in Exhibit B. Breckenridge will invoice each Party at regular intervals. Parties agree to pay such invoices within 60 days of receipt.

Section 5. Coalition Goals. The Parties acknowledge that their interests are currently aligned and are reflected in Exhibit A. Additionally, the Parties agree that the Coalition has the following goals with respect to the Endeavor:

- a. The Coalition seeks to require PSCo to broaden its efforts to reduce user reliance on natural gas and encourage electrification;
- b. The Coalition seeks to reduce the cost of PSCo's planned improvements to the Coalition's citizens and ensure that such costs are equitably allocated;
- c. The Coalition seeks to influence PSCo's LNG siting to reduce the environmental impacts of such infrastructure on the Coalition's citizens and on the ecosystems which form the basis for the Coalition's economy; and
- d. The Coalition seeks to generally represent the interest of the Coalition's citizens in the Proceeding in response to the positions of other parties to the Proceeding and of the Commission.

Section 6. Decision Making. The Parties shall cooperate in good faith when determining positions that the Coalition will advance in the Proceeding and for any other decisions necessary to the success of the Endeavor. In the event there is disagreement amongst the Parties as to a decision necessary for the Coalition to proceed, including decisions regarding additional financial expenditures, a majority vote of all the Parties will determine the final decision. For the avoidance of doubt, each Party will have one vote as it pertains to decision making under this Section.

Section 7. Confidentiality.

a. In compliance with the Commission's rulings on certain requests by PSCo in the Proceeding, Counsel, Synapse, Burley, and one designee of Summit County ("County") have signed highly confidential non-disclosure agreements ("HC NDAs") in order to be able to access certain information designated as "highly confidential" for purposes of the Proceeding. It is critical that the Parties understand and acknowledge that the purpose of the HC NDAs are to enable the Coalition to adequately participate in the Proceeding and not for any other purpose. Sharing information designated as "highly confidential" in the Proceeding by the signors of the HC NDAs with anyone who has not signed an HC NDA is strictly prohibited, even within their own organizations.

b. Counsel, Synapse, and members of the Coalition will also have signed additional non-disclosure agreements ("NDAs") in order to be able to access certain information designated as "confidential" (but not "highly confidential") for purposes of the Proceeding. It is critical that the Parties understand and acknowledge that the purpose of the NDAs are to enable the Coalition to adequately participate in the Proceeding and not for any other purpose. Sharing information designated as "confidential" in the Proceeding by the signors of the NDAs with anyone who has not signed an NDA is strictly prohibited, even within their own organizations.

Section 8. Amendment of Agreement; Additional Parties.

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of the governing bodies of all Parties.

b. This Agreement may be amended to add one or more additional incorporated Town

Parties upon passage of an ordinance or resolution of the additional Party's governing body approving of this Agreement.

Section 9. Term and Termination of Agreement.

- a. Effective Date. The term of this Agreement shall begin when Breckenridge and at least one other Party has executed this Agreement.
- b. Termination. The term of this Agreement shall end when Breckenridge and at least one other Party are not willing to remain as Parties to this Agreement.
- c. The participation of any Party to this Agreement shall terminate upon the provision by the Party to Breckenridge of a written notice of termination. The termination is effective on the date the notice is actually received by Breckenridge. Any Party terminating under this Section 9(c) will be responsible for paying its share of the Coalition Expenses incurred up until the date of termination.

Section 10. Execution and Performance of Agreement in Accordance with Law. Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations in accordance with all applicable laws, rules and regulations, including such rules or orders as may be promulgated by the Commission.

Section 11. Responsibility and Indemnification. All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement.

Section 12. Dispute Resolution.

- a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Town(s) and County staff, and if not resolved, escalating to discussions between the applicable Town Manager(s) and County Manager, and ultimately to the Town Council(s) and Board of County Commissioners.
- b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction

and venue residing exclusively in the Summit County District Court. Each Party waives its right to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Town defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

Section 13. Parties in Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Parties.

Section 14. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

Section 15. Notices. Except as otherwise provided in this Agreement, all notices or other communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Parties shall be given to the address listed on Exhibit A, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit A.

Section 16. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

Section 17. Interpretation. Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 18. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

Section 19. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., each Party's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will

be made in the sole discretion of each Party's governing body.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

TOWN OF BRECKENRIDGE

By: _____
Kelly Owens, Mayor

ATTEST:

By: _____
Town Clerk

SUMMIT COUNTY, COLORADO

By: _____
Eric Mamula, Chair

ATTEST:

By: _____
Clerk and Recorder

TOWN OF BLUE RIVER

By: _____
Nick Decicco, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF DILLON

By: _____
Carolyn Skowyra, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF FRISCO

By: _____
Rick Ihnken, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF KEYSTONE

By: _____
Kenneth D. Riley, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF SILVERTHORNE

By: _____
Ann-Marie Sandquist, Mayor

ATTEST:

By: _____
Town Clerk

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 25A-0044EG

IN THE MATTER OF THE APPLICATION OF PUBLIC SERVICE COMPANY OF COLORADO FOR APPROVAL OF THE MOUNTAIN ENERGY PROJECT AND ASSOCIATED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (CPCN) FOR SUPPLEMENTAL SUPPLY.

MOTION TO INTERVENE OF THE MOUNTAIN COMMUNITY COALITION

The Towns of Breckenridge, Frisco, Dillon, Silverthorne, Keystone, and Blue River, and Summit County (the “County”) (collectively, the “Mountain Community Coalition”),¹ through undersigned counsel, respectfully moves for leave to intervene as a party in the above-captioned proceeding pursuant to Rule 1401 of the Public Utilities Commission’s (“Commission’s”) Rules of Practice and Procedure, 4 CCR 723-1. Counsel for the Mountain Community Coalition has conferred with Public Service Company of Colorado (the “Company”) as the applicant in this proceeding regarding this Motion to Intervene; the Company has indicated it does not oppose this motion.

In support of this Motion, the Mountain Community Coalition states as follows:

1. **Identification of the Moving Party.** Breckenridge is a home rule municipality incorporated in 1880 and has a population of over 5,000 year-round residents. Frisco is a home rule municipality, incorporated in 1880, with a population of nearly 3,000 year-round residents. Dillon is a home rule municipality, incorporated in 1883, with a population of approximately 1,000 year-round residents. Silverthorne is a home rule municipality, incorporated in 1967, with a population of approximately 4,500 year-round residents. Keystone is a home rule municipality,

¹ The Town of Breckenridge and Summit County are in communications with other nearby communities that are served by the Eastern Mountain Gas System or otherwise would be impacted by the Company’s Project that may wish to join the Mountain Community Coalition at a future date. If other communities wish to join Mountain Community Coalition at a later date, the Mountain Community Coalition would so move at the appropriate time.

incorporated in 2024, with approximately 1,500 year-round residents. Blue River is a statutory town, incorporated in 1964, with fewer than 1,000 year-round residents. Breckenridge, Frisco, Dillon, Silverthorne, Keystone, and Blue River are all within Summit County.

The County, established in 1861, has a year-round population of nearly 28,000 residents. The County includes seven municipalities (Blue River, Breckenridge, Dillon, Frisco, Keystone, Montezuma, and Silverthorne). Surrounded by public lands, Summit County sees significant annual tourism specifically for its recreational opportunities, natural beauty and clean landscapes. This amounted to \$1.2B in travel spending in 2023 making the environment an important economic driver for the region. Each member of the Mountain Community Coalition and their residents may be impacted by implementation of the Company's Mountain Energy Project ("Project"), by the location of natural gas supplemental supply facilities in their communities and the implementation, and potential opportunities, of the non-pipeline alternatives portfolio to increase gas demand-side management ("DSM") and beneficial electrification ("BE") measures in their communities.

2. **Request for Party Status.** The Mountain Community Coalition seeks leave to intervene to review the Company's Project and to protect their residents' environmental, health, and economic interests that may be affected by the outcome of this proceeding. The Mountain Community Coalition intends to examine several issues raised by the Project, including the potential addition of energy infrastructure in and around their communities, prioritization of measures that reduce gas consumption, and sustainability of energy production and distribution in the context of larger air quality and environmental concerns. The Mountain Community Coalition reserves the right to raise additional issues as warranted by evidence and positions of other parties.

3. **Timeliness of Intervention.** On January 16, 2025, the Company filed its application for approval of the Project and associated Certificate of Public Convenience and

Necessity (“CPCN”) for CNG and LNG supplemental supply. On January 17, 2025, the Commission filed a Notice of Application Filed and established a 30-day deadline for motions to intervene.² The Mountain Community Coalition’s intervention in this proceeding is timely. Given the early stage of this proceeding, no party will be prejudiced by the Mountain Community Coalition’s intervention.

4. **Standard for Permissive Intervention.** The Public Utilities Law and Commission Rules establish the standards for obtaining party status in a Commission proceeding. Section 40-6-109(1)(a)(I), C.R.S., requires that:

At the time fixed for any hearing before the commission, any commissioner, or an administrative law judge or at the time to which the hearing may have been continued, the following persons are entitled to be heard, examine and cross-examine witnesses, and introduce evidence: (A) The applicant; (B) The petitioner; (C) The complainant; (D) The person, firm, or corporation complained of; (E) Such persons, firms, or corporations as the commission may allow to intervene; (F) Such persons, firms, or corporations as will be interested in or affected by any order that may be made by the commission in such proceeding and who shall have become parties to the proceeding.

5. In addition, Commission Rule 1401(c) states that:

A motion to permissively intervene shall state the specific grounds relied upon for intervention; the claim or defense within the scope of the Commission’s jurisdiction on which the requested intervention is based, including the specific interest that justifies intervention; and why the filer is positioned to represent that interest in a manner that will advance the just resolution of the proceeding. The motion must demonstrate that the subject proceeding may substantially affect the pecuniary or tangible interests of the movant (or those it may represent) and that the movant’s interests would not otherwise be adequately represented.

6. Pursuant to Rule 1401(c), an intervenor must demonstrate four factors for intervention to be warranted: (1) identify the specific interest that justifies intervention;

² Colo. Pub. Util. Comm’n, Notice of Application Filed, Proceeding No. 25A-0044EG (Jan. 17, 2025).

(2) demonstrate that the intervenor will represent that interest in the proceeding; (3) explain how the proceeding will substantially impact its pecuniary or tangible interests; and (4) explain why its interests are not adequately represented by other parties. The Mountain Community Coalition meets each requirement.

7. **Identification of Specific Interests that Justify Intervention.** The Mountain Community Coalition, in its own right and on behalf of its residents, has developmental, environmental, and economic interests in the outcome of this proceeding. The Mountain Community Coalition seeks leave to intervene to protect its residents' interests in this proceeding, including focusing on a transition to electrification (and away from natural gas usage) and, to the extent additional gas infrastructure is needed during the transition, the impact of additional energy infrastructure on communities and the health of residents, which may be affected by the Project. The Mountain Community Coalition represents many of the communities served by the Company's Eastern Mountain Gas System and includes the two communities that the Company has identified for the development of supplemental supply of CNG and LNG.

8. The Mountain Community Coalition's concerns include the development of additional infrastructure within jurisdictional limits of its members as part of implementing the Project. The Mountain Community Coalition understands the need for new or modified energy infrastructure to deliver both electricity and gas to their residents but has an interest in ensuring that the infrastructure is developed in a way that balances different interests, such as environmental preservation and residents' quality of life.

9. The Mountain Community Coalition's environmental concerns are two-fold. First, the Mountain Community Coalition is committed to protecting the health and safety of its residents, including reducing residents' exposure to air pollution associated with the use of fossil

fuels and construction of local fuel distribution facilities. Second, Breckenridge, Frisco, Dillon, Silverthorne, and the County each have formally adopted goals related to reducing greenhouse gas emissions 50 percent by 2030 and 80 percent by 2050 and/or reaching 100% renewable electricity by 2035.³ To that end, the communities in the Mountain Community Coalition have taken significant steps toward advancing policy and practice that help meet those goals including all-electric net-zero workforce housing and municipal projects, renewable energy mitigation for outdoor heating, fleet electrification, adoption of sustainable building codes, and homeowner and business rebates for energy efficiency, electrification and renewable energy. The implementation of the Project will contribute to reaching those goals.

10. In addition, the Mountain Community Coalition’s economic interests center around residents’ affordable access to energy and opportunities to reduce reliance on natural gas at a fair and reasonable cost. The Project provides an opportunity for the Mountain Community Coalition’s residents to make implementing BE measures and using less natural gas more accessible and less costly.

11. The economies of the Mountain Community Coalition are heavily reliant on the tourism industry, which is centered around outdoor recreation and the four ski areas, the thousands of acres of national forest, and the large reservoir known as Lake Dillon, all located within the boundaries of the County. As discussed above, travel spending in Summit County was \$1.2B in 2023, contributing significantly to the economies of the Mountain Community Coalition. The

³ See SustainableBreck, *Energy*, <https://plan.sustainablebreck.com/energy/>; Town of Frisco, *An Energy Action Plan for Town of Frisco*, at 3-4, <https://library.municode.com/co/frisco/munidocs/munidocs?nodeId=6ba6139fe71e7>; Town of Dillon, Resolution No. 17-19 (adopting the Summit Community Climate Action Plan); Town of Silverthorne, *Silverthorne Sustainability Strategic Plan* at 10, <https://www.silverthorne.org/home/showpublisheddocument/1675/638604561918670000>; Summit County, *Sustainability*, <https://www.summitcountyco.gov/services/sustainability/index.php>.

Coalition has a vested interest in ensuring the continued preservation and protection of the large, natural, and undeveloped areas that form the basis for the area's economy.

12. The Mountain Community Coalition seeks to intervene in this proceeding to present these interests and inform an approach to implementing the Project that prioritizes reducing reliance on natural gas, increasing opportunities for affordable access to BE measures, considering implementation of thermal energy networks ("TENs"), and developing additional gas infrastructure in their communities in a manner that protects health and the environment.

13. **Demonstration that the Mountain Community Coalition will Represent its Interests in this Proceeding.** The Mountain Community Coalition will represent the identified interests above, both as local government entities and on behalf of residents, in two key ways. First, the Mountain Community Coalition will seek to ensure that implementation of the Project is informed by the specific and local developmental, environmental, and economic interests listed above. The Mountain Community Coalition members are the most appropriate entities to understand and communicate those concerns, as well as identify and/or facilitate solutions to ameliorate those concerns, because they represent the geographic area that the Project will impact. Second, the Mountain Community Coalition will collaborate with the Company and other parties to help implement the Project in an appropriate manner, such that its residents' health, access to a transition away from natural gas, and its communities are meaningfully considered.

14. **How this Proceeding Will Substantially Impact the Mountain Community Coalition's Stated Interests.** As noted above, the Mountain Community Coalition prioritizes its residents' access to a transition away from natural gas usage, appropriate investments in its communities, and environmental health. The Commission has long recognized that environmental interests and environmental protection are tangible interests pursuant to Commission Rule 1401(c).

The Mountain Community Coalition has a substantial, tangible interest in reducing the reliance on fossil fuels to reduce emissions of conventional pollutants and climate change-causing pollutants, especially carbon dioxide and methane, affecting its residents. The Mountain Community Coalition's tangible interests in protecting the environment, public health, and air quality will be impacted by this proceeding, because the Project involves development of energy infrastructure (gas and electric) in and around the Mountain Community Coalition's members and could potentially accelerate a transition away from natural gas usage through BE measures. In addition, the Mountain Community Coalition has a pecuniary interest in this proceeding, because the Project, as proposed, would provide additional incentives for BE opportunities, which can provide short- and long-term utility bill cost savings to the Mountain Community Coalition's residents and to facilities owned or operated by the Mountain Community Coalition's members.

15. **Lack of Adequate Representation by Other Parties.** The Mountain Community Coalition's interests will not be adequately represented by any other party in this proceeding. Commission Rule 1401(c), which sets forth the standard for permissive intervention, requires, *inter alia*, that a movant demonstrates its interests would not be adequately represented if it were not allowed to intervene. The Mountain Community Coalition has interests, concerns, and perspectives that are unique to its communities and residents because it represents many of the communities served by the Eastern Mountain Gas System and the two communities in which the Company proposes to develop CNG and LNG supplemental supply. No party of record or party which may intervene will adequately represent the Mountain Community Coalition's interests in this proceeding.

16. In interpreting its rules related to practice and procedure, the Commission may rely on guidance from the Colorado Rules of Civil Procedure (“C.R.C.P.”).⁴ C.R.C.P. Rule 24(a) permits a court to deny a proposed intervenor’s motion to intervene if its interests are adequately represented by existing parties. To determine the adequacy of representation, the Colorado Supreme Court applies three categories:

(1) If the interest of the absentee is not represented at all, or if all existing parties are adverse to the absentee, then there is no adequate representation. (2) On the other hand, if the absentee’s interest is identical to that of one of the present parties, or if there is a party charged by law with representing the absentee’s interest, then a compelling showing should be required to demonstrate why this representation is not adequate. (3) But if the absentee’s interest is similar to, but not identical with, that of one of the parties, a discriminating judgment is required on the circumstances of the particular case, although intervention ordinarily should be allowed unless it is clear that the party will provide adequate representation for the absentee.⁵

18. Two governmental organizations, Colorado Energy Office (“CEO”), and the Office of the Utility Consumer Advocate (“UCA”), have moved to intervene pursuant to statute. Neither of those parties has interests that are identical to the Mountain Community Coalition, nor, to the extent that there is any overlap in interest, will either provide adequate representation of the Mountain Community Coalition’s residents or their unique interests, needs, and concerns.

19. The UCA will not adequately represent the Mountain Community Coalition’s interests. The UCA is statutorily charged with representing residential, small business, and agricultural consumers’ interests across the State, with a focus on the general public interest in proceedings that will impact a public utility’s rates and charges.⁶ While UCA’s interests are

⁴ Commission Rule 1001.

⁵ *Concerning Application for Underground Water Rights*, 304 P.3d 1167, 1170–71 (Colo. 2013) (citing *Cherokee Metro. Dist. v. Meridian Serv. Metro. Dist.*, 266 P.3d 401, at 407 (Colo. 2011)).

⁶ § 40-6.5-104(1), C.R.S.

appropriately broad, the Mountain Community Coalition's interests and advocacy in this proceeding are more narrow in focus and focused on impacts specific to their communities, including prioritizing access to affordable BE to transition away from the use of natural gas; and protecting its own residents from overdevelopment and air pollution in the construction and use of the CNG and LNG supplemental supply. Moreover, the Mountain Community Coalition's interest in and commitment to electrification and reducing use of natural gas in and around their communities is distinct from that of UCA's. Simply put, the UCA's interests are not identical to the Mountain Community Coalition's and UCA cannot represent the Mountain Community Coalition's interests in this proceeding.

20. Similarly, the CEO will not adequately represent the Mountain Community Coalition's interests. While, the CEO's statutory mission includes many general provisions which the Mountain Community Coalition supports, including "[p]rotect[ing] the environment,"⁷ it is a department within the Governor's office working on energy issues with a broad public interest mandate. CEO's interests are not identical to the Mountain Community Coalition's specific and unique interests. Indeed, CEO has represented to this Commission that "CEO does not and cannot represent the interests of any other organization before the Commission," because CEO represents the interests of the "current administration."⁸ In addition, while CEO must, by its nature, consider energy programs throughout the entire state, the Mountain Community Coalition is focused solely on impacts within and affecting their jurisdictional limits.

21. Finally, the Mountain Community Coalition recognizes that other local governments and environmental organizations have moved to intervene, including the Southwest

⁷ § 24-38.5-101, C.R.S.

⁸ CEO's Concurrence with Western Resource Advocates' Motion Contesting Decision No. R20-0094-I, Docket No. 19A-0660E (mailed Mar. 2, 2020).

Energy Efficiency Project (“SWEEP”). However, the Mountain Community Coalition holds a unique perspective that is distinct from other parties that regularly participate in Commission proceedings, and other municipalities or environmental organizations could not represent the Mountain Community Coalition’s interests. The Mountain Community Coalition represents the interest of the communities that will be most impacted by the Project due to their geographic locations. However, the Mountain Community Coalition plans to closely coordinate with other municipalities, and potentially other parties, on motions, responses, and other pleadings to the extent the Mountain Community Coalition’s interests align with such other parties.

22. **Claims.** The Mountain Community Coalition’s claims may rely on prior Commission orders, associated rulemakings, underlying statutes, and judicial decisions regarding the development of energy infrastructure, associated health risks, residents’ access to alternative energy sources, and related issues. At this time, the Mountain Community Coalition has not fully determined the nature and quantity of evidence it will bring forward in this proceeding and reserves the right to raise other issues and rely on other evidence. With this intervention, the Mountain Community Coalition will not delay this proceeding and will seek to conduct the proceeding efficiently.

23. **Service and Entry of Appearance.** The Mountain Community Coalition requests that all documents be served on the following:

Keely Ambrose
Town Attorney
Town of Breckenridge
150 Ski Hill Road, PO Box 168
Breckenridge, CO 80424
Telephone: 970.547.3117
Facsimile: 970.547.3128
keelya@townofbreckenridge.com

Jessica Burley
Sustainability & Parking Manager
Town of Breckenridge
1095 Airport Rd, PO Box 168
Breckenridge, CO 80424
Telephone: 970.547.3110
Email: jessieb@townofbreckenridge.com

Sarah C. Judkins
Sarah M. Keane
Kaplan Kirsch LLP
1675 Broadway, Suite 2300
Denver, CO 80202
Telephone: 303.825.7000
Facsimile: 303.825.7005
sjudkins@kaplankirsch.com
skeane@kaplankirsch.com

24. In addition, the Mountain Community Coalition hereby enters the appearances of Sarah Judkins and Sarah Keane, with the contact information listed immediately above.

WHEREFORE, the Mountain Community Coalition respectfully requests that the Commission issue an order granting its motion to intervene in the above-captioned proceeding and that the Mountain Community Coalition be allowed to participate with full rights as a party.

Dated this 18th day of February 2025.

/s/ Sarah Judkins
Sarah Judkins #48406
Sarah M. Keane # 51109
Kaplan Kirsch LLP
1675 Broadway, Suite 2300
Denver, CO 80202
Telephone: 303.825.7000
sjudkins@kaplankirsch.com
skeane@kaplankirsch.com

Attorneys for the Mountain Community Coalition

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of February 2025, a copy of the **MOTION TO INTERVENE OF THE MOUNTAIN COMMUNITY COALITION** in Proceeding No. 25A-0044EG was e-filed with the Colorado Public Utilities Commission through the Commission's E-Filing system and a copy was thereby served upon all parties shown on the Commission's certificate of service accompanying such filing.

/s/ William Trull _____

William Trull

Paralegal

Kaplan Kirsch LLP

1675 Broadway, Suite 2300

Denver, CO 80202

Telephone: 303.825.7000

btrull@kaplankirsch.com

Exhibit B

Percentage Share and Estimated Jurisdiction Funding Obligations

| | % Funding (GHGs, Commercial & Residential Customer) | Estimated Cost |
|---------------|---|----------------|
| Breckenridge | 30.09% | \$61,248 |
| Summit County | 38.83% | \$79,031 |
| Silverthorne | 10.57% | \$21,515 |
| Frisco | 9.09% | \$18,507 |
| Dillon | 3.38% | \$6,881 |
| Keystone | 7.23% | \$14,713 |
| Blue River | 0.81% | \$1,645 |
| Total | 100% | \$203,540 |