

**CITY AND COUNTY OF DENVER
AND
PUBLIC SERVICE COMPANY OF COLORADO**

DENVER ENERGY AND INFRASTRUCTURE AGREEMENT

This **DENVER ENERGY AND INFRASTRUCTURE AGREEMENT** (this “Agreement”) is by and between the City and County of Denver, Colorado, a Colorado municipal corporation (the “City”), and Public Service Company of Colorado, a Colorado corporation (the “Company” and referred herein, together with the City, as the “Parties” and each individually as a “Party”).

RECITALS

WHEREAS, for over 100 years, a strong tradition of working together has progressed between the City and the Company, resulting in an interwoven history linked to the City’s growth, development, planning and energy needs and objectives;

WHEREAS, the Parties recognize that innovation in City and Company services will be beneficial to support the City’s development for the next generation;

WHEREAS, the City has a vision for a vibrant, healthy community and economy built on affordable and reliable pollution-free energy for its residents and businesses and has adopted a Climate Action Plan with goals to reduce greenhouse gas emissions;

WHEREAS, the Parties are committed to ensuring energy availability, where and when it’s needed, for all City residents and Company customers;

WHEREAS, the City has confirmed its commitment to certain matters relating to energy affordability, reliability, and sustainability in its Denver Community Energy Commitment;

WHEREAS, the Company has publicly announced its commitment to sustainability in its annual Sustainability Report, to providing clean, safe, and reliability energy to City residents, and the Company plays an important role in the City’s achievement of its energy goals;

WHEREAS, innovation and changes in the energy industry will require collaboration on operations, energy goals, and siting and planning, among other things;

WHEREAS, the Parties acknowledge that some goals and objectives may be achievable in the near term, while others will take years of collaboration between the City and the Company;

WHEREAS, the Parties agree that better coordination on energy and infrastructure will improve the experience of and facilitate energy availability to City residents and Company customers and the Parties desire to set forth the terms and conditions of their collaboration; and

WHEREAS, the Parties have entered into this Agreement to establish the mechanism to support their ongoing commitment to collaboration on energy and infrastructure matters described herein.

AGREEMENT

NOW THEREFORE, the City and the Company agree as follows:

1. **Denver Energy and Infrastructure Group**. As a means to facilitate collaboration and coordination between the Parties, there is hereby established a Denver Energy and Infrastructure Group (the “E&I Group”) consisting of members appointed by the City and the Company. The initial members of the E&I Group are as follows:

- (a) City representatives:
 - (i) Mayor’s appointee from executive staff;
 - (ii) City Council President ;
 - (iii) Manager of the Department of Transportation and Infrastructure;
 - (iv) Executive Director of Denver Economic Development and Opportunity;
 - (v) Manager of the Department of Community Planning and Development;
 - (vi) Executive Director of the Office of Climate Action Sustainability and Resiliency;
 - (vii) Director of the Denver Permitting Office; and
 - (viii) Manager of the Department of Finance.

Alternatively, the City Council President may designate another City Councilmember to fill their role on the E&I Group, and the persons identified in subparagraph (iii)-(viii) may designate another person from within their organization with decision-making authority to fill their role on the E&I Group.

- (b) Company representatives:
 - (i) Sr. Manager of Community Relations;
 - (ii) Sr. Manager of Operations for the City;
 - (iii) Local Government Project Manager for the City;
 - (iv) Environmental Policy representative;
 - (v) System Planning and Strategy representative;
 - (vi) Transmission Operations representative;
 - (vii) Key Accounts representative; and
 - (viii) Manager of Siting and Land Rights.

Although each member of the E&I Group serves at the pleasure of the appointing Party, the Parties acknowledge and agree upon the need to preserve continuity in the membership of the E&I Group and to avoid disruption and that the initial members contain the right mix of representation from across the City’s and the Company’s respective organizations to provide effective collaboration

and informed decision-making. There shall be two (2) co-chairs of the E&I Group, one (1) co-chair shall be selected by the City representatives and (1) co-chair shall be selected by the Company representatives. The Parties will identify their initial co-chairs prior to the first meeting of the E&I Group. Co-chairs shall serve two-year terms, and the same person may serve as a co-chair for multiple consecutive terms. The initial members of the E&I Group may be changed, from time to time, by the City or the Company, but the number of appointees by the each of the Parties shall be equal.

2. **Areas of Focus.** Collaboration shall concentrate on the following “Areas of Focus” or such other matters as the E&I Group, defined below, shall identify from time to time:

(a) **Innovative Technology.** The energy industry is currently experiencing a period of technological advancement allowing for the use or potential use of innovative technologies in the delivery of energy for light, heat, power and other purposes. In addition, physical ground space for large facilities will become more finite as more development and infill development takes place in the City. While acknowledging that the Company retains decision-making on how it will maintain the reliability and safety of its system, and without obligation to integrate or offer the same, the City and the Company will examine ways that novel forms of siting facilities, energy creation, storage, and delivery may be provided to the residents of the City. Initial proposals include:

(i) *Ambient Loop.* The City is interested in developing an ambient loop district system to provide services in downtown Denver upon the conversion of the Company’s existing chilled water system. The City and Company are currently partnering on a pilot project to study the development of an ambient loop system in downtown Denver, and a City building located at 200 W 14th Ave. is serving as the initial pilot location. In conjunction with the pilot, the City and the Company will work toward the development of an ambient loop system, including evaluating the scope and scale of the same, costs, and transitional services, acknowledging that adjacent neighborhoods or properties may also want to join the proposed ambient loop.

(ii) *Novel Siting.* Flexibility in utility siting may be required in the future to better support development. The Company, in conjunction with the owner, is currently studying the feasibility of an underground substation at the Ball Arena property. The City and the Company will collaborate to explore the potential undergrounding of electric substations, mobile battery storage, and distributed generation to increase flexibility in how power gets to City residents.

(b) **Planning.**

(i) *Capital Planning.* The City has adopted a Comprehensive Plan which will guide the City as it develops for the next generation. The City’s Comprehensive Plan sets forth goals related to, among other items,

residential development and affordable housing and supporting and attracting business investment in the City. The Company plans significant investment in the City in the coming years in its distribution system, among other facility and system improvements and upgrades. The City and Company will collaborate to discuss strategic planning and find ways to navigate investment in City and Company improvements in a way to cost-effectively serve City residents.

- (ii) *Electric Grid Planning.* The increased load associated with the electrification of vehicles, buildings, and industry, and the growth of artificial intelligence and other technologies will lead to a substantial increase in the demand for electricity in the coming years. To support the electric load and demand growth, the Company's electric system and grid will require significant upgrades and additional infrastructure, including larger facilities like transmission lines and equipment, substations, and feeders. The City's approval of the location of substations, transmission facilities, and feeders is critical to providing the energy required to power the City. The City and the Company will discuss ways to efficiently evaluate facility locations to ensure the continuous flow of energy to City residents.
- (iii) *Load Forecasting; Developer Considerations.* To allow developers to better plan their developments, the Company will provide the City estimated electric loads for certain building types and general specifications for electric equipment required to support the estimated load that developers can reference while they prepare their site development plans. The City will provide the same and the Company's internal standards related to loads to applicants during the City's concept plan review process. Additionally, the City and the Company will endeavor to look for ways to incorporate checks into the concept plan review process to ensure that the developer (i) has set aside sufficient ground space in the development to support the Company facilities required to provide utility service to the structure/development and to safely operate Company facilities and/or (ii) can safely construct its development and that such development will not put any building occupants in danger of contacting utility lines, in accordance with C.R.S. § 9-2.5-101 et seq., and other applicable laws.
- (c) Affordable Housing. The City currently has several initiatives, including the use of Proposition 123 resources, aimed at providing more affordable housing options to City residents. Adjustments to Company tariffs and policies may support the ultimate construction of additional affordable housing units in the City.
 - (i) *System Capacity Reservation.* The Company's tariffs do not allow for reservation of capacity prior to making an application for service. The Company may explore options to revise its line extension policy to provide advanced capacity assurance for projects that are Qualified Low-

Income Housing Projects, as the term is defined in Section 42(g) of the United States Internal Revenue Code, and other low-income housing projects that are receiving public investment and benefit households earning 80% or less of the area median income.

- (ii) *Project Fast Tracking.* The Company currently completes the design and construction of customer projects on a first-come-first-serve basis. The Company may explore ways to prioritize the design and construction of Company utility service for Proposition 123 affordable housing projects or projects that are Qualified Low-Income Housing Projects, as the term is defined in Section 42(g) of the United States Internal Revenue Code, and other low-income housing projects that are receiving public investment and benefit households earning 80% or less of the area median income. To support this, the City will provide a letter to the customer confirming their participation in the Proposition 123 program or other information confirming the project is a Qualified Low-Income Housing Projects, which the customer may submit to the Company with their application.
- (d) Permitting; Effective Development. The Parties recognize that prompt processing of permits required to execute utility work in the City is necessary to avoid project delays, for the City, the Company, and others, and to contain the costs associated with development. The Parties will work together to review the permitting process required for the Company's Facilities, identify challenges and ways to alleviate those challenges, and the City may undertake adjustments in City regulations to, the extent necessary, permit projects in a more efficient manner.
- (e) Sustainability Goals. The City has developed a Community Energy Commitment to set forth the City's policy goals to support the advancement of community energy priorities in alignment with the City's ongoing actions, published plans, and desire to be a leader in the global energy transition. The City will regularly assess its Community Energy Commitment with community input to review new technologies, programs, laws, and regulations that govern or influence the production and delivery of energy. The Company plays an important role in the City's achievement of its energy goals. As the experts in system planning, resiliency, and load forecasting, the City will consider the Company's guidance on matters as the City works towards achieving its energy and sustainability goals. The City and the Company will work together to develop complementary rebates and other offerings that attract and mobilize City residents to help each entity meet their respective energy and sustainability goals.
- (f) Income Qualified Energy Assistance. Ensuring impacted community access to energy, through Colorado LEAP and other programming, is important to the City and the Company. The Company offers several Energy Bill Payment Assistance options to customers that may be struggling to pay their bills. The Parties agree to cooperate to ensure equitable access and promote awareness of such energy assistance programs to encourage participation by City residents. Income qualified

energy assistance programs policies are currently shaped, in part, through state statute and Commission rules and regulations. The Company and the City agree to discuss proposals to further support these policies, and to bolster individual awareness and participation in available programming to eligible City residents.

- (g) Alternative Rate Designs. Alternative rate designs can, among other things, encourage the adoption of all-electric technologies and better quantify the time-locational value of distributed energy resources. The City plans to conduct an Equitable Rate Reform study starting in 2025 and continuing into 2026. The outcome of this study may provide insights on potential rate reforms in Colorado to address equity concerns and reduce energy burdens. The Company will engage with the City as an advisor during the Equitable Rate Reform study. The City and the Company will review the results of the City's study and the Company will take the same into consideration in determining if an equitable rate pilot or other rate structures could benefit customers across its service territory.
- (h) Net Energy Metering. Customer-sited distributed energy resources may support the integration of intermittent renewable energy resources, reduce the need for electric infrastructure investments, and help stabilize the grid by providing services such as voltage support and frequency regulation. The Company currently offers a Net Energy Metering service element as part of its existing electric tariffs. The City and the Company will endeavor to establish an ongoing collaboration with the intent to align on the appropriate role for customer sited renewable energy generation, recognizing the costs of such generation, continues a role for customer sited renewable energy generation, and that appropriately values the time locational value of such resources in meeting the City's energy needs.

3. Support for Energy Assistance Programs.

- (a) Contribution. In the event that income qualified energy assistance provided to income qualified customers of the Company is no longer available as a result of the repeal or amendment of all existing laws, rules and regulations (including but not limited to, 42 U.S.C. § 8621-8630 (2008), Title 40, Article 8.7 of the Colorado Revised Statutes; §§ 26-2-3, *et seq.*, C.R.S.; 9 CCR 2503-7; 4 CCR 723-3 and 4 CCR 723-4), and such repeal and/or amendments result in a total contribution by the Company to income qualified customers in a gross amount less than an annual contribution of Two Hundred Fifty Thousand Dollars (\$250,000.00), then the Company shall contribute to the City starting on February 1 of year following such repeal or amendment an amount required to achieve a total contribution by the Company in the annual amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and such payment shall continue annually thereafter so long as the shortfall condition exists. Company and City agree to structure the contribution in such a way as to preserve tax deductibility.
- (b) Invoicing. To confirm the repeal and unavailability of income qualified energy assistance through alternative legislation or other funding sources as set forth in subparagraph (a) above, the City will provide an invoice to the Company stating

the same on or before January 1 of the year the payment is expected. Upon the Company's concurrence with the statements contained in the City's invoice, payment will be made by the Company to the City's Department of Finance and disbursed in accordance with City's directives.

- (c) Survivability. Notwithstanding anything to the contrary in this Agreement, the provisions of this Paragraph 3 shall be effective from the Commencement Date through the Expiration Date and shall survive any earlier termination thereof.

4. **E&I Group Advisors**. The E&I Group shall arrange opportunities for advocates and advisors, including representatives from critical communities within the City, such as business, neighborhoods, and technical experts, to provide information and materials to the E&I Group. In order to facilitate the transmittal of such information to the E&I Group, the E&I Group shall appoint members representing these critical communities to a standing advisory committee.

- (a) The initial "E&I Advisors" will include:
 - (i) Metro Denver EDC (staff member as identified by Metro Denver EDC President);
 - (ii) Small Business Chamber of Commerce and/or specialty Chamber of Commerce (including but not limited to Colorado Black Chamber of Commerce; Denver Hispanic Chamber of Commerce) (staff member as identified by Chamber President);
 - (iii) Affordable housing developer;
 - (iv) Consumer advocate or similar affordability organization;
 - (v) Environmentalist; and
 - (vi) Energy Technology expert (geothermal, solar, etc., development).

In addition to the foregoing each of the Mayor's Office, City Council, and the Company shall each appoint one (1) additional member to the E&I Advisors. The Mayor's appointee will be selected in accordance with the City's Board and Commission application process; City Council's appointee will be selected in accordance with applicable City process; and the member appointed by the Company shall be selected at the Company's discretion.

- (b) The E&I Advisors shall be charged with reviewing and providing feedback on the Areas of Focus; researching special initiatives as requested by the E&I Group; and providing outreach and promotion of E&I Group initiatives as directed by the E&I Group. The E&I Advisors may meet at their discretion.

5. **Meetings; Engagement; Executive Updates; Roadmaps**.

- (a) E&I Group Meetings. The E&I Group shall meet at least every other month and shall provide updates to the Energy Advisors at least annually or as otherwise agreed upon by the co-chairs. Each co-chair may invite experts from the City and

the Company, respectively, to E&I Group meetings for discussion purposes on specific topics. Energy Advisors may attend meetings of the E&I Group at the invitation of the E&I Group co-chairs. The City and the Company each commit to providing staff and resources to the E&I Group as necessary to develop strategies to address improvements on the Areas of Focus. Meetings shall take place in person at a location agreeable to both the City and the Company, or by virtual meeting.

- (b) Community Engagement. The E&I Group co-chairs will meet, at least semi-annually, with the advisory committees for the Department of Community Planning and Development, Department of Transportation and Infrastructure, Denver Parks and Recreation, Denver Permitting Office, and the Office of Climate Action Sustainability and Resiliency, and the Energy Advisors. These meetings will focus on community engagement, discuss progress on the Areas of Focus, and provide an opportunity for community feedback to the E&I Group as the E&I Group works through the Areas of Focus, and may be attended by members of the public. The co-chairs will report back on the information gathered from such meetings to the E&I Group.
- (c) Executive and City Council Updates. The E&I Group co-chairs will provide regular updates on the E&I Group's progress on the Areas of Focus to the Mayor and President of the Company, and, if requested by the City Council President, to City Council.
- (d) Roadmaps. The Parties acknowledge that each Area of Focus is unique and may be addressed on its own timeline. In addition, given the changing energy landscape and possibilities for prioritization of policy goals, the Parties recognize that flexibility in addressing the Areas of Focus is necessary. To facilitate successful collaboration on the Areas of Focus, the E&I Group will develop and adopt a mutually agreeable roadmap for each Area of Focus (collectively, the "Roadmaps"). The E&I Group will make adopted Roadmaps publicly available. Each Roadmap will set out (1) an appropriate timeline for working on the Area of Focus, (2) benchmarks supporting the timeline, and (3) appropriate project objectives for each of the City and the Company. The Parties agree that neither can anticipate whether any, or all, of the Areas of Focus will result in measurable outcomes. In the event that either Party determines that a Roadmap is no longer feasible (*e.g.* the goal itself is not achievable, rather than the Roadmap timeline needs to be extended or adjusted), that Roadmap will be deemed concluded upon written notice to the other Party and the Parties will select a mutually agreeable replacement Roadmap for the Area of Focus if necessary.

6. Stakeholder Outreach for Regulatory Filings. Growing energy demand, shifting energy policy, and energy innovation will likely result in greater regulation of the Company and associated increased tariff changes and regulatory filings, plans and proceedings. As City residents constitute a significant portion of the Company's customers in Colorado, upon request the Company can provide annual presentations to the City Council on its tariff changes and regulatory filings, plans and proceedings which may impact Company operations and service to the City and its residents.

7. Data Sharing.

- (a) General. The Parties acknowledge that data sharing between the Company and the City may be necessary to support the purposes of this Agreement. The Company will provide the E&I Group the information and community energy reports identified on Attachment A to this Agreement at no cost. The Parties also recognize that additional Company data, including but not limited to information about Company facilities, emissions, and service and reliability, may be available to the City, subject to protective measures, in certain Colorado Public Utilities Commission (“Commission”) proceedings. The Parties acknowledge that there are ongoing or future Commission proceedings regarding availability of Company data, including, without limitation, the Company's Distribution System Plan; Electric Quality of Service Plan, M docket exploring income qualified customers and service disconnections, among other topics, and Gas pipeline rulemaking and upcoming Gas Quality of Service Plan. The City is actively participating in each of these proceedings.
- (b) Protected Information. If any documents or other information requested by the City from the Company as part of this Agreement contains, in the reasonable judgment of the Company, confidential, proprietary, critical infrastructure, or otherwise sensitive data which the Company needs to protect from public disclosure (“Protected Information”), the Company will notify the City of such determination in writing. Outside of Commission proceedings, the Company may elect to share Protected Information requested pursuant to this Agreement with the City. The disclosure of customer data which would be in violation of Commission rules or regulations will not be provided.
- (c) CORA. If the City receives a CORA request made by any third-party for any such designated Protected Information the City will use reasonable efforts to promptly notify the Company of the request and will allow the Company to reasonably identify any information that it considers to be Protected Information. If the requesting party challenges the response with regards to the Company data, the Company shall appear and defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such Protected Information. In any such legal action the City will name the Company as an indispensable party and support any Company requests for protection of records. The Company shall be responsible for any monetary amounts awarded against the City in connection with such action. The Parties agree that certain written materials concerning the nature and location of Company facilities that may be provided by the Company to the City may contain information reflecting physical assets of critical infrastructure and potential vulnerabilities for which disclosure to a third-party would be contrary to the public interest under CORA Section 24-72-204(2)(a)(VIII)(A). The City will consult with the Company to identify any such materials and the City will otherwise use reasonable efforts to deny disclosure of such materials to third parties under the foregoing provision of CORA. As used herein, the term “CORA” means the Colorado Open Records Act (C.R.S. § 24-72-201 *et seq.*).

8. **Term; Termination.**

- (a) **Term.** The City and the Company agree to the collaboration efforts set forth in this Agreement for a period commencing upon official certification of the voter approval of the 2027 Franchise referred ballot measure (the “Commencement Date”), and expiring December 31, 2046 (the “Expiration Date”).
- (b) **Termination.** Following the Commencement Date, this Agreement shall automatically terminate in the event that the Commission does not approve the 2027 Franchise. The Parties will commit to hold a designated meeting to evaluate the effectiveness of this Agreement periodically, but not less than every five (5) years during the term.

9. **No Impact on Franchise Agreement.** The City and the Company are parties to that certain Franchise Agreement, dated effective January 1, 2007 (“2007 Franchise”) and that certain Franchise Agreement dated effective January 1, 2027 (“2027 Franchise”). This Agreement does not impact, nor does it alter or modify, either the 2007 Franchise or 2027 Franchise, including the Parties’ agreement therein to promptly and fully comply with all applicable laws.

10. **Governing Authority.** The Parties recognize that the implementation of the proposals adopted by the E&I Group may require (i) legislative and/or executive action by the City, including but not limited to the issuance of permits, adoption of ordinances, and revisions to existing City code, rules and regulations; and/or (ii) the execution of additional written agreements between the City and the Company. The City and the Company further recognize that the Company, as a regulated utility, is subject to regulation by the Commission, and, in addition to City actions or approvals, the approval of the Commission may be required to implement the proposals adopted by the E&I Group. Nothing in this Agreement constitutes a waiver of the City ordinances or the City’s regulatory authority or the state’s utility regulatory authority. Nothing in this Agreement will be deemed to require the Company to invest in technologies or incur costs without Commission approval or at the individual discretion of the Company. Nothing in this agreement restricts the City’s ability to engage in Commission proceedings, in accordance with Commission rules and regulations.

11. **Binding Agreement.** Subject to the limitations contained in Paragraph 10 above and elsewhere herein, this Agreement is binding upon the Parties hereto.

12. **Amendments.** No alterations, amendments or modifications to this Agreement will be valid unless executed in writing by the Parties, which alterations, amendments or modifications will be adopted with the same formality used in adopting this Agreement, to the extent required by applicable law. Neither this Agreement, nor any term herein, may be changed, modified or abandoned, in whole or in part, except by an instrument in writing signed by both parties, and no subsequent oral agreement will have any validity whatsoever.

13. **Notices.** Both Parties shall designate from time to time in writing representatives for the Company and the City who will be the persons to whom notices shall be sent regarding any action to be taken under this Agreement. Notice shall be in writing and forwarded by certified mail, reputable overnight courier, or hand delivery to the persons and addresses as hereinafter stated,

unless the persons and addresses are changed at the written request of either party, delivered in person or by certified mail. Until any such change shall hereafter be made, notices shall be sent as follows:

To the City:	Mayor of Denver 1437 Bannock Street, Suite 350 Denver, Colorado 80202
with a copy to:	City Attorney City and County of Denver 1437 Bannock Street, Room 353 Denver, CO 80202
To the Company:	Public Service Company of Colorado Attn: Director, Customer and Community Relations 3500 Blake Street Denver, Colorado 80205
with a copy to:	Public Service Company of Colorado Attn: Legal Department – Real Estate 3500 Blake Street Denver, Colorado 80205

14. **No Joint Venture or Partnership.** It is agreed that nothing in this Agreement shall be deemed or construed as creating a joint venture, trust, partnership, or any similar legal relationship among the parties.

15. **For the Benefit of Parties Only.** This Agreement is for the benefit of the signing parties only. There are no third-party rights created by this Agreement and there are no third-party beneficiaries entitled to the benefits of this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument. The parties agree and acknowledge that each has the requisite authority and power to execute and carry out the terms of this Agreement.

[signature page follows]

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CCD 08/07/2025

CITY SIGNATURE PAGE TO BE ATTACHED

CCD 08/07/2025

COMPANY:

Public Service Company of Colorado

Robert Kenney, President

Date: _____

ATTACHMENT A – DATA REPORTS

Line No.	Data Name	To be provided by PSCo	Method of Reporting	Frequency	Notes
Community and Customer Energy Reports					
1	City Utility Program Participation Data	Customer participation data from PSCo-based programs, including but not limited to EV charging, battery storage, solar installations, renewable connect, and DSM & BE programming aimed at efficiency and electrification.	Community Energy Report	Annually	Company will investigate if data may be shared quarterly.
2	City Usage Data	Electric, gas, and steam usage data for all rate schedules for the City. Usage data includes customer counts, kWh/kW, dth or equivalent, and revenues.	Community Energy Report	Annually	Company will investigate if data may be shared quarterly.