SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement”) is by and between, PUBLIC SERVICE COMPANY, a Colorado corporation (“PSCo”) and, the CITY OF BOULDER, a Colorado home rule municipality (“Boulder”). PSCo and Boulder shall be referred to collectively as the “Parties” and each individually as a “Party.” This Settlement is entered into on this ____ day of August 2020 to be effective as provided herein.

RECITALS

A. On August 10, 2010, the Boulder City Council decided not to place a proposed PSCo franchise on the November 2010 ballot and to instead pursue municipalization for a municipal electric utility pursuant to Art XX, section 6 of the Colorado State Constitution. One of the primary motives for Boulder’s decision was to reduce Boulder’s carbon footprint in response to climate change. On December 31, 2010 the 1990 franchise issued to PSCo expired (“1990 Franchise”).

B. Since authorization by the voters of Boulder in November, 2011, Boulder has pursued municipalization which has resulted in litigation with PSCo before the Boulder District Court, the Court of Appeals, the Colorado Supreme Court, the Federal Energy Regulatory Commission (“FERC”), and the Colorado Public Utilities Commission (“PUC”), some of which remains pending.

C. In December 2016, Boulder City Council adopted the Climate Commitment and its associated goals of an 80 percent reduction in community greenhouse gas emissions below 2005 levels by 2050; 100 percent renewable electricity by 2030; and 80 percent reduction in organization greenhouse gas emissions below 2008 levels by 2030.

D. In December 2018, PSCo announced a goal of reaching zero-carbon electrical production by 2050 and a reduction of and to reduce carbon emissions 80% from 2005 levels by 2030.

E. In light of the importance of addressing climate change and the efforts both parties are making and plan to make, Boulder and PSCo agreed to enter into a settlement of the pending disputes and to address Boulder’s other goals related to emission reductions and 100% renewable energy without municipalization.

F. The Parties desire to settle the current litigation except as specified below, in accordance with the provisions and upon the terms and conditions set forth below.

AGREEMENT

In consideration of the mutual promises and releases contained herein, the adequacy and sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:
I. FRANCHISE, SETTLEMENT AGREEMENT, AND ENERGY PARTNERSHIP AGREEMENT

A. Franchise Agreement. Except as provided otherwise in paragraph L and M below, all rights, obligations and conditions in this agreement are expressly conditioned upon the passage by the Boulder electorate at the November 3, 2020 election of a ballot measure approving the Franchise Agreement in substantially the form attached as Exhibit A to this agreement, and approval of the Franchise Agreement by the PUC. (“2020 Franchise”).

B. Settlement Agreement. This Agreement specifies the terms and conditions on which Boulder agrees to place the Franchise Agreement on the ballot for consideration by the voters. Two additional agreements (“Associated Agreements”) are attached hereto as Exhibits B and C and incorporated herein.

1. The Energy Partnership Agreement is Exhibit B hereto. This Agreement specifies how the Parties will coordinate the implementation of programs and projects in addition to those provided in the Franchise Agreement and consistent with the Purpose, Vision, and Guiding Principles stated therein. The Energy Partnership Agreement is to be effective and implemented during the time of the franchise.

2. The Load Interconnection Agreement includes the terms for interconnection of the electric load from the Boulder System to the transmission at the six substations which will serve the Boulder System if Boulder opts-out of the franchise and pursues municipalization. While Exhibit C is the final form of the Interconnection Agreement, it will not be executed and filed with FERC for approval unless Boulder exercises an opt-out as described in the Franchise Agreement and pursues municipalization. Upon the occurrence of those two decisions in the sole discretion of Boulder, the Load Interconnection Agreement would become effective as described therein.

C. Existing Conditions. The following conditions exist at the time of this agreement:

1. The Colorado Public Utilities Commission issued decision C17-0750 on September 24, 2017 and decision C19-0874 on October 28, 2019 in proceeding no. 15A-0589E approving Boulder’s application for transfer of assets outside substations subject to future PUC proceedings and final approvals as contemplated in those and other PUC decisions.
2. The PUC decisions generally establish a process for Boulder’s creation of a municipal electric utility through the transfer of service responsibilities from PSCo to Boulder (“Cut-Over Date”).
3. The PUC decisions anticipate a vote by the Boulder electorate to make a final decision regarding the creation of a municipal electric utility (“Go/No Go Decision”).
4. PSCo’s 2018 GIS system model provides the basis for separation of the systems.
5. The PUC decisions approved a designated list of assets for transfer outside of the substations.
6. PSCo and Boulder have developed detailed distribution engineering plans sufficient for separation of a Boulder municipal system from PSCo’s system. The distribution engineering plans include sufficient detail to provide the basis for construction bids.

7. PSCo has prepared and provided to Boulder, at Boulder’s expense, System Impact and Facilities Studies for six substations to provide distribution service to electric customers in Boulder.

8. Boulder has posted and PSCo holds letters for credit in the amount of $1.7 million for distribution engineering and $2.6 million for engineering design.

9. To satisfy a condition imposed in decision C17-1750, Boulder and PSCo entered into an Agreement for Payment of Costs dated October 24, 2018 (“Cost Agreement”). The PUC approved the Cost Agreement.

10. Boulder has paid PSCo over $3.6 million under the Cost Agreement for PSCo’s costs to date. Boulder has also paid PSCo approximately $300,000 for work related to substations, including system impact studies, facilities studies and design. There are additional amounts for which Boulder has not yet been billed. Boulder has paid every invoice in a timely manner.

11. The Cost Agreement provides a procedure for resolution of payment disputes at the time that a Boulder municipal utility begins providing electrical service to customers on the “Cut-Over Date.”

12. On June 28, 2019, Boulder filed a petition in condemnation in the Boulder District Court.

13. On September 4, 2019, the Boulder District Court issued an order dismissing Boulder’s petition in condemnation. On October 31, 2019, PSCo filed a motion for attorneys’ fees. Boulder opposed the motion. The motion is fully briefed but has been stayed by the trial court pending outcome of Boulder’s appeal.

14. On October 23, 2019, Boulder appealed the decision dismissing the petition in condemnation. The appeal is fully briefed. Oral argument has not been scheduled.

15. On November 20, 2019, Boulder sent PSCo a Notice of Intent and Final Offer to purchase certain assets necessary for the operation of a municipal electric utility.


17. On April 14, 2020, the Boulder District Court issued an order staying Boulder’s December 20, 2019 petition in condemnation pending resolution of the appeal for the previous condemnation.

18. On February 6, 2020, Boulder filed an Application for an Order Directing Interconnection of Facilities on Reasonable Terms and Conditions Pursuant to Sections 210 and 212 of the Federal Power Act (“210 Application”) and PSCo has moved to intervene and filed Responses.

19. On March 17, 2020, Boulder filed an Offer of Settlement for Interconnection and PSCo has moved to intervene and filed Objections.

D. **Cost Agreement.** The Cost Agreement will be held in abeyance during the term of the franchise, and re-effective on the date of filing a condemnation petition if Boulder decides to
opt-out of the franchise as provided in the Franchise Agreement, with the following agreements related to incurrence of costs under the Cost Agreement:

1. Except as otherwise provided below or otherwise agreed by the parties, PSCo will perform no services or other work related to Boulder’s municipalization while the Cost Agreement is held in abeyance.
2. Boulder will not be required to pay for any work performed by PSCo during the abeyance period, except as otherwise provided below or unless mutually agreed by the Parties or ordered by the PUC or court of competent jurisdiction.
3. The Parties will work in good faith to resolve any dispute under the Cost Agreement and return any overpayment prior to the effective date of the Franchise Agreement pursuant to the dispute resolution provisions of the Cost Agreement.

E. **Facilities Study and Detailed Engineering Design Agreement.** The Facilities Study and Detailed Engineering Design Agreement between the Parties dated May 6, 2019, (“Facilities Agreement”) will be held in abeyance during the term of the franchise.

1. The detailed engineering designs for the Leggett, NCAR, Sunshine, and Wastewater Treatment Plant Substations will be completed by October 31, 2020, as provided in the Facility Study and Detailed Design Agreement dated May 6, 2019, between the Parties.
2. Boulder shall pay for the costs of the designs for the Leggett, NCAR, Sunshine and WWTP Substations as provided in the Facilities Agreement.

F. **Litigation.** Upon certification of election results showing voter approval of the 2020 Franchise:

1. The pending condemnation case in Boulder District Court Case 19CV31226 will be dismissed by the parties thereto without prejudice.
2. Boulder will withdraw the 210 Application and associated Offer of Settlement pending before FERC.
3. PSCo’s pending award of attorneys’ fees shall be dismissed without any payment by Boulder.
4. Neither PSCo or Boulder shall seek or receive any award of costs or attorneys’ fees arising from any of the pending litigation.

G. **Letters of Credit.**

1. PSCo holds two Letters of Credit as security for Boulder’s requirement to make payments under the Cost Agreement. Upon final passage of the ordinance placing the 2020 Franchise on the ballot, PSCo shall release a $2.6 million letter of credit posted by Boulder for substation detailed design engineering, to the extent that all costs for work related to the distribution detailed design engineering have been billed by PSCo and indefeasibly paid in full by Boulder and all disputes have been fully resolved. At
such time, PSCo shall also release a $1.7 million letter of credit posted by Boulder for distribution detailed design engineering, to the extent that all costs for work related to the distribution detailed design engineering have been billed by PSCo and indefeasibly paid in full by Boulder and all disputes have been fully resolved.

2. Nothing in this agreement shall alter any requirement that PSCo release a letter of credit at an earlier time as required by the terms of the Cost Agreement.

H. Undergrounding

1. The 1990 Franchise required PSCo to fund projects for the undergrounding of overhead electrical lines in an amount equal to 1% of annual gross electrical revenues generated by service to customers in Boulder. PSCo has not provided any new funding for undergrounding since the expiration of 1990 Franchise. As a one-time settlement accommodation and without setting any precedent PSCo shall provide funding for undergrounding in an amount equal to one percent of gross electrical revenues received by PSCo from customers in Boulder for the period between the date of expiration of the 1990 Franchise and the effective date of the 2020 Franchise.

2. The funds described in subparagraph (1) above shall be in addition to the funds to be provided pursuant to paragraph 11.2 of the 2020 Franchise.

3. All funds identified in subparagraph (2) above shall be available for undergrounding projects to be completed during the first three years following the effective date of the proposed franchise. Provided, however, any unspent funds shall be available for undergrounding projects in subsequent years. Failure to complete a project in the three-year time period shall not affect the availability of funding.

4. The prioritization and selection of the overhead facilities to be undergrounded shall be governed by the mutual agreement of the parties pursuant to the Distribution Partnership Agreement and the 2020 Franchise.

I. Data Sharing  PSCo shall keep Boulder apprised of significant changes to the electric distribution system during the term of the 2020 Franchise, by providing data as provided in the Energy Partnership Agreement (“Exhibit B”) and as provided below:

1. An annual updated model of the electric distribution system in the Boulder Division from the 2018 GIS model in the same format as the 2018 GIS Model provided by PSCo in the PUC proceedings or an equivalent satisfactory to Boulder.

2. PSCo will charge Boulder no more than the actual costs, plus labor, of providing data.

J. Boulder Option to Opt Out of Franchise. Pursuant to sections 2.4 and 2.5 of the 2020 Franchise, Boulder has the option as provided therein to opt out of the 2020 Franchise at its sole discretion under the terms and conditions provided in paragraphs 2.4 and 2.5 of the 2020
Franchise. If Boulder exercises its option to opt out of the 2020 Franchise, the following conditions shall apply:

1. PUC decisions C17-0750 and C19-0874 remain in full force and effect and no further approval is necessary for the transfer of assets outside of substations or the separation of those assets, except as set forth below. The parties will follow the process, insofar as they are described, in those decisions for separation of the distribution system through Cut-Over Date. Boulder may add assets which affect system engineering that are added to the system by PSCo after separation engineering work that has been completed to date, subject to approval from the PUC as provided in subsection (2) below.

2. PUC decision C19-0874 requires a joint application after the Go/No Go decision and prior to the Cut-Over Date seeking final PUC approval of transfer of assets.

3. No further PUC action is currently anticipated regarding Boulder’s acquisition of the assets or separation until PSCo and Boulder jointly file C.R.S. § 40-5-105 request after separation construction and before Cut-Over Date. The following are additional matters identified in the May 1, 2020 Cost Estimates that may require PUC approval:
   a. PSCo request for approval for modifications of the Advanced Grid Integration (AGIS) program per section II.K.4(c)(2) of the Cost Agreement;
   b. Joint application for transfer approval for the agreed upon assets in conjunction with the Load Interconnection Agreement (“Exhibit C”) Gunbarrel and NCAR substations; and
   c. Application by PSCo for determination as to whether construction in PSCo retained substations is in the ordinary course or requires a CPCN.

4. PSCo and Boulder will stipulate to a case management order substantially similar to the case management order in case number 2019CV31226 providing for discovery and a phase I hearing to consider legal challenges. Any such stipulation shall not preclude the Parties from also pursuing any other pleadings or motions that they deem appropriate in the new condemnation action.

5. The lists of assets in PUC decision C19-0874 may be used by the city as the lists of assets for the distribution system outside substations in any new condemnation action, including the following specific provisions:
   a. Any future condemnation petition may be filed with the same List of Assets as in the current pending condemnation petition with additions or deletions of any assets necessary to reflect the changes in the distribution system and separation plan between the current and future condemnation cases as determined by the city from the information provided by PSCo under this Agreement.
   b. PSCo reserves the right to request to include assets that are different than the list of assets outside substations in the future condemnation petition, object to the taking of any asset not approved by the PUC, and/or to file a Cross-Petition claiming additional property interests are being taken or damaged by Boulder for which just compensation is owed.
6. PSCo reserves the right to object to any asset not on the list of assets approved by the PUC in decision C19-0874 except as otherwise provided herein.

7. Prior to filing a petition in condemnation Boulder will offer to pay PSCo for the assets to be acquired for at least the amount of a recent bone fide appraisal conducted by a mutually agreed-upon appraiser with MAI and utility valuation credentials using a mutually agreed-upon appraisal methodology that includes the assets the parties agree should be added or removed from the 2019 PUC List of Assets outside substations. The parties agree to search for a mutually agreeable appraiser for a minimum of 60 days. If the parties cannot agree upon an appraiser and appraisal methodology within 60 days, subsection (9) below shall not apply, and Boulder may select an appraiser of its choice but shall comply with subsection (8) below before proceeding to condemnation.

8. After Boulder makes an offer based on an appraisal, Boulder and PSCo will negotiate for a purchase price for no less than three months after Boulder’s offer before the filing of a petition in condemnation.

9. If Boulder makes an offer pursuant to the terms and conditions of subparagraph (7) above, PSCo agrees not to seek attorneys’ fees pursuant to C.R.S. § 38-1-122 unless the valuation award is in excess of 150% of Boulder’s offer made pursuant to the terms and conditions of subparagraph (8) above.

10. If Boulder makes an offer for the assets based on a completed appraisal by a MAI appraiser identifying the property to be acquired, and provides the appraisal report to PSCo, PSCo will not object to a subsequent condemnation action based on the requirement that Boulder has negotiated a good faith offer to acquire the assets.

11. PSCo reserves the right to request to include assets that are different than the list of assets outside substations in the future condemnation petition, object to the taking of any asset not approved by the PUC, and/or file a cross-petition asserting that Boulder would be taking or damaging additional property interests for which compensation would be owed.

12. For any capital or system improvements to the electric distribution system that would otherwise be acquired by Boulder not necessary for reliability or safety in excess of $5,000,000 made by PSCo after the 2020 Franchise effective date that are not on the current list of assets for acquisition in the pending condemnation case, PSCo will provide Boulder with the opportunity to opt out of such improvements. This section shall not apply to any improvements that have been approved by the PUC prior to the franchise effective date. Boulder may not opt out of such improvements except to the extent provided in section II.K.4(c)(2) of the Cost Agreement.

13. Boulder shall not be required to post security for detailed engineering design as provided in section IV.A.1 of the Cost Agreement unless Boulder fails to make a payment within thirty (30) days of receipt of an invoice or the estimated total for all work exceeds $5 million. If Boulder fails to make a payment PSCo can stop work in accordance with the terms of the Cost Agreement.

14. PSCo, at Boulder’s cost, will work with Boulder to complete revisions to the Separation Plan and existing distribution detailed design drawings for separation of
the distribution system necessary for changes made during the abeyance period. Completion of such revisions shall occur within six months of Boulder’s decision to exercise its right to recommence creation of a municipal electric utility if the city requests the design work is done by PSCo personnel pursuant to a cost estimate from PSCo and nine months if the city wants PSCo to competitively bid the design work.

15. The maximum purchase price for the PSCo facilities and property interests necessary for the Boulder System including interconnection at six substations as provided herein is $200 million (“Maximum Purchase Price”). Commencing January 1, 2024, the Maximum Purchase Price shall be recomputed by raising or lowering it in an amount equal to the percentage of change for the preceding year in the consumer price index (all items) of the U.S. Department of Labor, Bureau of Labor and Statistics for the statistical area which includes Boulder. The actual purchase amount may be less than the Maximum Purchase Price if the parties agree on a lower amount or a condemnation proceeding determines that the just compensation owed is less. The Maximum Purchase Price shall include acquisition costs for the list of assets outside substations approved by the PUC, going concern, if any, damages to the remainder and any agreed upon purchase of the NCAR and Gunbarrel substations as described below, PSCO contends that Boulder does not have the right to condemn substation assets and Boulder reserves the right to assert that substation assets are subject to condemnation. The Maximum Purchase Price does not include any other substation assets, expert fees, attorneys’ fees, interest or other litigation costs that may be awarded. Boulder reserves the right to contest any such award and both PSCo and Boulder reserve the right to appeal any condemnation court award or interlocutory rulings related to such proceedings. The Maximum Purchase Price does not include, nor does anything else in this Settlement Agreement include, any cap or restriction on any claim or award for stranded assets pursuant to Federal Energy Regulatory Commission Order No. 888. Boulder reserves the right to contest any claim for compensation for stranded assets and both PSCo and Boulder reserve the right to appeal any FERC rulings.

16. If requested by Boulder, PSCo will work in good faith to negotiate a partial or full requirement contract for wholesale energy and capacity with Boulder.

17. Upon the execution of this settlement agreement, Boulder and PSCo will file a joint motion to stay the FERC section 210 proceeding pending the outcome of a city vote in November 2020.

18. Connection of the Boulder load to the PSCo transmission system shall be pursuant to the Load Interconnection Agreement (Exhibit C). The Load Interconnection Agreement (LIA) provides for interconnection at the Leggett, NCAR, Sunshine, Wastewater Treatment Plant, Boulder Terminal, and Gunbarrel Substations. The existing System Impact Study and Facility Study under PSCo’s OATT will need to be updated to reflect any changes on the PSCo or Boulder Systems. PSCo shall be solely responsible for all costs associated with the restudy and for any costs associated with updating the existing detailed design drawings to reflect changes identified by the restudy. The terms of the restudy and any associated redesign work will be
substantially similar to those in the Transmission to Load Interconnection Facilities Study and Detailed Engineering Design Agreement dated April 25, 2019.

19. Boulder and PSCo agree to amend the Load Interconnection Agreement as necessary to reflect any changes in the System Impact Studies, Facilities Studies or detailed engineering design.

20. The execution date of the LIA will be contingent on, among other things, (1) the completion of the restudy work discussed in subparagraph (19) and (2) the completion of the distribution interconnection study for Boulder Terminal discussed in subparagraph (26).

21. Boulder will construct a new, Boulder-owned Leggett Substation on land adjacent to PSCo’s existing Leggett Substation currently owned by PSCo. PSCo will make modifications to the existing Leggett Substation to facilitate the interconnection of Boulder’s substation to PSCo’s. Each party will own its respective substation facilities. Boulder shall acquire the land for the facilities to be constructed by Boulder.

22. Boulder shall purchase and PSCo shall sell the electric distribution facilities, common facilities, and land at the NCAR substation. PSCo shall retain the transmission facilities associated with the NCAR substation. Boulder shall grant an access easement for PSCo transmission facilities. The total purchase price shall be three million, two hundred and forty thousand dollars ($3,240,000). The purchase price would be increased as provided for in subparagraph 29.

23. Boulder will construct a new, Boulder-owned Sunshine Substation on City-owned land adjacent to PSCo’s existing Sunshine Substation. Each party will own its respective substation facilities. PSCo shall grant an access easement in the existing PSCo substation. Boulder will acquire land adjacent to PSCo’s substation from PSCo for the City’s new substation.

24. Boulder will construct a new, Boulder-owned WWTP Substation on Boulder-owned land. PSCo will construct a new, PSCo-owned WWTP Substation adjacent to Boulder’s substation. Each party will own its respective substation facilities. PSCo shall acquire an equipment and access easement for PSCo transmission facilities.

25. PSCo will provide distribution wheeling service across the distribution facilities in Boulder Terminal Substation to the Boulder distribution system. The wheeling rate is subject to approval by the Federal Energy Regulatory Commission (FERC). Distribution wheeling is typically metered on the high side of the distribution transformers; however, a distribution interconnection study will need to be performed prior to finalizing the metering point. PSCo and Boulder will amend the Transmission to Load Interconnection Facilities Study and Detailed Engineering Design Agreement dated April 25, 2019 to include this study work and the work to develop detailed design drawings for Boulder Terminal by PSCo at Boulder’s expense. PSCo will provide distribution wheeling service at a facility-specific rate for wheeling across the three distribution transformers and switchgears in the Boulder Terminal Substation. The facility-specific rate is calculated by dividing the Revenue Requirement by the Monthly Demand. Based on 2020 data, the above formula yields a current distribution rate.
wheeling rate of $17,370.33 per month. Boulder shall have the option of selecting a variable rate based on monthly customer peak demand in lieu of the fixed monthly rate. The rate will be recalculated based on current data at the time a Distribution Wheeling Agreement (DWA) is executed and will not change for a period of 5 years from the effective date of the DWA. The terms of the DWA shall be substantially similar to those in other DWAs previously negotiated with the City and filed with FERC. The Point of Change of Ownership will be the point of attachment in the switchgear feeder breaker cubicles so that PSCo retains full ownership of all substation facilities up to the feeder attachment and Boulder would own the feeder cables and conduits from the point of attachment and exiting the Boulder Terminal Substation. To the extent Boulder plans to perform construction or maintenance work on the feeder cables or conduits within the Boulder Terminal Substation, Boulder will utilize PSCo personnel/contractors for the work at Boulder’s expense. Boulder personnel will not have access inside the Boulder Terminal Substation, except for work on the City’s RTU, as discussed below. The City will have the ability to remotely trip/close the switchgear feeder breakers. The City will install an RTU in Boulder Terminal substation, at a location acceptable to PSCo, for visibility and control of the switchgear feeder breakers. If the City’s personnel need to physically access the RTU, access will require a PSCo escort. PSCo will have the ability to (1) disable the City’s control of the switchgear feeder breakers and/or (2) trip the switchgear feeder breakers in accordance with good utility practice. Situations when PSCo may take such action include, but are not limited to: (1) load shedding as required by NERC reliability standards; (2) providing a safe work environment for PSCo personnel/contractors working within the substation; and/or (3) emergency situations for either utility. When practical, PSCo will provide the City with advance notice before disabling City’s operation of the switchgear feeder breakers, but such advance notice is not always practicable. City will provide advance notice to PSCo’s operations center prior to opening or closing any feeder breaker if such advance notice is practicable and will operate all feeder breakers consistent with good utility practice. City understands that if the distribution bus or transformer relaying trips, the switchgear feeder breakers may be locked out open. Prior to Cut-Over, Boulder and PSCo will develop a written operating procedure detailing how the City will operate the switchgear feeder breakers and how PSCo and the City will work together to address any operational issues. City and PSCo will work in good faith to develop procedures that minimize undo wear and tear on PSCo’s equipment. The terms and conditions for the interconnection facilities at Boulder Terminal are included in the Load Interconnection Agreement (“Exhibit C”).

26. Boulder shall purchase and PSCo shall sell the electric distribution facilities at Gunbarrel as shown in the Facility Study Report dated August 16, 2019 for seven million, seven hundred and twenty thousand dollars ($7,720,000), contingent on Boulder developing an outage plan for the separation to occur at the substation. The purchase price would be updated as provided for in subparagraph 29. PSCo shall retain its transmission facilities and easements associated with the Gunbarrel
substation. The City will acquire easement rights for the distribution facilities to be acquired. Tri-State Generation and Transmission Association, Inc. and Poudre Valley REA, Inc. will each retain their facilities. Design drawings for Gunbarrel, consistent with the results and conclusions of the Facility Study Report dated August 16, 2019, and consistent with the results of the updated System Impact Studies and Facilities Studies referenced in subparagraph (19) will be completed by PSCo at Boulder’s expense. PSCo and Boulder will amend the Transmission to Load Interconnection Facilities Study and Detailed Engineering Design Agreement dated April 25, 2019 to include the detailed engineering design work for Gunbarrel.

27. The purchase prices in subparagraphs (23) and (27) above and the manner in which they are calculated are non-precedential and non-binding in any future legal proceeding except for enforcement of the agreements associated with the 2020 Franchise.

28. In the event PSCo replaces any distribution facilities at the NCAR or Gunbarrel substations, the purchase price in subparagraph (23) or (27) will be increased to include the depreciated actual costs incurred by PSCo to purchase and install such facilities. However, PSCo will not add to the purchase price of the new facilities any additional amount to reflect the return on investment for such additional facilities.

29. PSCo and Boulder retain all rights, including any right to raise any defense, objection, or legal challenge in any future condemnation action, except as modified by the Settlement Agreement.

K. **Streetlights** Boulder may, at its option, purchase the streetlights from PSCo within the City of Boulder limits, by agreement from both parties and with PUC approval or condemnation, whether or not it exercises an opt-out of the franchise or municipalizes.

L. **Additional Terms** Upon signature of this settlement agreement:

1. PSCo shall not make any reportable campaign contributions to support or oppose any measure on the November 3, 2020 ballot in Boulder.
2. Boulder and PSCo will work together with respect and transparency towards their shared goals and interests. This includes establishing open and effective channels of communication regarding policy positions relating to electricity generation, transmission, or distribution in Colorado taken at the local, state, and federal levels. To the extent practical, both parties agree to provide notice to the other of those public meetings where the specific policy positions relating to electricity generation, transmission, or distribution in Colorado before the Colorado General Assembly will be discussed. When possible, the parties, through either staff, elected officials, or committee meetings, will include an opportunity to educate each other on the implications and impacts of positions taken by either party. This agreement does not apply nor extend to the efforts of either party as members of trade organizations or advocacy coalitions. The parties acknowledge that the legislative process is often swift and not conducive for the notice and consultations.
anticipated by this agreement. The failure to meet any requirement described in this paragraph does not constitute a breech or default under this Agreement.

3. To the extent requested by Boulder, PSCo will participate in Boulder’s community engagement process between the date of signature and September 4, 2020 which may alter or modify the terms of the final agreements and franchise related to the distribution partnership and grid planning and modernization.

M. General Provisions

1. **Representations and Warranties.** Each Party warrants and represents to the other Party that:
   a. Such Party has taken all necessary corporate, municipal, and legal actions, to the extent required, to duly approve the making and performance of this Agreement and the Associated Agreements;
   b. Such Party has authority to enter into this Agreement and the Associated Agreements;
   c. This Agreement has been validly executed and delivered by such Party and constitutes that Party’s valid and binding obligation, enforceable against it in accordance with the terms hereof; and
   d. Such Party has read this Agreement and fully understands all of its terms, covenants, conditions, provisions and obligations and such Party believes that this Agreement is a fair, just, and reasonable resolution of the disputes between the Parties.
   e. Boulder additionally represents and warrants that execution of this Agreement complies with Boulder Municipal Code Section 2-2-14 (Initiation and Settlement of Claims and Suits).

2. **No Admissions.** This Agreement is being entered into solely for purposes of compromise and settlement. Each of the Parties expressly denies any wrongdoing or liability whatsoever. By entering into this Agreement, no Party is admitting any liability or wrongdoing, and nothing in this Agreement shall in any way be deemed or construed to constitute an admission of wrongdoing or liability by any Party or the waiver of any defense.

3. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their employees, predecessors, successors, directors, officers, administrators, assigns, agents, principals, subsidiaries, parent and affiliate companies, trustees, representatives, insurers, attorneys, and elected officials.

4. **Execution in Counterparts.** The Parties agree that this Agreement may be executed in counterparts and that when so executed by all Parties shall constitute one agreement binding on all Parties hereto. The facsimile or other electronically transmitted copy of this Agreement shall be deemed as binding and as valid as the original signatures to this Agreement, in which case the Party so executing this Agreement shall promptly thereafter deliver its originally executed signature page (but the failure to deliver an original shall not affect the binding nature of such person’s signature).
5. **Governing Law.** The validity, construction, interpretation and administration of this Agreement shall be governed by the substantive laws of the State of Colorado.

6. **Amendment.** This Agreement shall not be modified or amended except by an instrument in writing signed by the Parties.

7. **Attorneys’ Fees and Costs.** The Parties agree that the obligations set forth in this Agreement include, and are in complete satisfaction of, any right that each Party, or any attorney employed by that Party, may have, or claim to have, to recover attorneys’ or consultant/expert fees against any other Party in connection with any matter covered by this agreement. Each Party shall bear its own costs and shall waive and not make any claims against the other for any costs, expenses, fees or any other expenditure of monies incurred in any matter related to this agreement.

8. **Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject hereof and supersedes any prior negotiations, representations or agreements, written or oral, with respect to such subject matter (none of which prior matters shall be binding upon the Parties).

9. **Party Communications.** Communications made in the negotiation or implementation of this Agreement are not intended as and will not be construed as waivers by any Party of any applicable privilege, protection, or immunity. All negotiations leading to this Agreement and all communications related thereto will be deemed to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Colorado Rules of Evidence.

10. **Savings Clause.** If any term or provision of this Agreement is held to be invalid, illegal, or contrary to public policy, such term or provision shall be modified to the extent necessary to be valid and enforceable and shall be enforced as modified; provided, however, that if no modification is possible such provision shall be deemed stricken from this Agreement. In any case, the remaining provisions of this Agreement shall not be affected thereby.

11. **Waiver of Rights.** Any waiver of either Party’s rights under this Agreement is only effective if in writing signed by the Party or its duly authorized representative, and any such waiver shall only be effective for the specific matter waived and shall not be deemed to apply to any other conduct, provision or other matter.

12. **Advice of Counsel.** The undersigned have carefully read this Agreement, fully understand it, and, upon advice of counsel, sign this Agreement as the free and voluntary acts of the undersigned. Boulder City Council has been fully advised of the terms of this Agreement and the condition that this Agreement is not effective unless the council places the Franchise Agreement on the November 3, 2020 ballot and the Boulder electorate approves the Franchise Agreement. Notwithstanding the foregoing, section L(1) of this Agreement shall be binding upon PSCo for and in advance of the November 3, 2020, election in Boulder.

13. **Arm’s Length.** This Agreement was jointly drafted and was negotiated between the Parties at arm’s length. Each Party had the opportunity to consult with independent legal counsel. Neither Party will be entitled to have any language contained in this Agreement construed against the other because of the identity of the drafter.
14. **No Third-Party Beneficiary.** This Agreement is not intended to and shall not be construed to give any third party any interest or rights with respect to this Agreement or any of the provisions contained herein, except as otherwise expressly set forth in this Agreement.

[Signature Page Follows]
PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION

________________________________
Alice K. Jackson, President

Dated: ______________________

CITY OF BOULDER

________________________________
Jane S. Brautigam, City Manager

ATTEST:

________________________________
Pam Davis
Acting City Clerk

APPROVED AS TO FORM:

________________________________ Date: ______________
City Attorney’s Office

APPROVED AS TO COMPLIANCE WITH
B.M.C. § 2-2-14:

________________________________
Thomas A. Carr,
City Attorney
ENERGY PARTNERSHIP AGREEMENT

The Franchise Agreement will require approval by the voters of Boulder. This Energy Partnership Agreement and the Settlement Agreement will be additional documents supported by the overall settlement between Xcel Energy and the City of Boulder to be effective if the voters approve the Franchise Agreement.

SECTION I
PURPOSE, INTENT

A. Purpose. The purposes of this Agreement are to:

1. Provide a framework for collaborative distribution-level planning for local projects and initiatives that support a shared vision towards energy-related emissions reductions by increasing accessibility to local renewable energy, improving resilience and reliability and designing solutions that are accessible and equitable; and

2. Memorialize the framework and process (the “partnership”) by which the City of Boulder (“Boulder”) and Xcel Energy - Colorado (“Xcel”) will work together to execute local programs, projects and initiatives and track progress towards specific energy and greenhouse gas emissions targets; and

3. Identify specific partnership options that address the gap between Xcel’s 80 percent carbon emissions reduction by 2030 and Boulder’s 2030 goal of 100 percent renewable electricity serving Boulder; and

4. Outline the process of engaging representatives from the Boulder community and Xcel in ongoing and regular dialogue.

B. Vision.

1. Boulder has long understood the importance of local climate action and has committed to rapidly transitioning to a clean energy economy and lifestyle through innovative strategies that dramatically reduce greenhouse gas emissions, enhance our community’s resilience and support a vital and equitable economy. Boulder seeks to achieve its energy and climate related goals by reducing fossil fuel demand from buildings and transportation, rapidly transitioning to an energy system and economy that is powered 100 percent by renewable clean electricity with 50 percent or more of that produced locally, and prioritizing progress towards a resilient energy system that prioritizes the most vulnerable members of the community.

2. Xcel Energy will be the preferred and trusted provider of the energy its customers need. As such, Xcel Energy wants to partner with Boulder to support the City of Boulder’s and the community’s energy vision, goals and objectives.

3. City of Boulder and Xcel Energy- Colorado will work to support and achieve each other’s vision, for the benefit of the overall City of Boulder community which includes residents and businesses. City of Boulder and Xcel Energy-
Colorado will separately and also collaboratively pursue innovations in technology that accelerate achievement of the visions described above.

4. Xcel Energy-Colorado’s ability to implement innovations rapidly may be constrained by regulatory requirements. Both parties will work toward identifying and minimizing and overcoming both external and internal barriers to the rapid implementation of agreed-upon projects.

C. Guiding Principles.

1. The goals of this Agreement are to prioritize reducing greenhouse gas emissions associated with gas and electric consumption, electrification, resilience and equality within the City of Boulder.

2. Such prioritization will necessitate working together to help Boulder add renewables in order to achieve its 100% renewables goal by 2030 to reach zero electricity sector emissions.

3. City of Boulder and Xcel Energy – Colorado will work collaboratively to advance the vision and goals of both parties by sharing information, pushing innovation, and adhering to the governance structure set forth by this partnership.

4. This partnership will strive to identify projects that meet Boulder’s goals and could be scaled and replicated where appropriate in other Colorado communities served by Xcel Energy-Colorado in the future.

5. Pursuit and execution of this Partnership, will avoid shifting costs to other Xcel Energy-Colorado customers outside of city limits, except to the extent approved, and deemed reasonable, by the PUC.

6. The parties further wish to utilize the partnership, where appropriate, to test and promote innovative technologies and strategies through partnerships with public and private-sector entities such as the University of Colorado and federal labs.

7. Both Parties agree to support efforts and collaborate when appropriate on federal and private grants and other funding models as available that help to achieve the goals and objectives set forth within this partnership agreement.

8. Boulder recognizes that Xcel is subject to a state regulatory framework when it works to advance the goals set within this partnership agreement. Both parties also recognize that Xcel Energy’s efforts must continue to support a healthy utility company. City of Boulder plans to support to the extent appropriate for its goals and Xcel Energy’s efforts for regulatory change to advance the projects.
D. **Goals.** The parties have established qualitative and quantitative goals that will guide the actions of the partnership. The parties will work together collaboratively to achieve the goals of this Agreement and as those goals change over time. Goals of the partnership include, but are not limited to:

1. City of Boulder has set forth a goal to achieve 100 percent renewable electricity by 2030;
2. Xcel Energy – Colorado has set forth a goal to achieve 80 percent carbon reduction on the electric grid by 2030 and 100 percent carbon emission reduction on the electric grid by 2050; both from 2005 levels;
3. projects agreed to pursue by both parties will be specific and measurable in achieving Boulder’s climate and energy related targets and goals;
4. City of Boulder and Xcel Energy – Colorado will work together to ensure that the normal distribution system planning work planned by Xcel Energy – Colorado includes engagement with the community and other stakeholders.
5. parties will identify local projects that support the City and Xcel Energy – Colorado’s goals related to carbon emissions, renewable energy, resilience, reliability, and equity;
6. projects, programs and or initiatives that seek to alleviate inequities among Boulder community members and create opportunities for those who are or have been underrepresented will have opportunity to participate, be heard and benefit from selected projects and programs;
7. electricity provided to Boulder customers will be safe, resilient, and reliable at fair and reasonable costs;
8. the parties will work in collaboration to create and implement programs, services, and products that meet the needs and expectations of its diverse community, including demand-side management, transportation electrification, distributed generation, storage and resilience projects; and
9. projects may be funded through a variety of sources, including, but not limited to private and public grants, industry partnerships and innovative financing mechanisms or payment.

**SECTION II**

**GOVERNANCE**

A. **Executive Team.** The Executive Team is responsible for oversight of the Partnership Agreement. This includes communication and collaboration to achieve the programs, projects, initiatives and goals set forth in this agreement. Executive Team guides to ensure that The City of Boulder’s goals are met and how best to remedy challenges either through adjustments or through execution of the opt-out provision of the Franchise Agreement. The Executive Team will meet quarterly for the first two years, then semi-annual at a minimum.

1. The Executive Team will consist of:
   a. The City of Boulder:
      i. City Manager
ii. Executive Leadership Responsible for climate and city infrastructure

b. Xcel Energy – Colorado:
   i. President of Xcel Energy – Colorado
   ii. Executive Leadership that oversees Community Relations and Customer Accounts.

B. Partnership Agreement Oversight Team. The oversight of the Distribution System Planning Projects (“DSP Projects”), Community Grid Planning Projects (“CGP Projects”), Innovative Grid Planning Projects (“IGP Projects”) and Community Programs (“CPs“) will be provided by the Partnership Agreement Oversight Team. This team shall consist of a core and consistent team of representatives from Xcel Energy- Colorado and The City of Boulder that have the expertise to evaluate the feasibility, value, and requirements of programs and projects. This oversight team will lead the process of appointing teams for projects on Attachments A and moving projects from Attachment B to Attachment A. The Project Oversight Team and Project Management Teams will review and provide guidance towards the successful implementation of initiatives and to review and prioritize new projects and programs.

1. Additionally, members of this team should have the organizational authority to authorize the implementation of programs and projects along with the ability to assign staff members. Implementation includes but is not limited to identifying the subject matter experts to support the project or program, evaluate the funding needed to implement the project or program, and authorize the project plan. This team will meet monthly unless the parties agree less frequently meets the purposes of this Agreement.

   At the core the Partnership Agreement Oversight team includes:

   a. City of Boulder
      i. Director of Climate Initiatives
      ii. Chief Sustainability and Resilience Officer
      iii. Electrical Engineer
      iv. Energy Strategy Advisor
      v. Others as determined by the City
      vi. The City Manager may select alternates to any of the above that have equivalent positions or knowledge.

   b. Xcel Energy – Colorado
      i. Manager of Local Government Affairs
      ii. Manager of Key Accounts
      iii. Distribution Project Manager
      iv. Others as determined by Xcel

   c. At the direction of the Project Oversight Team, specific Project Management Teams will be formed and made up of Subject Matter Experts (“SMEs”) and support staff from each organization involved in the project. The team will designate a lead project manager that will be responsible for the management of the project and reporting to the Project Oversight Team and the Executive
Team on the status of the project. Staff members of both parties may assign an additional SME(s) to assist with a particular approved project(s).

C. **Advisory Panel.** For purposes of ensuring that the activities being undertaken as part of this Agreement and supporting the vision, guiding principles, and goals of this agreement, the parties shall agree and establish an advisory panel, which shall include consistent designated representatives of both Xcel Energy- Colorado and the City of Boulder staff (the “Advisory Panel”) and the Boulder community, both business and residential. The makeup of the Advisory Panel shall consist of 6-15 representatives determined by City of Boulder and Xcel Energy- Colorado representing the business community, the residential community and the University of Colorado. The Advisory Panel shall determine a Charter for the Panel. The Panel shall meet quarterly at a minimum for the term of the Franchise Agreement. The advisory panel shall regularly review and discuss energy-related issues of shared importance to Xcel Energy- Colorado and the City of Boulder, including but not limited to decarbonization of The City of Boulder’s electricity supply and use energy efficiency and demand-side management programs for customers, and overall local and state-wide initiatives that are related to the goals set forth within this agreement.

**SECTION III**

**PROJECT AND PROGRAM PLANNING AND EVALUATION PROCESS**

A. **The Comprehensive Community Grid Planning and Programs Process.**

1. In order to implement the projects and programs to meet the goals and grid modernization portion of the settlement, the parties have established a Comprehensive Community Grid Planning and Programs process (“CCGPP”) for each of three components: (i) Distribution System Planning, (ii) Community Grid Planning, and (iii) Innovative Grid Planning. A fourth area, Community Programs, is established to encompass more general distribution programs that are focused on helping Boulder achieve its goals.

2. The development and adoption of each portion of the CCGPP is intended to be accomplished by a partnership between appropriate staff of both Xcel Energy- Colorado and the City of Boulder.

3. The CCGPP is to be implemented with (i) projects defined herein, (ii) projects to be developed during the term of this Agreement, (iii) programs, (iv) Xcel’s existing capital improvement program, (v) Xcel’s existing energy resource planning process, (vi) Boulder’s existing Capital Improvement Program, and (vii) Boulder’s budget process.

4. Xcel will work with Boulder to make the appropriate filings with the PUC when necessary to implement new products and services.

5. The projects approved and implemented from the CCGPP are to:

   a. result in use of energy resources to bridge the gap between Xcel Energy’s 2030 goal of an 80 percent reduction in carbon emissions
from 2005 levels, and Boulder’s 2030 goal of 100 percent renewable electricity within the City of Boulder; and
b. support the principles, priorities and goals as outlined above.

6. Programs are to recognize that the path to The City of Boulder’s goals require the beneficial electrification of transportation and buildings the CCGPP projects can and should include projects and programs that support the transition. Beneficial electrification projects, particularly when paired with renewable generation, can assist in closing the 2030 emissions gap and in meeting Boulder’s building- and transportation-sector emissions reduction goals.

7. Each project approved and implemented is to be specific, measurable, and achievable.

B. Goals, Metrics, and Criteria for Projects and Programs.

1. The parties agree that we will work off two documents, Attachment A and B, and through the Project Oversight Team will evaluate, identify, and move projects from Attachment B to Attachment A. The two documents can change, evolve, and adjust. Goals and criteria on how the listed projects should be prioritized include:

   a. Prioritized Project List – Attachment A Projects:

       Attachment A is a list of projects that The City of Boulder and Xcel Energy- Colorado has identified that could be implemented within the first five years of the partnership and will, go into 2021 planning rotations. This Prioritized Project List shall be populated from the evaluation of Attachment B (Potential Project List) projects to determine which projects meet The City of Boulder’s goals and agreed by both parties are realistic and reasonable.

   b. Potential Project List – Attachment B Projects:

       Attachment B, the Potential Project List, shall be populated from community and staff ideas and screened to include only projects for which measured progress can be made and financially and technically reasonably feasible.

2. The following metrics shall be estimated in the evaluation of each project, as applicable, and will help close the gap between Xcel’s goal of 80% emissions reduction by 2030 and Boulder’s goal of 100% renewables by 2030. Unless the parties agree on different metrics, projects shall be evaluated at least annually during implementation for:

   a. Change to building and transportation sector emission through beneficial electrification.
b. Increase in installed capacity of local renewable generation.
c. Impact on overall system and site reliability resilience.
d. Financial impact on Boulder residents and businesses

3. The partners are to identify certain individual partner activities that clearly advance the goals and purposes of this Agreement. Specific projects shall be selected as part of the Partnership. These projects shall increase emissions reductions and renewables beyond that deployed as part of:
   a. existing or proposed voluntary community projects;
   b. renewable projects to be proposed in future Xcel Energy-Colorado’s Electric Resource Plans;
   c. Boulder’s existing funding by its CAP tax or part of CMAP; and
   d. planned undergrounding - undergrounding fee settlement cannot be used for infrastructure that is required to be underground (e.g. new construction) that serves out of city customers or is part of Xcel’s capital improvement plan.

4. The projects approved must meet the following core criteria:
   a. Projects that would not happen in the absence of the Partnership.
   b. Be available to all of the relevant customers in Boulder or that are in a project’s target area without excluding members.
   c. Align with the City’s commitment to racial equity and will include pathways for community members who typically do not have the opportunity to access programs or projects.
   d. Be designed and structured to have the broadest impact to the most residences and/or businesses possible.
   e. Include targets and metrics of this Agreement and others agreed upon by the Parties.

5. Metrics for success. In order to clearly define the successes of a project ahead of time, a project Charter with specific metrics will be refined or developed on a per-project basis and agreed upon by both parties prior to approval of the project.

6. Specific to renewable energy goals, unbundled Renewable Energy Credits will not be used to meet Boulder’s goals.

SECTION IV
DATA SHARING

The parties have agreed that data sharing by Xcel Energy-Colorado is necessary to implement the terms of this Agreement and the Settlement Agreement.

Except as is prohibited through regulation, Xcel Energy will provide complete and accurate data as outlined in Attachment C attached hereto and incorporated herein. If Boulder finds any deficiencies or errors in the data provided, it shall notify Xcel Energy in writing.

Xcel
Energy will remedy any errors and provide the City corrected and any omitted information within 15 business days. Xcel Energy may request additional time if reasonably necessary to make corrections or locate information.

Xcel Energy and the City of Boulder will collaborate to address data privacy barriers that prevent complete and accurate data sharing so long as the privacy of individual customers is protected from public disclosure, which may include working with state regulators to provide interpretation and/or alteration to existing regulation.

SECTION V
FUNDING

The Parties will work together to identify and utilize both existing and new funding sources that may be available for each project. To the extent Boulder financially funds 100% of a project or pilot program which are then offered by Xcel Energy, within the 10 years of project or pilot launch, to other Colorado Xcel Energy customers, Xcel shall reimburse Boulder as necessary. Such reimbursements may be subject to PUC approval. Examples of funding opportunities to be explored include but are not limited to DSMCA, RESA, CAP Tax, Participant Investment, Tariff-based Financing, Third-Party Grant Funds, Xcel funded projects.

SECTION VI
GENERAL PROVISIONS

A. The parties may change the agreement upon the written agreement of the parties. The parties shall evaluate any necessary revisions annually.
B. This Agreement shall be effective if the voters of Boulder approve the franchise agreement at an election on November 3, 2020.
<table>
<thead>
<tr>
<th>Category</th>
<th>Project Title</th>
<th>Project Objectives / Key Outcomes</th>
<th>Potential Partners</th>
<th>Funding Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Generation and Resilient</td>
<td>Demonstrate technical viability, customer and business benefits of eliminating 120% Rule</td>
<td>100% Renewables, Local Generation, Emissions Reduction, Legislative, Regulatory</td>
<td>Neighboring Utilities, OEMs, COSSA, Utilities Commission, legislator(s)</td>
<td>No direct funding. No material need.</td>
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<tr>
<td>Infrastructure</td>
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<tr>
<td>Local Generation and Resilient</td>
<td>Chautauqua Energy Plan</td>
<td>Improve Resilience and Reliability for Chautauqua</td>
<td>Chautauqua</td>
<td>Xcel Energy Wildfire Mitigation Filing, 1% Underground Fund Other Funding needs to be explored</td>
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<tr>
<td>Infrastructure</td>
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</tr>
<tr>
<td>Microgrid demonstration and Resilience</td>
<td>Neighborhood Microgrid and Virtual Power Plant Pilot</td>
<td>Distribution System Planning, Resilience, Emissions Reduction, Innovative Customer Programs, Regulatory</td>
<td>OEMs, Research</td>
<td>Innovative Clean Tech Tariff at PUC to be explored</td>
</tr>
<tr>
<td>Transportation</td>
<td>Transit / School Bus Electrification Tariff</td>
<td>Transportation Electrification, Emissions Reduction, Regulatory</td>
<td>RTD, Via Mobility</td>
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<tr>
<td>Local Generation, Resilient</td>
<td>Hydrogen Electrolysis Pilot</td>
<td>100% Renewables, Innovative Customer Programs</td>
<td>Transportation Partners</td>
<td>Innovative Clean Tech Tariff at PUC to be explored</td>
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<tr>
<td>Infrastructure</td>
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<tr>
<td>Clean Energy Goals, RE integration,</td>
<td>Residential Demand Response Battery Pilot</td>
<td>Determine a feasible implementation strategy for storage</td>
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<tr>
<td>Resiliency</td>
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<tr>
<td>Reliability, Aesthetics</td>
<td>Undergrounding</td>
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<td>1% Undergrounding Fund</td>
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<tr>
<td>Transportation</td>
<td></td>
<td>Identification of potential fleet electrification opportunities, Identify barriers and how city and Xcel can remove barriers</td>
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<tr>
<td>Transportation</td>
<td></td>
<td>Increase EV penetration and create system to handle increasing EV penetration</td>
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<tr>
<td>Wildfire Mitigation/ Resiliency</td>
<td>Wildfire Mitigation Plans</td>
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<tr>
<td>Clean energy goals, RE integration,</td>
<td>Increase customer participation in Xcel Energy RE and DSM programs</td>
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<tr>
<td>Resiliency</td>
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<tr>
<td>Clean energy goals, energy efficiency, aesthetics</td>
<td>Streetlighting Pilot</td>
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<td>Planning Process</td>
<td>Distribution and Construction Planning Coordination</td>
<td>Coordinate Distribution Planning &amp; to minimize impacts to the community from City and Xcel projects.</td>
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<td>Process</td>
<td>Joint Trench Standard</td>
<td>Minimize impacts to the community from City, Xcel, and other utilities’ projects.</td>
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<tr>
<td>Category</td>
<td>Project Title</td>
<td>Project Objectives / Key Outcomes</td>
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<tr>
<td>Accelerate carbon footprint reduction, reliability</td>
<td>Electric Vehicles</td>
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<td>Distribution System Planning</td>
<td>Non-wires alternative project</td>
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<tr>
<td>Clean Energy Goals</td>
<td>High PV Integration/ Accelerated Solar Adoption</td>
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<tr>
<td>Futuristic Ideas</td>
<td>Broad set of goals, need to prioritize.</td>
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<tr>
<td>Grid Modernization</td>
<td>Distribution System Planning Coordination and Prioritization</td>
<td>Distribution System Planning, Performance, Reliability &amp; Aesthetics What is the definition of</td>
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<td>aesthetics or what are the expectations around this?</td>
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<tr>
<td>Grid Modernization</td>
<td></td>
<td>Improve aesthetics to neighborhood, improve system resilience</td>
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<tr>
<td>Meeting Customer Needs</td>
<td>Flexible Service Offerings</td>
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<td>Reliability Equity</td>
<td>Identify and improve reliability and resilience equity</td>
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<tr>
<td>Reliability Improvements</td>
<td>FLISR + targeted undergrounding</td>
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<tr>
<td>Research and Demonstration</td>
<td>Alpine Balsam</td>
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<tr>
<td>Research and Demonstration</td>
<td>Second-life battery storage</td>
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<tr>
<td>Research and Demonstration</td>
<td>Solar Technology Acceleration Center (SolarTAC)</td>
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<td>Research and Demonstration</td>
<td>US DOE Funding Request</td>
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<td>Resiliency, Asset Health</td>
<td>Transmission Projects</td>
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<td>Resilient Infrastructure</td>
<td>Identify key customers requiring a more resilient infrastructure</td>
<td>Create a more resilient system for key customers to benefit community in times of system strain</td>
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<td>Line No.</td>
<td>Data Name</td>
<td>To be provided by PSCo (Some data may be excluded from specific reporting items due to the application of customer data privacy rules)</td>
<td>Method of Reporting</td>
<td>Frequency</td>
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</tbody>
</table>
| 1        | System GIS Model | Static system model that includes all current distribution feeders and facilities served from Boulder Terminal, Leggett, NCAR, Niwot, and Sunshine Substations. Models shall include, but not be limited to:  
• Distribution feeder normal configurations  
• Protective devices (circuit breakers, reclosers, fuses)  
• Conductor sizes, types and section lengths  
• Conduit sizes and types  
• Pole-mount and pad-mount transformers  
• Secondary connections from distribution transformers to customer meters, including conductor size and length (for in-city customers only)  
• Peak annual demand data or energy (kWh) data. This data may be aggregated at the distribution transformers or by location. | Data set delivered to the COB designated engineer | Annually and in the event of an Opt-Out | |
| 2        | System Power Flow Model (Synergi or current software) | Copies of any updated power flow models for all substation feeders that serve load within the City of Boulder | Data set delivered to the COB designated engineer | Limited; only as updated by PSCo | |
| 3        | Substation Loading/Peak Annual Demand Data | 8760 MVA and MW data per feeder to the extent that doing so does not violate individual customer confidentiality requirements. This data will show loading on an hourly basis (kW, kVAR, current, and voltage) for each phase of each feeder. PSCo will also provide the date of PSCo Transmission system peak for each year. | Data set delivered to the COB designated engineer | Annually and in the event of an Opt-Out | |
| 4        | Solar, Renewable, and DER Resources | Detailed information on solar or other energy generation and storage on the distribution system, including “behind-the-meter” customer installations and separate, larger scale installations. Information shall include:  
• Installed capacity at the feeder/distribution transformer connection  
• Monthly peak generation and annual peak generation at the feeder/distribution connection  
• Dedicated Electric Vehicle charging station infrastructure installations | As outlined in relevant Project Charter(s) | As outlined in relevant Project Charter(s) | Specific data sharing will be defined as part of the project charters |
| 5        | Operations and Maintenance - Vegetation and Pole Testing | Routine reporting on vegetation management and pole testing. | Coordination meeting updates | Routine | |
| 6        | Operations and Maintenance Activity - Substations and Distribution System | Detailed cost and test reports for major system upgrades to the the Boulder Terminal, Gunbarrel, Leggett, NCAR, Niwot and Sunshine Substations and associated distribution feeders. | Stand-alone report | Annually and in the event of an Opt-Out | |
| 7        | Planning Documents for Upcoming Two Years | Distribution, transmission and substation planning documents showing specific plans and budgets for new facilities, upgrades, replacements and retirements for the next two years. | Stand-alone report | Bi-annually | Format to follow that specified by the PUC for distribution system planning |
| 8        | Undergrounding Planning and Prioritization | Detailed information on the locations and costs for undergrounding facilities specifically using the undergrounding portion of franchise fees. Projects performed in the prior year, including schedule and budget performance versus planning. Projects to be performed in the next year, including schedule and budget | Stand-alone report | Annually and in the event of an Opt-Out | |

### Notes:

- **Static system model**: A model that includes all current distribution feeders and facilities served from Boulder Terminal, Leggett, NCAR, Niwot, and Sunshine Substations. Models shall include, but not be limited to:
  - Distribution feeder normal configurations
  - Protective devices (circuit breakers, reclosers, fuses)
  - Conductor sizes, types and section lengths
  - Conduit sizes and types
  - Pole-mount and pad-mount transformers
  - Secondary connections from distribution transformers to customer meters, including conductor size and length (for in-city customers only)
  - Peak annual demand data or energy (kWh) data. This data may be aggregated at the distribution transformers or by location.

- **System Power Flow Model**: Copies of any updated power flow models for all substation feeders that serve load within the City of Boulder.

- **Substation Loading/Peak Annual Demand Data**: 8760 MVA and MW data per feeder to the extent that doing so does not violate individual customer confidentiality requirements. This data will show loading on an hourly basis (kW, kVAR, current, and voltage) for each phase of each feeder. PSCo will also provide the date of PSCo Transmission system peak for each year.

- **Solar, Renewable, and DER Resources**: Detailed information on solar or other energy generation and storage on the distribution system, including "behind-the-meter" customer installations and separate, larger scale installations. Information shall include:
  - Installed capacity at the feeder/distribution transformer connection
  - Monthly peak generation and annual peak generation at the feeder/distribution connection
  - Dedicated Electric Vehicle charging station infrastructure installations

- **Operations and Maintenance - Vegetation and Pole Testing**: Routine reporting on vegetation management and pole testing.

- **Operations and Maintenance Activity - Substations and Distribution System**: Detailed cost and test reports for major system upgrades to the the Boulder Terminal, Gunbarrel, Leggett, NCAR, Niwot and Sunshine Substations and associated distribution feeders.

- **Planning Documents for Upcoming Two Years**: Distribution, transmission and substation planning documents showing specific plans and budgets for new facilities, upgrades, replacements and retirements for the next two years.

- **Undergrounding Planning and Prioritization**: Detailed information on the locations and costs for undergrounding facilities specifically using the undergrounding portion of franchise fees. Projects performed in the prior year, including schedule and budget performance versus planning. Projects to be performed in the next year, including schedule and budget.
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BOULDER TERMINAL, GUNBARREL, LEGGETT, NCAR, SUNSHINE, AND WASTEWATER TREATMENT PLANT SUBSTATIONS

LOAD INTERCONNECTION AGREEMENT

BETWEEN

PUBLIC SERVICE COMPANY OF COLORADO

AND

CITY OF BOULDER, COLORADO

Dated: __________, _____

Version 0.0.0
PREAMBLE

This Load Interconnection Agreement (Agreement) Providing for Load Interconnection between Public Service Company of Colorado and the City of Boulder (“Agreement”) is made and entered into this ___ day of ____________, ____, by and between CITY OF BOULDER, a Colorado home rule city, hereinafter referred to as "City" or “Boulder”, its successors and assigns, and PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, hereinafter referred to as "Public Service," “PSCo” or “Transmission Provider”. Boulder and Public Service may be referred to individually as a “Party” or collectively as the “Parties”.

EXPLANATORY RECITALS

WHEREAS, Boulder is a home rule city that plans to operate its own municipal electric distribution utility serving customers within the City and will be engaged in generating, purchasing, distributing, and selling retail electric power, energy, and electric service within the State of Colorado; and

WHEREAS, Public Service is engaged in, among other things, the business of generating, purchasing, transmitting, distributing, and selling at retail and wholesale, electric power, energy, and electric service within the State of Colorado; and

WHEREAS, Boulder and Public Service have entered into various agreements which provide, upon occurrence of certain circumstances, that the existing distribution system serving customers in Boulder will be divided into two separate operating systems; one serving PSCo customers and the other serving Boulder customers (“Separation”); and

WHEREAS, Public Service and Boulder have entered into a Facilities Study and Detailed Design Agreement dated May 6, 2019, PSCo Service Agreement No. 522-PSCO (“F&DED Agreement”); and

WHEREAS, the studies performed under the F&DED Agreement did not evaluate the distribution wheeling interconnection at Boulder Terminal Substation; and

WHEREAS, Boulder has served PSCo with formal written notice that its Go/No Go Decision is to proceed with Municipalization (i.e. the Proceed Date has occurred); and

WHEREAS, the Parties agree to enter into this Interconnection Agreement to provide the terms and conditions for interconnection of Boulder’s facilities with Public Service’s electrical system and to define the continuing rights, responsibilities, and obligations of the Parties with respect to the use of certain of their own and the other Party’s property, assets and facilities; and
WHEREAS, the Parties desire to provide for several points of delivery and for the design, engineering, procurement, construction, ownership, operation, and maintenance of the facilities at these points of delivery; and

WHEREAS, this Agreement shall be the valid, binding obligation of each Party upon acceptance of the Federal Energy Regulatory Commission (“FERC”), subject to the satisfaction of the conditions precedent set forth in Section XX of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties incorporate the above Recitals into this Agreement, and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 “Affiliate” shall have the meaning set forth in Section 1.1 of the Tariff.
1.2 “Applicable Law” shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.
1.3 “Boulder System” shall mean the electric distribution system to be created, including existing facilities and new construction, which will serve Boulder customers within the Boulder city limits separate from the PSCo Distribution System Public Service will use to serve its customers after the Cut-Over Date.
1.4 “Business Day” shall mean Monday through Friday, excluding U.S. federal holidays that fall on those days.
1.5 “Cut-Over Date” shall mean the date when the separation of the Boulder System from the PSCo Distribution System is complete, so that (1) PSCo’s Distribution System has equivalent or better safety, reliability and effectiveness as it did prior to the commencement of Separation activities, (2) the PSCo Distribution System and the Boulder System can each be operated separately from the other, and (3) Boulder is willing and able to begin serving all of its customers.
1.6 “EEE” shall mean the Electrical Equipment Enclosure on the substation property.
1.7 “Effective Date” shall have the meaning set forth in Section 3.1.
1.8 “Emergency” shall mean a condition or situation that in the reasonable good faith determination by the Party affected by such emergency and based on Good Utility Practice, contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property or the environment.
1.9 “FERC” or “Commission” shall mean the Federal Energy Regulatory Commission or its successor.
1.10 “Financing Party” shall have the meaning set forth in Section 18.1(c).
1.11 “Force Majeure” shall have the meaning set forth in Section 1.1 and Article 16 of the Tariff.
1.12 “Forced Outage” shall mean taking Boulder’s System, PSCo’s Distribution System or the transmission system, in whole or in part, out of service by reason of an Emergency or Network Security condition, unanticipated failure or other cause beyond the reasonable control of either Party, when such removal from service was not scheduled in accordance with Section 8.2.

1.13 “Go/No Go Decision” shall mean the pre-Separation decision by the City to move forward with Municipalization, and after the City otherwise has sufficient information, in its sole discretion, including cost information, to decide whether to move forward with Municipalization; and, if the City decides Municipalization should move forward, the term "Go/No Go Decision" also includes all necessary decisions by Boulder voters.

1.14 “Good Utility Practice” shall have the meaning set forth in Section 1.1 of the Tariff.

1.15 “Governmental Authority” shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services that they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Transmission Provider or any Affiliate of Boulder or PSCo.

1.16 “Hazardous Materials” shall have the meaning set forth in Section 1.1 of the Tariff.

1.17 “Indemnified Party” shall have the meaning set forth in Section 17.2.

1.18 “Indemnifying Party” shall have the meaning set forth in Section 17.2.

1.19 “Interconnection Guidelines” shall mean Xcel Energy’s Interconnection Guidelines For Transmission Interconnected Customer Loads, as they may be revised from time to time by Transmission Provider and posted on Transmission Provider’s website (www.xcelenergy.com).

1.20 “Interconnection Service” shall mean the service Transmission Provider will provide to Boulder to interconnect Boulder’s facilities to PSCo’s electric system (such facilities being described more fully in Attachments) and the ongoing operations and maintenance of such facilities.

1.21 “Municipalization” shall mean all activities required for Boulder to own and operate the Boulder System separately from the PSCo Distribution System.

1.22 “NERC” shall mean the North American Electric Reliability Corporation or its successor organization.

1.23 “Planned Outage” shall mean action by (a) Boulder to take its equipment, facilities or systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 8.2, or (b) Transmission Provider to take its equipment, facilities and systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 8.2.

1.24 “Point of Change of Ownership” shall mean the physical point or points at which Boulder’s facilities interconnect with PSCo’s facilities, as depicted in Attachments A-1, B-1, C-1, D-1, E-1 and F-1.

1.25 “Proceed Date” shall mean the date the City provides notice to PSCo that the City’s Go/No-Go Decision is to proceed with Municipalization.
“Protection System” shall mean (1) for purposes of Reliability Standard Compliance Responsibility: (a) protective relays which respond to electrical quantities, (b) communications systems necessary for correct operation of protective functions, (c) voltage and current sensing devices providing inputs to protective relays, (d) station dc supply associated with protective functions (including station batteries, battery chargers, and non-battery-based dc supply) and (e) control circuitry associated with protective functions through the trip coil(s) of the circuit breakers or other interrupting devices and (2) for purposes other than Reliability Standard Compliance Responsibility: (a) protective relays which respond to electrical quantities and (b) communications systems necessary for correct operation of protective functions, where the term “Reliability Standard Compliance Responsibility” means the column titled “Reliability Standard Compliance Responsibility set forth in the Ownership, Construction, Operating, and Cost Responsibility Table for each substation attached hereto as Attachments XX through XX.

“PSCo Distribution System” shall mean the electric distribution system to be created, including existing facilities and new construction, that will serve PSCo customers, separate from the Boulder System.

“Reasonable Efforts” shall mean, with respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

“Reliability Standards” shall mean mandatory reliability standards adopted by NERC or WECC and approved by FERC, as amended from time to time, applicable to the facilities owned, and/or operated by Boulder and Transmission Provider, respectively.

“SCADA” shall have the meaning set forth in Section 7.8.

“Separation” shall mean the creation of the Boulder System and the PSCo Distribution System.

“Settlement Agreement” shall mean the Settlement Agreement between the parties dated August ___, 2020, which became effective by the decision of the voters of Boulder on November 3, 2020.

“Tariff” or “OATT” shall mean the Xcel Energy Operating Companies Open Access Transmission Tariff on file with FERC, as amended from time to time.

“Term” shall mean the period of time during which this Interconnection Agreement shall remain in force and effect.

ARTICLE 2
SCOPE AND OBLIGATIONS OF PARTIES

2.1 This Load Interconnection Agreement sets forth the terms and conditions of Interconnection Service provided by Transmission Provider to Boulder. Although the Transmission Provider intends this Interconnection Agreement to be a service agreement under the Tariff, the establishment of Interconnection Service under this Interconnection Agreement does not in itself entitle Boulder to receive any services under the Tariff other than the Interconnection Service, as provided for herein. Any other services that Boulder may require, such as transmission service, must be separately arranged under the Tariff in accordance with the terms and conditions of such tariff, and paid for by Boulder or other user of such services.
Boulder is responsible for making arrangements for the power supply of its load requirements and delivery of capacity and energy to its system. The establishment of an interconnection under this Interconnection Agreement does not in itself entitle Boulder to obtain any services from the Transmission Provider that may be subject to the jurisdiction of FERC, or the State Regulatory Commission; Boulder must arrange for any such services in accordance with the applicable provider’s tariff or service requirements.

2.2 The Parties have established conceptual designs for the separation of facilities, new facilities, equipment, and access easement locations within the Gunbarrel, NCAR, Leggett, Sunshine and Wastewater Treatment Plant (“WWTP”) substations for the respective facilities as depicted in the conceptual General Arrangements and Single Line diagrams attached to this agreement as Attachments XX through XXX and incorporated herein by this reference. The designs were completed based on the results of the System Impact and Facilities Studies and updates to the studies may require updates to the designs. To the extent the existing designs for PSCo-owned facilities require updates due to changes to the Separation as provided in the Settlement Agreement, PSCo will cover the costs of updating the existing designs. Detailed engineering design drawings for Boulder Terminal and Gunbarrel will be developed as described in the Settlement Agreement.

2.3 The Facilities Studies and System Impact Studies completed prior to execution of this Agreement may need to be updated as described in the Settlement Agreement.

2.4 The Parties will make Reasonable Efforts to coordinate activities performed in the execution of their respective responsibilities in order to provide for efficient and timely completion of the design.

2.5 Public Service shall provide Load Interconnection Service to the City as provided herein. The Interconnection Service will commence on the Cut-Over date, provided Boulder meets the obligations provided for in this Agreement.

2.6 Ownership, Construction, Operation and Cost Responsibilities are as detailed in Attachments A-3, B-3, C-3, D-3, E-3 and F-3 attached to this Agreement and incorporated herein by this reference.

2.7 Each Party shall have the right to have an authorized representative inspect the facilities of the other party at any time during construction. Appropriate advance notification of any inspection activities shall be provided.

2.8 The Parties will coordinate efforts in the execution of their respective responsibilities in order to provide for efficient and timely completion of the design, construction work, and obtaining required permits detailed in this Agreement.
2.9 No Party will begin construction on its respective facilities at, or related to its respective facilities, until (1) the conditions set forth in Section 3 have been satisfied, (2) all necessary federal, state, and local permits and regulatory filings/approvals required to initiate construction have been secured, and (3) the Parties have agreed to a construction schedule. Permits or regulatory filings or approval necessary for project completion shall be secured or filed before the Cut-Over Date.

2.10 This Agreement does not authorize the City to export power or constitute an agreement to purchase or wheel the City’s capacity or energy. Such purchasing or wheeling services that the City may require from PSCo, or others, are provided under separate agreements.

2.11 This Agreement does not constitute a request for, or the provision of, any transmission service or any local distribution delivery service. Distribution delivery service is being provided for under the terms and conditions of the DWA. Transmission service on the PSCo transmission system shall be arranged pursuant to the OATT.

2.12 Boulder Terminal Substation
(a) PSCo will design and construct modifications to the Boulder Terminal Substation to provide for the interconnection of Boulder load to PSCo’s electric system, as shown in the Boulder Terminal General Arrangement and One-line Diagram attached to this Agreement as Attachments A-1 and A-2.

(b) It is anticipated that no permits will be required for the modifications; however, to the extent permits are required, Boulder shall be responsible for all permitting in compliance with all state and federal environmental laws and regulations.

(c) The Point of Change of Ownership will be as shown in Attachment A-1.

(d) The responsibilities for construction, ownership, operations, maintenance, and replacement of any facilities at Boulder Terminal Substation will be as described in the Ownership, Construction, Operating and Cost Responsibility Table attached to this Agreement as Attachment A-3.

(e) There will be no change in property interests as a result of the work at Boulder Terminal Substation.

(f) Boulder and PSCo will enter into a Distribution Wheeling Agreement (“DWA”) for distribution wheeling service to commence as of the Cut-Over Date, which sets forth the terms, rates, and conditions under which PSCo will make available firm point-to-point service on the Boulder Terminal distribution facilities for the purpose of providing wheeling
service for energy delivered from the transmission facilities owned and operated by PSCo to the Boulder System at Boulder Terminal Substation.

2.13 Gunbarrel Substation
(a) PSCo will design and construct modifications to the Gunbarrel Substation as shown in the Gunbarrel General Arrangement and One-line Diagram attached to this Agreement as Attachments B-1 and B-2. The modifications will include a new EEE which will allow for the relocation of PSCo’s protection, control and SCADA equipment from the existing EEE to the new EEE.

(b) PSCo shall coordinate with Tri-State Generation and Transmission Association (“Tri-State”) to design modifications necessary to relocate any Tri-State protection and control system connections to PSCo’s new EEE.

(c) Boulder shall be responsible for all permitting in compliance with all state and federal environmental laws and regulations. All other responsibilities shall be as provided for in Attachment B-3.

(d) The Point of Change of Ownership will be as shown in Attachment B-1.

(e) The property interests shall be as shown in Attachment B-4.

2.14 Leggett Substation
(a) The City will design, construct, operate and maintain a new Boulder Leggett Substation adjacent to the existing PSCo Leggett Substation. PSCo will design, construct, operate and maintain an expansion of the existing PSCo Leggett Substation on land owned by PSCo in order to interconnect the new Boulder Leggett Substation to PSCo’s electric system as shown in the Leggett General Arrangement and One-line Diagram attached to this Agreement as Attachments C-1 and C-2.

(b) For both the Boulder Leggett Substation (including the City’s 13 kV distribution feeders exiting the substation) and the expanded PSCo Leggett Substation, Boulder shall be responsible for all permitting in compliance with all state and federal environmental laws and regulations. Responsibilities for geotech, grading, drainage and constructing of common facilities shall be as provided in Attachment C-3. Each Party will be responsible for the siting of facilities at their respective substation sites.
(c) The new Boulder Leggett Substation will be constructed by the City on real property to be acquired by the City from PSCo adjacent to PSCo’s expansion of the existing PSCo Leggett Substation. A common fence will be constructed inside or on the property line of the PSCo Leggett Substation to separate the Boulder Leggett Substation from the PSCo Leggett Substation. There will be a single ground grid for both the existing and new equipment in the PSCo Leggett Substation and the Boulder Leggett Substation. The Point of Change of Ownership will be as shown in Attachment C-1.

(d) The responsibilities for construction, ownership, operations, maintenance, and replacement of the expansion of the PSCo Leggett Substation and the Boulder Leggett Substation will be as described in the Ownership, Construction, Operating and Cost Responsibility Table attached to this Agreement as Attachment C-3.

(e) The property interests shall be as shown in Attachment C-4.

2.15 NCAR Substation

(a) The City will design and construct modifications to the existing NCAR Substation and operate and maintain the NCAR Substation once ownership is transferred pursuant to the Settlement Agreement. PSCo will design and construct modifications to the transmission facilities serving NCAR Substation and operate, maintain and own the transmission facilities serving NCAR Substation as shown in the NCAR General Arrangement and One-Line Diagram attached to this Agreement as Attachments D-1 and D-2.

(b) For all the modifications to the NCAR Substation included in the scope of this Agreement, Boulder shall be responsible for all permitting in compliance with all state and federal environmental laws and regulations. For the modifications to the NCAR Substation transmission facilities, Boulder shall be responsible for all permitting only for those modifications made as part of the Separation.

(c) As part of a purchase agreement, Boulder will own the real property for the NCAR Substation. PSCo will acquire an access and equipment easement from the City for PSCo’s facilities. The Point of Change of Ownership will be as shown in Attachment D-1.

(d) The responsibilities for construction, ownership, operations, maintenance, and replacement of the NCAR Substation and any modifications to the NCAR Substation will be as described in the Ownership, Construction, Operating and Cost Responsibility Table attached to this Agreement as Attachment D-3.

(e) The property interests shall be as shown in Attachment D-4.
2.16 Sunshine Substation

(a) The City will design, construct, operate and maintain a new Boulder Sunshine Substation adjacent to the existing PSCo Sunshine Substation. PSCo will design, construct, operate and maintain modifications to the existing PSCo Sunshine Substation in order to interconnect the new Boulder Sunshine Substation to PSCo’s electric system as shown in the Sunshine General Arrangement and One-line Diagram attached to this Agreement as Attachments E-1 and E-2.

(b) For both the Boulder Sunshine Substation (including the City’s 13 kV distribution feeders existing the substation) and, to the extent necessary, the PSCo Sunshine Substation, Boulder shall be responsible for all permitting in compliance with all state and federal environmental laws and regulations. Each Party will be responsible for the siting of facilities at their respective substation sites.

(c) The new Boulder Sunshine Substation will be constructed by the City on real property owned by the City. PSCo will continue to own the land for the existing PSCo Sunshine Substation. A portion of the existing PSCo Sunshine Substation fence will become a common fence between the two substations. PSCo will retain the existing PSCo Sunshine Substation and all facilities located therein, including the common fence. The ground grid between the two substations will be tied together. The two substations will be electrically tied by new bus work over the common fence. The Point of Change of Ownership will be as shown in Attachment E-1XX.

(d) The responsibilities for construction, ownership, operations, maintenance, and replacement of the new Boulder Sunshine Substation and any modifications to the existing PSCo Sunshine Substation will be as described in the Ownership, Construction, Operating and Cost Responsibility Table attached to this Agreement as Attachment E-3.

(e) The property interests shall be as shown in Attachment E-4.

2.17 Wastewater Treatment Plant (“WWTP”) Substation

(a) The City will design, construct, operate and maintain a new Boulder WWTP Substation at the City’s Wastewater Treatment Plant Site on real property already owned by the City. PSCo will design, construct, operate and maintain a new 230 kV PSCo WWTP Substation adjacent to the Boulder WWTP Substation and intercepting the Leggett to Niwot transmission line in order to interconnect the new Boulder WWTP Substation to PSCo’s electric system as shown in the WWTP General Arrangement and One-line Diagram attached to this Agreement as Attachments F-1 and F-2XXX.

(b) For both the Boulder WWTP Substation (including the City’s 13 kV distribution feeders existing the substation) and PSCo WWTP Substation (including PSCo’s transmission line drops), Boulder shall be responsible for all permitting and siting in
compliance with all state and federal environmental laws and regulations, and the responsibilities for geotech, grading, drainage and constructing of common facilities shall be as provided for in Attachment F-3.

(c) The Boulder WWTP Substation will be physically separated from the PSCo WWTP Substation by a common fence. There will be a single ground grid for both the Boulder WWTP Substation and the PSCo WWTP Substation. The Point of Change of Ownership will be as shown in Attachment F-1.

(d) The responsibilities for construction, ownership, operations, maintenance, and replacement of the new Boulder WWTP Substation and the new PSCo WWTP Substation will be as described in the Ownership, Construction, Operating and Cost Responsibility Table attached to this Agreement as Attachment F-3.

(e) The property interests shall be as shown in Attachment F-4.

ARTICLE 3
EFFECTIVE DATE AND TERM

3.1 Term and Filing. The Effective Date of this Interconnection Agreement shall be the effective date granted by FERC at the time that FERC accepts or approves this Agreement. This agreement will be executed and filed after (1) the Proceed Date has occurred, and (2) Boulder requests Transmission Service and signs a Network Integrated Transmission Service Agreement and a Network Operating Agreement with PSCo for Transmission Service to the Boulder Terminal, Gunbarrel, Leggett, NCAR, Sunshine, and WWTP Substations. PSCo will request that FERC grants an effective date 60 days after filing.

Unless terminated earlier in accordance with Section 3.2 below, this Interconnection Agreement shall remain in effect for an initial period of ten (10) years from the Approved Date ("Initial Period"), and from year to year thereafter, but shall be subject to termination by either Party at the end of the Initial Period or on any anniversary date thereof by such Party giving written notice of its intention to terminate not less than twelve (12) months prior to the end of the Initial Period and/or anniversary date.

In the event either Party provides notice of termination of this Interconnection Agreement under this Section 3.1, and Boulder still requires interconnection service to serve loads on the Boulder System, the Parties shall use commercially Reasonable Efforts to negotiate a replacement interconnection agreement. If Boulder no longer requires interconnection service, upon termination of this Interconnection Agreement, Transmission Provider may, at its sole discretion and at Boulder’s expense, permanently disconnect or remove the PSCo facilities, provided such expense is just and reasonable and not unduly discriminatory.

3.2 Early Termination. Notwithstanding the term specified in Section 3.1, this Interconnection Agreement may be terminated early in the following circumstances: (a) by mutual agreement among the Parties; or (b) by either Party in the event of any
material breach of this Interconnection Agreement by the other Party, provided, such termination shall be subject to FERC approval as set forth in Section 18.3 of this Interconnection Agreement.

The Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising out of an early termination under this Section 3.2. In the event of a Dispute regarding the early termination fee, either Party may request dispute resolution pursuant to the procedures in Article 20.

3.3 Survival. Certain provisions of this Interconnection Agreement shall continue in effect after termination of this Interconnection Agreement to give full effect to its terms. Such provisions include, but are not necessarily limited to, those relating to early termination, Boulder’s payment for installation, operation, and maintenance of PSCo’s facilities, and, as applicable, to provide for disconnection of Boulder’s facilities from PSCo’s electric system, final billings and adjustments related to the period prior to termination, and a Party’s right to terminate, indemnification, and payment of any money due and owing to either Party pursuant to this Interconnection Agreement.

ARTICLE 4
CONTROL & POSSESSION OF THE PARTIES’ SYSTEMS

4.1 This Agreement applies only to those facilities specifically described herein; each Party shall retain possession and control of its respective interconnected system and this Agreement shall not be construed as providing any rights or controls beyond those specified and agreed to herein.

4.2 The PSCo-owned substations covered by this Agreement shall be operated by Public Service pursuant to its operating procedures. The Boulder-owned substations covered by this Agreement shall be operated by Boulder pursuant to its operating procedures.

4.3 The 115kV or 230kV transmission line gang operated switches, bus and breakers will be Public Service’s Network Facilities (as defined in the Tariff). Boulder’s equipment will not be considered Public Service Network Facilities.

ARTICLE 5
ATTACHMENTS

5.1 The attachments referenced herein as summarized below, attached hereto and made a part hereof, represent the General Arrangements, Single Line Diagrams and Ownership, Construction, Operating and Cost Responsibility Tables from the
Facilities Study that have been completed for the Gunbarrel, Leggett, NCAR, Sunshine and WWTP Substations and the Ownership, Construction, Operating and Cost Responsibility Table for Boulder Terminal. The attachments shall be in force and effect unless superseded by subsequent Attachments XX through XX approved by the Parties as provided herein.

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<td>Boulder Terminal Interconnection Responsibility Table</td>
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<td>E-4</td>
<td>Sunshine Substation Property Interests</td>
</tr>
<tr>
<td>F-1</td>
<td>WWTP Substation Interconnection General Arrangement</td>
</tr>
<tr>
<td>F-2</td>
<td>WWTP Substation Interconnection One-Line Diagram</td>
</tr>
<tr>
<td>F-3</td>
<td>WWTP Substation Interconnection Responsibility Table</td>
</tr>
<tr>
<td>F-4</td>
<td>WWTP Substation Property Interests</td>
</tr>
</tbody>
</table>
ARTICLE 6
FUTURE AGREEMENTS

6.1 This Agreement shall serve as the COM and Interconnection Agreement contemplated in the F&DED Agreement and shall supersede any conflicting provisions of the F&DED Agreement.

ARTICLE 7
OWNERSHIP, CONSTRUCTION, OPERATION AND MAINTENANCE

7.1 Summary Description. Attachments C-1 through C-6, which are attached hereto and made a part hereof, provide a description of Boulder's electrical facilities and PSCo's electrical facilities.

7.2 Boulder’s Facilities. Boulder shall at Boulder’s sole expense design, construct, operate, maintain and own in accordance with Applicable Law, rules and regulations, the Tariff, and Good Utility Practice, the Boulder facilities as described in Attachments C-1, C-2, and C-3. Furthermore, Boulder shall operate the Boulder facilities in a manner that protects PSCo’s electric system and PSCo’s electric facilities from transients, faults, and other operating conditions occurring at or caused by Boulder including any effects on PSCo’s electric system arising from the presence of distributed energy resources on the Boulder System.

7.3 PSCo’s Facilities. PSCo shall design, construct, operate, maintain, and own in accordance with Applicable Law, rules and regulations, the Tariff, Good Utility Practice and the Interconnection Guidelines, the PSCo facilities shown on Attachments C-1, C-2, and C-3, and shall operate such facilities in a manner that protects the Boulder System, including Boulder’s facilities, from transients, faults, and other operating conditions occurring at or caused by PSCo including any effects on Boulder’s electric system arising from the presence of distributed energy resources on the PSCo electric system.

7.4 Modifications to Facilities. Either Party may undertake modifications to its respective facilities which shall be designed, constructed and operated in accordance with this Interconnection Agreement and Good Utility Practice; provided however, if either Party proposes to make any change or modification to the configuration or operation of its facilities which may impact the facilities or system of the other, the Party proposing the change shall provide sufficient notice and information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to the commencement of any work, and the Parties shall negotiate, in good faith, an amendment to this Interconnection Agreement as may be necessary to address the proposed change.

(a) Information provided under this Agreement may be designated by a Party to be Confidential Information hereunder, including, but not be limited to, information concerning the timing of such modification and how such modifications are expected to impact the other Party’s system. Unless a shorter period of time is appropriate for a Party to respond to an Emergency, or comply with Reliability Standards or Applicable Law, the Party desiring to perform such work shall provide the relevant drawings, plans and
specifications to the other Party at least ninety (90) days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

(b) In the event the Parties are unable to agree to appropriate amendments or modifications to this Interconnection Agreement pursuant to Section 21, PSCo will unilaterally file, on a timely basis, with FERC an amendment to this Interconnection Agreement.

(c) To the extent a Party modifies its facilities that Party shall be responsible for the costs of any additions, modifications or replacements that may be necessary to maintain or upgrade its facilities consistent with Applicable Law, rules and regulations, the Tariff, Good Utility Practice, and the Interconnection Guidelines. Each Party shall own any modifications to its facilities.

7.5 Ownership of Facilities. Ownership of facilities is set forth in Attachments C-1, through C-6.

7.6 Reliability Standards. Boulder shall be responsible for compliance with all Reliability Standards applicable to the Boulder System; and PSCo shall be responsible for compliance with all Reliability Standards applicable to PSCo’s electrical system. Each Party shall be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance. The Parties agree to share data or documentation as may be required to demonstrate compliance with Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

7.7 Interconnection Guidelines. The Interconnection Guidelines provide additional and more detailed standards for designing, testing, studying, constructing, operating, maintaining and interconnecting at the point of interconnection. Transmission Provider shall develop or promulgate the Interconnection Guidelines, including any updates, changes or modifications thereto, in accordance with Good Utility Practice. The Interconnection Guidelines include, among other things, power factor requirements, supervisory control and data acquisition (“SCADA”) equipment requirements, and metering requirements. Boulder will comply with the Interconnection Guidelines for the interconnections at Gunbarrel, Leggett, NCAR, Sunshine and WWTP. Boulder will also comply with the Interconnection Guidelines for the interconnection at Boulder Terminal to the extent the requirements in the Interconnection Guidelines apply.

In the event of a conflict between the Interconnection Guidelines and FERC rules, the Tariff or applicable Reliability Standards, the FERC rules, Tariff or Reliability Standards control.

7.8 Access. Appropriate representatives of each Party shall at all reasonable times; including weekends and nights, and with three (3) Business Days prior notice, have access to the other Party’s facilities, to take readings and to perform all inspections, maintenance, service, and operational reviews as may be necessary to facilitate the performance of this Interconnection Agreement.
While on the other Party’s premises, each Party’s representatives shall announce their presence and observe such safety precautions as may be required and shall conduct themselves in a manner that will not interfere with the other Party’s operations.

7.9 Transfer of Control or Sale of Facilities. In any sale or transfer of control of either PSCo’s or Boulder’s facilities, the transferring Party shall as a condition of such sale or transfer require the acquiring party or transferee with respect to the transferred facilities either to assume the obligations of the transferring Party to this Agreement with respect to this Interconnection Agreement or to enter into an agreement with the non-transferring Party to this Agreement imposing on the acquiring party or transferee the same obligations applicable to the transferring Party of this Agreement pursuant to this Section 7.9.

ARTICLE 8
OUTAGES AND COORDINATION

8.1 Disconnection.

(a) Except when there is an Emergency, Forced Outage, Force Majeure and/or to comply with Applicable Law, including Reliability Standards, the Parties shall reasonably consult each other prior to disconnecting facilities.

(b) If at any time, either Party observes any Protection System facilities which appear to have been changed, or failed, that Party shall have the right, if it determines that such change or failure may have a material adverse impact on the safety or reliability of its electric system consistent with Good Utility Practice, to disconnect the other Party’s System from its System, provided it first provides commercially reasonable notice to the other Party.

8.2 Outages. In accordance with Good Utility Practice, each Party may, in close cooperation with the other, remove from service its system elements that may impact the other Party’s system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, the Party scheduling a removal of a system element from service will use good faith efforts to schedule such removal on a date mutually acceptable to both Parties, in accordance with Good Utility Practice.

In the event of a Forced Outage of a system element of Boulder’s electric system adversely affecting PSCo’s facilities or electric system, Boulder will use Good Utility Practice to promptly restore that system element to service. In the event of a Forced Outage of a system element of PSCo’s electric system adversely affecting the Boulder System, PSCo will use Good Utility Practice to promptly restore that system element to service.

In the event of a Planned Outage of a system element of the Boulder System adversely affecting PSCo’s facilities or electric system, Boulder will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its
schedule for the work that necessitated the Planned Outage. In the event of a Planned Outage of a system element of PSCo’s electric system adversely affecting Boulder’s System, PSCo will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the Planned Outage.

8.3 Outage Reporting. The Parties shall comply with all current Transmission Provider reporting requirements, as they may be revised from time to time, and as they apply to Boulder or Transmission Provider. When a Forced Outage occurs that affects Boulder’s facilities or impacts the Boulder System such that there is an adverse impact to PSCo’s facilities or electric system Boulder shall notify the PSCo Control Center of the existence, nature, and expected duration of the Forced Outage as soon as practical, but in no event later than one (1) hour after the Forced Outage occurs. Boulder shall immediately inform the PSCo Control Center of changes in the expected duration of the Forced Outage unless relieved of this obligation by the PSCo Control Center for the duration of each Forced Outage. When a Forced Outage occurs that affects PSCo’s facilities or impacts PSCo’s electric system such that there is an adverse impact to Boulder’s facilities or the Boulder System, PSCo shall notify Boulder of the existence, nature, and expected duration of the Forced Outage as soon as practical.

8.4 Switching and Tagging Rules. The Parties shall abide by their respective switching and tagging rules for obtaining clearances for work or for switching operations on equipment. PSCo shall notify Boulder of PSCo’s switching and tagging rules, and provide periodic updates of such rules as they may change from time to time. Boulder shall establish switching and tagging rules for the Boulder System, and shall provide such rules to PSCo.

8.5 Coordination of Operations. If a Party’s facilities are subject to Public Service’s functional control, the Parties will coordinate with the applicable functional directives from Public Service.

In all other circumstances:

(a) Electrical system operation shall be coordinated between Boulder and Transmission Provider, including the coordination of equipment outages, voltage levels, real and reactive power flow monitoring, and switching operations, which affect the PSCo electric system, as required by the Tariff and this Interconnection Agreement.

(b) If either Boulder or Transmission Provider operations are causing a condition on the interconnected electrical network where line loadings, equipment loadings, voltage levels or reactive flow significantly deviate from normal operating limits or can be expected to exceed emergency limits following a contingency, and reliability of the bulk power supply is threatened the Transmission Provider shall take immediate steps and make Reasonable Efforts to relieve, correct or control the condition. These steps include notifying other affected electric utility systems, as applicable, adjusting generation, changing schedules, initiating load relief
measures, and taking such other reasonable action as may be required. Electrical equipment is to be operated within its normal rating established by the owning Party except for temporary conditions after a contingency has occurred.

(c) If either Boulder or Transmission Provider changes the normal operation of its system at the Point of Change in Ownership, the Parties shall consider any resulting benefits or adverse impacts to the reliability or transfer capability of the interconnected network for purposes of determining any applicable adjustments to the Parties’ respective system usage rights and responsibilities.

(d) Each Party shall notify the Other as soon as practicable whenever:

(1) Problems with a Parties’ facilities are detected that could result in mis-operation of interconnection protection or other interconnection equipment;

(2) The interconnection is opened by protective relay action;

(3) Interconnection equipment problems occur and result in an outage to a portion of either Party’s electric system;

(4) A Party intends to initiate switching to close the interconnection; or,

(5) A Party intends to initiate switching to open the interconnection.

8.6 Emergency. In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

(a) In the event Boulder has identified an Emergency involving the PSCo’s facilities, Boulder shall obtain the consent of PSCo personnel prior to manually performing any switching operations unless immediate action is essential to protecting the safety of individuals or against extreme damage to property.

(b) PSCo may, consistent with Good Utility Practice, take whatever actions or inactions with regard to PSCo’s facilities PSCo deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the PSCo’s electric system, including PSCo’s facilities; (3) limit or prevent damage; and (4) expedite restoration of service. PSCo shall use Reasonable Efforts to minimize the effect of such actions or inactions on Boulder’s facilities.

(c) Boulder may, consistent with Good Utility Practice, take whatever actions or inactions with regard to Boulder’s facilities Boulder deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the
Boulder facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Boulder shall use Reasonable Efforts to minimize the effect of such actions or inactions on PSCo’s electric system.

(d) PSCo shall provide Boulder with prompt oral or electronic notification under the circumstances of an Emergency that may reasonably be expected to affect Boulder’s operations, to the extent PSCo is aware of the Emergency. Boulder shall provide PSCo with prompt oral or electronic notification under the circumstances of an Emergency which may reasonably be expected to affect PSCo’s electric system, to the extent Boulder is aware of the Emergency. To the extent the Party becoming aware of an Emergency is aware of the facts of the Emergency, such oral or electronic notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken.

(e) To the extent a system Emergency exists on PSCo’s electric system, and PSCo or Reliability Coordinator determines it is necessary for PSCo and Boulder to shed load, the Parties shall shed load in accordance with the Tariff.

ARTICLE 9
SAFETY

9.1 Safety Standards. The Parties agree that all work performed under this Interconnection Agreement shall be performed in accordance with all Applicable Law, regulations, rules, standards, practices and procedures pertaining to the safety of persons or property and in accordance with Good Utility Practice. To the extent a Party performs work on the other Party’s premises, the Party performing work shall also abide by the safety, or other access rules applicable to those premises.

9.2 Each Party shall be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

ARTICLE 10
ENVIRONMENTAL CONSIDERATIONS

10.1 Environmental Considerations. Each Party will remain responsible for compliance with any and all environmental laws applicable to its own respective property, facilities, and operations. Each Party shall promptly notify the other Party upon discovering any release of any hazardous substance by a Party on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party and shall promptly furnish to the other Party copies of any reports filed with any governmental agencies addressing such events.

The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or for the release of any hazardous substances which may migrate to, or adversely impact the property, facilities or operations of, the other Party shall be
responsible for the reasonable cost of performing any and all remediation or abatement activity and submitting all reports or filings required by environmental laws. Advance written notification (except in emergency situations, in which verbal, followed by written notification, shall be provided as soon as practicable) shall be provided by any Party performing any remediation or abatement activity on the property or facilities of the other Party, or which may adversely impact the property, facilities, or operations of, the other Party. Except in an Emergency, such remediation or abatement activity shall be performed only with the consent of the Party owning the affected property or facilities which consent shall not be unreasonably withheld. The Parties agree to coordinate, to the extent necessary, the preparation of site plans, reports or filings required by law or regulation.

ARTICLE 11
FORCE MAJEURE

11.1 Effect of Declaring Force Majeure. Neither Party shall be considered to be in default or breach of this Interconnection Agreement nor liable in damages or otherwise responsible to the other Party for any delay in or failure to carry out any of its obligations under this Interconnection Agreement if, and only to the extent that, the Party is unable to perform or is prevented from performing by an event of Force Majeure. Notwithstanding the foregoing sentence, neither Party may claim Force Majeure for any delay or failure to perform or carry out any provision of this Interconnection Agreement to the extent that such Party has been negligent or engaged in intentional misconduct and such negligence or intentional misconduct substantially and directly caused that Party’s delay or failure to perform or carry out its duties and obligations under this Interconnection Agreement.

11.2 Procedures for Declaring Force Majeure. A Party claiming Force Majeure must:

(a) Give written notice to the other Party of the occurrence of a Force Majeure as soon as practicable;

(b) Use Reasonable Efforts to resume performance or the provision of service hereunder as soon as practicable;

(c) Take all commercially reasonable actions to correct or cure the Force Majeure;

(d) Exercise all Reasonable Efforts to mitigate or limit damages to the other Party; except that neither party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and
(e) Provide written notice to the non-declaring Party, as soon as practicable, of the cessation of the adverse effect of the Force Majeure on its ability to perform its obligations under this Interconnection Agreement.

ARTICLE 12
BILLING AND PAYMENT

12.1 Estimate. Estimated costs include only the costs of new PSCo facilities or modifications to PSCo-owned facilities outlined in Article 2 above. The estimate does not include the fair market value, damages, or compensation owed for any PSCo facilities or property interests that might be transferred to Boulder as part of the separation and acquisition process. Such sums would be in addition to the estimate provided and nothing herein is a waiver or modification of PSCo’s rights, remedies and protections regarding the same. All estimates are scoping level estimated. Actuals costs may be higher based on labor, equipment and material costs, etc. at the time construction occurs. The City is responsible for the actual costs as the time of the work. No estimates have been made for the cost of Boulder-owned facilities.

PSCo estimates the cost to perform the work for the PSCo-owned facilities under Article 2 above will be as follows:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boulder Terminal</td>
<td>TBD</td>
</tr>
<tr>
<td>Gunbarrel</td>
<td>$5,300,000</td>
</tr>
<tr>
<td>Leggett Substation:</td>
<td>$15,655,200</td>
</tr>
<tr>
<td>NCAR</td>
<td>$1,644,000</td>
</tr>
<tr>
<td>Sunshine Substation:</td>
<td>$1,549,200</td>
</tr>
<tr>
<td>WWTP Substation:</td>
<td>$5,538,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$29,686,400+TBD</strong></td>
</tr>
</tbody>
</table>

The cost estimate above is based on the Facilities Study and detailed design work as of May 1, 2020.

12.2 Advance Payment and Cost Reconciliation. Within 30 calendar days after this Agreement is accepted by FERC, Boulder will advance $29,686,400.00+TBD to PSCo. If the amount advanced under this Section is insufficient for PSCo to complete the work described in Article 2 above, PSCo will invoice Boulder for the additional necessary funds. Within 90 days after the Project is complete and energized, PSCo will reconcile its actual Project costs for the work described in Article 2 against the aggregate amount Boulder advanced under this Section, and if PSCo’s actual costs are less than the amount Boulder advanced, PSCo will refund the
difference to Boulder within 30 days. If the cost reconciliation reveals that Boulder owes a balance due, PSCo shall invoice Boulder for the remaining costs.

12.3 Billing Procedure. PSCo shall bill Boulder for the actual costs incurred under this Interconnection Agreement consistent with the procedures set forth in Section 7 of the Tariff. Payment of an invoice shall not relieve the paying Party from any responsibilities or obligations it has under this Interconnection Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.

12.4 Interest on Unpaid Balances. Interest on any unpaid amounts that are past due (including amounts placed in escrow) shall be calculated in accordance with Article 12 of the Tariff.

12.5 Billing Disputes. If all or part of any bill is disputed by a Party, that Party shall promptly pay the amount that is not disputed, provide the other Party a reasonably detailed written explanation of the basis for the dispute, and request the commencement of dispute resolution pursuant to Article 20 of this Interconnection Agreement. When the amount in dispute is equal to or greater than one million dollars ($1,000,000), the disputed amount shall be paid into an independent escrow account pending resolution of the dispute, at which time the prevailing Party shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within twenty (20) Business Days of such resolution. If the amount in dispute is less than one million dollars ($1,000,000), the disputing Party may withhold the disputed amount or pay the disputed amount into an independent escrow account pending resolution of the dispute, at which time the prevailing Party shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within twenty (20) Business Days of such resolution. The Parties may elect, but are not required, to agree to Alternative Dispute Resolution, including arbitration. Neither Party shall be responsible for the other Party's cost of collecting amounts due under this Interconnection Agreement, including attorney's fees.

ARTICLE 13
NOTICES

13.1 Notices. Any notice, demand, request, or communication required or authorized by this Interconnection Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties as set forth in Article 19. In addition to the obligations set forth in the preceding sentence, a Party providing notice, demand, request or communication pursuant to this Section may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or
email. Any Party may update that portion of Article 19 that pertains to such Party’s address by giving written notice to the other Party of such change at any time.

ARTICLE 14
REGULATION AND MODIFICATION OF RATES

14.1 Regulation. This Interconnection Agreement is subject to the jurisdiction of the FERC.

14.2 Modification. PSCo reserves its rights under Section 205 of the Federal Power Act to unilaterally make applications to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service the PSCo provides under this Interconnection Agreement and the attachments hereto over which FERC has jurisdiction. Boulder reserves its rights under Section 206 of the Federal Power Act to unilaterally make application to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service provided under this Interconnection Agreement and the attachments hereto over which FERC has jurisdiction.

ARTICLE 15
ASSIGNMENT

15.1 Successors and Assigns. This Interconnection Agreement shall be binding upon the respective Parties, their successors and permitted assigns, on and after the Effective Date hereof.

15.2 Assignment Restrictions. This Interconnection Agreement may be assigned by either Party only with the written consent of the other; provided, however, that either Party may assign this Interconnection Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Interconnection Agreement; and provided further that Boulder shall have the right to assign this Interconnection Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing, provided that Boulder promptly notifies Transmission Provider of any such assignment. Any financing arrangement entered into by Boulder pursuant to this Article 15 will provide that prior to or upon the exercise of the secured party’s, trustee’s or mortgagee’s assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Article 15 is void and ineffective. Any assignment under this Interconnection Agreement shall not relieve a Party of its obligations, nor shall a Party’s obligations be enlarged, in whole or in part, by reason thereof. Where requested, consent to assignment will not be unreasonably withheld, conditioned or delayed.
ARTICLE 16
INSURANCE

16.01 Applicability. If Interconnection Customer is a municipality, city, county, town, public authority or other political subdivision that qualifies for statutory limitations on liability under Applicable Law, Interconnection Customer shall procure and maintain, at its own expense, insurance coverages in accordance with the requirements set forth in Appendix F as applicable to Colorado. In all other circumstances, Interconnection Customer shall comply with the requirements set forth in Section 16.2.

16.1 Insurance. Each Party shall, at its own expense, maintain in force until this Interconnection Agreement is terminated and until released by the other Party, the following insurance coverages, with insurers authorized to do business in the state where the Point of Change of Ownership is located:

(a) Employer’s Liability and Workers’ Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Change of Ownership is located.

(b) Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars ($1,000,000) per occurrence/one million dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

(c) Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

(d) Excess Public Liability Insurance over and above the Employers’ Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of ten million dollars ($10,000,000) per occurrence/ten million dollars ($10,000,000) aggregate.

(e) The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees (“Other Party Group”) as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Interconnection Agreement against the Other Party.
Group and provide thirty (30) calendar days advance written notice to the Other Party Group prior to the anniversary date of cancellation or any material change in coverage or condition.

(f) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies shall apply to such extent without consideration for other policies separately carried. Each Party shall be responsible for its respective deductibles or retentions.

(g) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Interconnection Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

(h) The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Interconnection Agreement.

(i) Within ten (10) days following execution of this Interconnection Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Interconnection Agreement, executed by each insurer or by an authorized representative of each insurer.

(j) Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of subsections (a)-(h) of this Section 16 to the extent the Party maintains a self-insurance program; provided that, such Party’s senior secured debt is rated at investment grade or better by Standard & Poor’s and that its self-insurance program meets the minimum insurance requirements set forth in subsections (a)-(h) of this Section 16. For any period of time that a Party’s senior secured debt is unrated by Standard and Poor’s, such Party shall comply with the insurance requirements set forth in subsections (a)–(i) of this Section 16. In the event that a Party is permitted to self-insure pursuant to this Article XIII, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in this Section 16.
The Parties agree to report to each other in writing as soon as practicable all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Interconnection Agreement.

In the event Interconnection Customer is a municipality or other governmental entity, Interconnection Customer will be subject to the insurance coverage obligations set forth in Appendix F as applicable in Colorado in lieu of the insurance obligations set forth in this Section 13.02.

**ARTICLE 17**

**CONSEQUENTIAL DAMAGES, INDEMNITY AND RISK OF LOSS**

17.1 *Waiver of Consequential Damages.* In no event shall one Party, its governing board members, officers, employees or agents be liable to the other Party under this Interconnection Agreement from any cause howsoever arising in contract, tort or otherwise for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to, loss of use, loss of revenue, loss of profit, and/or cost of replacement power, interest charges, cost of capital, claims of its customers to which service is made; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, punitive, exemplary or consequential damages hereunder.

17.2 *Indemnity.* Each Party shall at all times indemnify, defend and hold harmless the other Party, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns (“Indemnified Party”) from any and all liability, damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s (“Indemnifying Party”) negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party. Nothing in this Section 17 shall relieve PSCo or Boulder of any liability to the other for any breach of this Interconnection Agreement.

(a) If an Indemnified Party is entitled to indemnification under this Section 17 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed, to assume the defense of such claim, the Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

(b) If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Section 17, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party’s loss net of any insurance or other recovery.

(c) Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided in this Section 17 may apply, the Indemnified
Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect the Indemnifying Party’s obligation to indemnify the Indemnified Party unless such failure or delay is materially prejudicial to the Indemnifying Party.

(d) In the event Indemnifying Party is a municipality or other governmental entity, Indemnifying Party will be subject to the indemnification obligations set forth in Appendix F in lieu of the indemnification obligations set forth in this Section 17.2.

17.3 Risk of Loss. Except under situations of negligence, gross negligence, or intentional wrong-doing by the other Party, each Party shall have the full risk of loss for its own property and material, and each Party shall (subject to Article XIII) obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party’s insurer, at no additional cost to that Party, each Party shall require its property insurer to waive the right of subrogation. Each Party shall have title and risk of loss for those materials or capital equipment purchased for its ownership by the other Party as an authorized agent under this Interconnection Agreement confirmed by written confirmation and approval of supplier, specifications, equipment warranty, delivery and installation arrangements (the principal being entitled to any sales tax exemptions). All such equipment and materials will be inspected by the purchasing agent Party upon delivery and damaged or nonconforming equipment or materials will be rejected and returned to the seller upon consultation and agreement with the Party for whom the equipment was purchased.

ARTICLE 18
DEFAULT AND TERMINATION

18.1 Default by Boulder.

(a) In the event Boulder fails, for any reason other than a billing dispute as described in Article 12, to make payment to PSCo on or before the due date as described herein, and such failure of payment is not cured within thirty (30) calendar days after PSCo notifies Boulder of such failure, a default by Boulder shall be deemed to exist.

In the event of an uncured default by Boulder for nonpayment, except when nonpayment is the subject of a billing dispute as provided in Section 12.5, PSCo may initiate a proceeding with the FERC to terminate service but shall not terminate service until the FERC approves any such request. In the event of a billing dispute between PSCo and Boulder, PSCo will continue to provide service under this Interconnection Agreement as long as Boulder (1) continues to make all payments not in dispute, and (2) subjection to Section 12.5, pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Boulder fails to meet these two requirements for continuation of service, then PSCo may provide notice to Boulder of its intention to suspend service in accordance with the Tariff or FERC policy.
(b) Boulder shall also be in default if it materially breaches any other provision of this Interconnection Agreement, and fails to cure any such breach within thirty (30) days after written notice by PSCo of the existence and nature of such alleged breach.

(c) If Boulder assigns its interests under this Interconnection Agreement to a bank, lender or other financial institution for purposes of obtaining financing (“Financing Party”), and Boulder notifies PSCo of this assignment and the information necessary for PSCo to contact Financing Party, then PSCo shall also notify Financing Party of any breach or default by Boulder under this Interconnection Agreement at the same time as it notifies Boulder of such breach or default. If Financing Party elects to cure the breach or default, by payment or otherwise, then PSCo agrees to accept such cure by Financing Party as if the same had been affected by Boulder.

18.2 **Default by PSCo.** PSCo shall be considered in default if it fails to make any payment due to Boulder hereunder, or fails to cure any material breach, within thirty (30) days after written notice of nonpayment or material breach from Boulder.

18.3 **Termination for Default.** Should a Party fail to cure a default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process provided in Section 20 or other legal processes, the non-defaulting Party shall have the right to terminate this Interconnection Agreement subject to FERC approval and other defenses by giving written notice to the Party in default, and be relieved of any further obligation hereunder, and whether or not the non-defaulting Party terminates this Interconnection Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which the non-defaulting Party is entitled subject to the limitations set forth in Article XIV of this Interconnection Agreement. The provisions of this Article XV shall survive termination of this Interconnection Agreement.

**ARTICLE 19**

**CONTACTS**

Contacts for this Agreement are as follows:

**Public Service**

Contacts to be determined after the Proceed Date.

**City of Boulder**

Contacts to be determined after the Proceed Date.
ARTICLE 20
DISPUTE RESOLUTION

20.1 Disputes will first be submitted to the Authorized Representatives for consideration. In the event that a dispute cannot be resolved by the Authorized Representatives, the dispute shall be submitted to the Parties' management. If the dispute cannot be resolved by the Parties' management, then the dispute may, if the Parties agree, be submitted to arbitration under Article 12.5 of this Agreement. Alternatively, the dispute may be filed in the Denver District Court, or if that court does not have jurisdiction, such other court that does have jurisdiction.

20.2 In the event of arbitration, each Party shall select one arbitrator. The two selected arbitrators shall hear the arbitration. Arbitration must be commenced within six months of when the disputed matter was submitted to arbitration. The arbitrators shall have discretion to establish discovery, hearing schedules, and arbitration procedures. The arbitrators may afford the Parties any or all of the discovery rights provided for in the Colorado Rules for Civil Procedure. Unless otherwise specified in this Agreement, arbitration shall be governed under the rules and procedures of the American Arbitration Association. Arbitration shall be binding on the Parties. Arbitration shall be in Boulder or Denver, Colorado.

20.3 Disputed items that involve a claimed overpayment by Boulder which are resolved in Boulder's favor in arbitration, shall be paid back with interest at the prime rate charged by the Wells Fargo Bank West, National Association, or its successor, plus two percent (2%) applied to late payments on a daily basis, based on a 365 day year.

20.4 Costs for the Arbitration procedure and payment to the arbitrators shall be divided equally by the Parties to the arbitration. Each Party shall be responsible for its own attorney costs, discovery costs, and other associated costs incurred as a result of arbitration.

ARTICLE 21
CONFIDENTIAL INFORMATION

21.1 Furnishing of Information. The Parties recognize that the successful operation of this Interconnection Agreement depends upon the cooperation by the Parties in the operation of their systems. As a part of such cooperation, subject to the limitations regarding disclosing confidential information provided in this Interconnection Agreement, each Party agrees that it will furnish to the other Party such data concerning its system as may be necessary to support the other Party's system reliability.
21.2 Confidential Information.

(a) “Confidential Information” means (1) any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, drawing, list, concept, customer information, policy or compilation relating to the present or planned business of a Party, which is designated as Confidential Information by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise; or (2) any Critical Energy Infrastructure Information. Confidential Information which includes, without limitation, all information relating to a Party’s technology, research and development, business affairs, and pricing, and any information supplied by a Party to another Party on a confidential basis prior to the execution of this Interconnection Agreement.

(b) Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, was under no obligation to the other Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Interconnection Agreement.

Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Parties that such information no longer is confidential.

(c) Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document; or, if the information is conveyed orally or by inspection, the Party providing the information orally informs the receiving Party that the information is confidential. Each Party shall be responsible for clearly designating or marking information governed by FERC’s Critical Energy Infrastructure Information rules and regulations.

21.3 Protection of Confidential Information.

(a) No Party shall disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Interconnection Agreement to any third party without the express written consent of the providing Party; provided, however, that any Party may produce Confidential Information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or Governmental Authority upon reasonable notice to the providing Party that (a) a protective order from such jurisdictional judicial body or court has been issued relating to the Confidential Information; and (b) a binding nondisclosure agreement is in effect with a proposed recipient of any Critical Energy Infrastructure Information.
(b) The Parties shall use at least the same standard of care to protect Confidential Information they receive as they use to protect their own Confidential Information from unauthorized disclosure, publication or dissemination.

(c) Any Party may use Confidential Information solely: (1) to fulfill its obligations to the other Party, under this Interconnection Agreement; (2) to fulfill its regulatory requirements except to the extent that such information constitutes or has been designated Critical Energy Infrastructure Information; (3) in any proceeding or in any administrative agency or court of competent jurisdiction addressing any dispute arising under this Interconnection Agreement, subject either to a written confidentiality agreement with all Parties (including, if applicable, an arbitrator(s)) or to a protective order; or (4) as required by Applicable Law. As it pertains to (3) and (4), notwithstanding the absence of a protective order or waiver, a Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. In the event that the receiving Party is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or in the opinion of its counsel, by federal or state securities or other statutes, regulations or laws) to disclose any Confidential Information, the receiving Party shall, to the extent permitted under Applicable Law, promptly notify the disclosing Party of such request or requirement prior to disclosure, so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Interconnection Agreement and shall request confidential treatment of any such disclosure.

(d) The Parties agree that monetary damages by themselves may be inadequate to compensate a Party for the other Party’s breach of its obligations under this Article. Each Party accordingly agrees that the other Parties are entitled to equitable relief, by way of injunction or otherwise, if it breaches or threatens to breach its obligations under this Article.

21.4 Survival. The confidentiality obligations of this Article shall survive termination of this Interconnection Agreement for a period of two (2) years.

ARTICLE 22
MISCELLANEOUS

22.1 Third Party Contracts. The Parties recognize that each has entered into and may in the future enter into contractual commitments with various third parties regarding benefits, use and operation of network transmission facilities it owns within the interconnected regional transmission network. Each Party hereby covenants that its respective contracts with third parties shall not interfere with its obligations to the other Party made under this Interconnection Agreement.
22.2 **No Residual Value.** This Interconnection Agreement shall not be construed to provide any residual value to either Party or its successors or permitted assigns or any other party, for rights to, use of, or benefits from the other Party’s system following expiration of this Interconnection Agreement.

22.3 **No Third-Party Beneficiary.** Unless otherwise specifically provided in this Interconnection Agreement, the Parties do not intend to create rights in or to grant remedies to any third Party as a beneficiary of this Interconnection Agreement or of any duty, covenant, obligation or undertaking established hereunder.

22.4 **Headings.** Article headings and titles are included for the convenience of Parties and shall not be used to construe the meaning of any provision of this Interconnection Agreement.

22.5 **Governing Law.** This Interconnection Agreement shall be interpreted and governed by the laws of the state of Colorado, or the laws of the United States of America, as applicable.

22.7 **No Joint System.** The Parties each own and operate separate interconnected electric systems, and no provision of the Interconnection Agreement shall be interpreted to mean or imply the Parties have established or intend to establish a jointly owned electric system, a joint venture, trust, a partnership, or any other type of association.

22.9 **Amendment.** Except as provided in Section 11.2, any amendment, alteration, variation, modification or waiver of the provisions of this Interconnection Agreement, other than revisions to the Attachments authorized by this Interconnection Agreement, shall be valid only after it has been reduced to writing and duly signed by both Parties, and if required, approved by the appropriate regulatory bodies.

22.10 **Conflicts.** In the event any term of this Interconnection Agreement conflicts with the Tariff, the terms of this Interconnection Agreement shall control.

22.11 **Waiver.** The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Interconnection Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.

22.12 **Counterparts.** This Interconnection Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

22.13 **Severability.** If any governmental authority or court of competent jurisdiction holds that any provision of this Interconnection Agreement is invalid, or if, as a result of a change in any Federal or State law or constitutional provision, or any rule or regulation promulgated pursuant thereto, any provision of this Interconnection Agreement is rendered invalid or results in the
impossibility of performance thereof, the remainder of this Interconnection Agreement not affected thereby shall continue in full force and effect. In such an event, the Parties shall promptly renegotiate in good faith new provisions to restore this Interconnection Agreement as nearly as possible to its original intent and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Leggett, Sunshine, and WWTP Substation Transmission to Load Interconnection Agreement to be duly executed the day and year first written above.

________________________________________  Date _____________
City of Boulder

________________________________________  Date _____________
PUBLIC SERVICE COMPANY OF COLORADO
Ian R. Benson
Area Vice President, Transmission and Strategic Initiatives
Xcel Energy Services Inc.
As Agent for Public Service Company of Colorado