**SOUTHERN UTAH VALLEY POWER SYSTEMS ORGANIZATION AGREEMENT**

This SOUTHERN UTAH VALLEY POWER SYSTEMS ORGANIZATION AGREEMENT (the “**Organization** **Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ among PAYSON CITY, SALEM CITY, SPANISH FORK CITY, SPRINGVILLE CITY, and SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT (each a “**Member**” and together the “**Members**”) pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-1, et seq., as amended (the “**Act**”).

**RECITALS**

1. Southern Utah Valley Power Project (“**SUVP**”) was created as a joint power board by the Inter-local Cooperation Agreement Establishing Southern Utah Valley Power Project dated as of April 15, 1977 (the “**Original Agreement**”) pursuant to the provisions of the Act for the purpose of administering the joint and cooperative undertaking of the parties to the Original Agreement.
2. The Board of Directors of SUVPS adopted Bylaws on February 9, 1978 and incorporated a nonprofit corporation known as Southern Utah Valley Power Corporation, a Utah nonprofit corporation on November 14, 1980, which was allowed to expire in 2007.
3. The Original Agreement has been amended and restated from time to time, including the Cooperation Agreement Establishing Southern Utah Valley Power Project To Provide For Termination Of Membership Of Two Parties dated as of February 1, 1987, and the Amended and Restated Agreement for Joint and Cooperative Action dated as of January 12, 2000 (collectively, the “**Restated Agreement**”).
4. In furtherance of the purposes of the Original Agreement and the Restated Agreement, SUVP developed facilities and expertise to enable and allow SUVP to provide electric utility services to its Members as allowed by the Act.
5. The members of SUVP established Southern Utah Valley Power Systems (“**SUVPS**”), a separate legal entity and political subdivision of the State of Utah on January 1, 2001 by adopting the Southern Utah Valley Power Systems Agreement For Joint And Cooperative Action (“**2001 Agreement**”).
6. The then-current Members of SUVPS adopted the Southern Utah Valley Power Systems Amended and Restated Agreement for Joint and Cooperative Action, dated February 28, 2005 (the “**2005 Agreement**”).
7. South Utah Valley Electric Service District became a Member of SUVPS in 2008 and a signatory to the 2005 Agreement in 2008.
8. The 2005 Agreement allows for amendments thereto by approval of a majority of the Board of SUVPS and approval of at least three-fourths of the Members.
9. The Board of SUVPS and the Members wish to amend, modify, and restate their agreement for joint and cooperative action as set forth in this Organization Agreement.
10. The Members desire and intend for this Organization Agreement to replace and supersede all prior agreements among Payson City, Salem City, Spanish Fork City, Springville City, and South Utah Valley Electric Service District relating to SUVPS’s creation, organization, management and powers, and concerning the Members’ respective rights and interests in SUVPS or its assets.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Members agree as follows:

# Section 1. Definitions.

1. The following terms used herein shall have the meanings ascribed to them in the recitals and the meanings set forth below:
2. “2001 Agreement” means the Southern Utah Valley Power Systems Agreement For Joint And Cooperative Action, as described in the Recitals, above.
3. “2005 Agreement” means the Southern Utah Valley Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as described in the Recitals, above.
4. “Act” means the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-1, et seq., as amended.
5. “Additional Services” means any services provided by SUVPS to the Members not directly related to the transmission of electricity.
6. “Board” or “Board of Directors” means the SUVPS board of directors of SUVPS as established in Section 7 of this Organization Agreement.
7. “Bylaws” means the set of Bylaws adopted by the Board, as may be amended from time to time.
8. “Capital Costs” means expenses incurred for the acquisition of property, equipment, assets (tangible or intangible), and other expenditures required for the provision of electrical transmission services to the Members by SUVPS.
9. “Chair” means the chairperson of the Board of Directors.
10. “Demand Share” means each Member’s proportionate share of the coincident peak demand experienced by the SUVPS system during the SUVPS fiscal year.
11. “Director” means any member of the Board of Directors.
12. “Immunity Act” means the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, et seq., as amended and supplemented.
13. “Meeting” means any meeting of the Board of Directors, whether regular or special.
14. “Member” means any of the entities that are party to this Organization Agreement and as listed in the Preamble, above.
15. “Officers” means a Chair, Vice Chair, a Secretary/Treasurer, and such other officers as necessary or desirable and as provided for in the Bylaws.
16. “Operational Costs” means all costs associated with the operation, maintenance, management, repair, and protection of the electrical infrastructure owned and/or operated by SUVPS.
17. “Organization Agreement” means this Organization Agreement entered into among the Members as of the date first written above.
18. “Original Agreement” means the Inter-local Cooperation Agreement Establishing Southern Utah Valley Power Project dated as of April 15, 1977.
19. “Public Ways” means the areas in, upon, above, along, across, under and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, boulevards, buildings, and any other public places owned by and within the boundaries of a Member as the same now or may hereafter exist and which are under the permitting jurisdiction of that Member.
20. “Restated Agreement” means, together, the Cooperation Agreement Establishing Southern Utah Valley Power Project To Provide For Termination Of Membership Of Two Parties dated as of February 1, 1987, and the Amended and Restated Agreement for Joint and Cooperative Action dated as of January 12, 2000.
21. “Secretary/Treasurer” means the secretary/treasurer of the Board of Directors.
22. “SUVPS” means Southern Utah Valley Power Systems, a separate legal entity and political subdivision of the State of Utah.
23. “Total Costs”
24. “Vice Chair” means the vice-chairperson of the Board of Directors.

# Section 2. Creation of SUVPS

1. The Members hereby confirm: (a) that SUVPS is an interlocal entity created by the Members pursuant to the Act to accomplish the purposes of their joint or cooperative action as set forth herein, (b) that, as an interlocal entity created and existing under the Act, SUVPS is a body politic and political subdivision of the State of Utah, and (c) that SUVPS is a legal entity separate and distinct from the Members. Unless dissolved by the Members through termination of this Organization Agreement pursuant to Section 14, below, SUVPS shall remain in existence until the later to occur of (a) fifty (50) years after the date of the adoption of this Organization Agreement or later amendment hereto, (b) five (5) years after SUVPS has fully paid or otherwise discharged all of its indebtedness, (c) five (5) years after SUVPS has abandoned, decommissioned, or conveyed or transferred all of its interest in its facilities and improvements, or (d) five years after the facilities and improvements of SUVPS are no longer useful in providing the service, output, product, or other benefit of the facilities and improvements, as determined under the agreement governing the sale of the service, output, product, or other benefit. .
2. From and after the effective date of this Organization Agreement, this Organization Agreement shall replace and supersede all prior agreements among Payson City, Salem City, Spanish Fork City, Springville City, and South Utah Valley Electric Service District relating to SUVPS’s creation, organization, management, and powers, and concerning the Members’ respective rights and interests in SUVPS or its assets.
3. SUVPS shall be bound by each and every resolution, contract, and agreement enacted or executed by SUVPS prior to the effective date of this Organization Agreement, including, without limitation, all resolutions, bond resolutions and indentures, ownership agreements, participation agreements, transmission service agreements or contracts, transmission purchase contracts, and similar agreements. The current rights and obligations of SUVPS under such resolutions, contracts, and agreements shall in no way be affected by this Organization Agreement.

# Section 3. Purpose

1. This Organization Agreement and the creation of SUVPS as a separate legal entity is to (a) promote the efficient, economic and reliable operation of the Members’ respective local electric systems, (b) develop facilities and improvements that will facilitate the coordinated operation of the Members’ respective utilities, (c) protect and foster the benefits of public power, (d) assist Members to provide reliable, competitive, low-cost electric service to their consumers, and (e) plan, finance, develop, acquire, construct, reconstruct, improve, enlarge, operate, and/or maintain facilities, services, and improvements that are necessary or desirable for the acquisition, generation, transmission, management, and distribution of electric energy for the benefit of the Members.

# Section 4. Powers

1. In furtherance of the purposes of this Agreement, SUVPS shall have all powers conferred upon SUVPS as a separate legal entity pursuant to the Act, and all powers possessed by the Members with respect to electric utility undertakings, and such powers are hereby delegated to SUVPS as contemplated by the Act. The powers delegated to SUVPS shall be exercised by the Board and any committees of the Board. The powers thus delegated include, without limitation, the powers to do the following:
2. adopt, amend, and repeal rules, bylaws, policies, and procedures for the regulation of its affairs and the conduct of its business;
3. set rates for services and charge fees as appropriate;
4. make and execute contracts and other instruments necessary or convenient for the performance of its duties and the exercise of its powers and functions;
5. own, purchase, lease acquire by eminent domain, or otherwise, construct, operate, maintain, and repair or cause to be constructed, operated, maintained, and repaired any property, facilities, or infrastructure to provide or deliver electric energy to the Members or otherwise accomplish the purposes for which SUVPS was created;
6. incur debts, liabilities or obligations which are those of SUVPS and not the debts liabilities or obligations of any of the Members;
7. offer, issue, and sell warrants, options, or other rights related to the bonds, notes, or other obligations issued by SUVPS;
8. sell or contract for the sale of the services, output, product, or other benefits provided by SUVPS;
9. exercise all powers conferred upon Members by the Electric Power Facilities Act, Utah Code Ann. §§ 54-9-1, et seq., as amended (or any similar or successor statute);
10. employ or contract with persons or firms for personnel to accomplish its purposes and powers;
11. sue and be sued in its own name;
12. take such other actions, engage in such other transactions, enter into such contracts and agreements, and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers.

# Section 5. Use of Public Rights of Way

1. Each Member hereby agrees that SUVPS shall have the right, without payment therefor, to use the public rights of way of each Member, including any easements granted to each Member for utility purposes (together, the “**Public Ways**”) for purposes for which SUVPS has been created, as described in Section 3, above. Nothing in this Section 5 shall be read as restricting or eliminating the authority of each Member over land use and permitting relating to SUVPS’s activities within the Public Ways.

1. Notwithstanding the foregoing paragraph, each Member shall have the ability to place reasonable restrictions on the routing of SUVPS facilities through the Public Ways of that Member.

# Section 6. Assets

1. SUVPS’s assets shall include all real and personal property, whether tangible or intangible, used in any way in the SUVPS’s transmission, management, and distribution of electric energy and related services. These assets may include, without limitation, generators, transformers, transmission lines, storage devices, office supplies and equipment, accounts receivable and cash, real estate, easements, distribution facilities, equipment and inventory, trade name, and going concern value. SUVPS’s assets shall be held in the name of SUVPS and owned solely by SUVPS. The Members confirm their relinquishment and transfer to SUVPS of any ownership interest that the Member may have in the assets of SUVPS.

# Section 7. Board of Directors

1. SUVPS shall be governed and managed by a Board of Directors and Officers as provided for below and in accordance with the Bylaws. The Bylaws provide, among other things, for (i) the calling and holding of Meetings, (ii) the operation of the Board, and (iii) the election and duties of the Officers.
2. SUVPS shall be managed by the Board, comprised of one Director representing each Member. The Director representing each Member shall be the designated elected official of such Member and/or a person selected and appointed by the governing body of such Member for a period of four (4) years. Members shall appoint Directors to their respective four-year terms to foster continuity on the Board. Each Director serves at the pleasure of the Member and its respective governing body. Members may appoint an alternate Director to serve in the absence or unavailability of the appointed Director. The Board shall, by majority vote, select a Chair from among the Directors. The Chair shall hold office for a one-year term. Director vacancies shall be filled for any unexpired term(s) by resolution adopted by the governing body of the Member that the vacant seat represents. Each Member may remove its Director at its own discretion, at any time, and for any reason.
3. Three (3) Directors (or alternates) shall constitute a quorum of the Board for the purpose of conducting the business of SUVPS and exercising its powers and for all other purposes. When a quorum is in attendance, action may be taken by the Board upon a vote of the majority of its Directors present except as otherwise provided in this Organization Agreement.
4. Meetings of the Board may be held through electronic communication, as provided for in written procedures adopted by the Board. A Director participating in a meeting through such means shall be considered present for purposes of a quorum and voting.
5. The Board is hereby authorized and empowered to make, alter, or repeal the Bylaws and to exercise all powers conferred upon SUVPS by the Act and this Agreement.
6. The officers of SUVPS shall consist of a Chair, Vice Chair, a Secretary/Treasurer, and such other officers as necessary or desirable and as provided for in the Bylaws. Each officer shall be elected annually by the Board for a one-year term. In addition to such officers, the Board may appoint such assistant officers as the Board determines necessary or desirable.
7. No Director shall be liable to SUVPS for breach of any fiduciary duty owed by such Director, except for damages arising out of: (a) a breach of the Director's duty of loyalty to SUVPS; (b) any act or omission not in good faith or which involves intentional misconduct or a knowing violation of law; or (c) any transaction from which the Director derived an improper personal benefit.
8. The Members agree that the protection afforded to the Members under the Immunity Act shall be extended to SUVPS, its board, officers, and employees, pursuant to the Act. The Members expressly intend that all of the protection afforded to the Members under the Immunity Act shall be extended to SUVPS, its Board, Officers, and employees. Each Member hereby delegates to SUVPS, to the extent permitted by law, all of the powers, privileges, and immunities conferred by the Immunity Act.
9. Each Director shall make diligent efforts to inform the governing body of the Member, that the Director represents, of SUVPS’s business including, but not limited to, operations, long-term contracts, debts, and general financial condition. The Members agree that they are individually responsible for ensuring that their Director representative keeps them properly informed of the business of SUVPS.

# Section 8. Operational and Capital Costs

1. The Members are responsible for the operational and capital costs of SUVPS. SUVPS has no other significant source of revenue beyond payments and contributions from the Members. The responsibility for the Total Costs (Operational and Capital) shall be shared proportionately among the Members based on each Member’s proportionate share of the coincident peak demand experienced by the SUVPS system during the SUVPS fiscal year.

1. At the beginning of each fiscal year (July 1 to June 30), SUVPS shall make reasonable estimates of the anticipated Demand Share for each Member for the year. The estimated Demand Share for each Member shall be that Member’s proportion of projected Total Costs for the year.
2. SUVPS shall make such calculations (including reasonable adjustments as may be appropriate) and invoice each Member on a monthly basis for its proportionate share of the projected Total Costs for the year, based on the budget adopted by SUVPS. Each Member shall pay the full amount of such invoice within thirty (30) days of receipt.
3. At the end of each fiscal year, SUVPS shall calculate the actual Demand Share for the year for each Member and compare that actual Demand Share to the estimated Demand Share. In the event that the actual Demand Share is greater than the estimated Demand Share for any Member, SUVPS shall invoice that Member based on actual Demand Share and SUVPS shall make refunds to any Member for which the actual Demand Share was less than the estimated Demand Share so that the proportionate amount of Total Costs paid by each Member for a given calendar year matches that Member’s actual Demand Share. Refunds shall be distributed to Members according to a reasonable process established by the Board.
4. SUVPS may, from time to time, provide services to the Members not directly related to the transmission of electricity (“**Additional Services**”). Any such Additional Services shall be approved in advance by the Board and shall be invoiced separately to the Members.

# Section 9. Budget and Financing

1. The operation and maintenance of SUVPS will be financed with revenue from the Members and related services and other available moneys.
2. SUVPS may also finance improvements, such as new construction and upgrades of existing facilities, through the issuance of revenue bonds. Revenue bonds may be issued by SUVPS from time to time for any purpose permitted under the Act or this Organization Agreement. Any bond issued by SUVPS is not a debt of any Member, and such bonds may be issued without the consent of the Members’ governing bodies.
3. Prior to the issuance of any bonds by SUVPS, SUVPS shall send written notice of the planned bond issuance to the mayor/chairperson and administrator/manager of each Member. Such notices shall be sent via email and/or U.S. Mail and shall be sent at least thirty (30) days prior to the adoption of a parameters resolution for such bond issuance by the SUVPS Board of Directors.
4. Annually, on or before July 1, SUVPS shall adopt a budget for the ensuing year in accordance with Utah law and in accordance with the requirements of its bond resolutions or indentures. At a minimum, each annual budget shall set forth, in reasonable detail, estimates of:
5. revenues and operating and maintenance expenses;
6. debt service and reserve requirements;
7. cost of upgrade and/or replacement of existing facilities; and
8. amount of contingency reserves.
9. SUVPS will send a copy of the proposed annual budget to each Member on or before the April 1 preceding the start of the next budget year.
10. By February 1 of each year, SUVPS shall provide the projected Demand Share for each Member, and any anticipated payments due to or from each Member based on the true-up between estimated and actual Demand Share for the current year,
11. SUVPS shall monthly provide the Member representatives on the Board with a monthly statement of revenue and expenses.
12. Budget adjustments may be made from time to time as needed with approval of the Board, as allowed by law.
13. No Party to this Organization Agreement shall be liable for any bond, note, indebtedness or other obligation incurred by SUVPS, or be liable for the indebtedness of any other Member, or be liable for any indebtedness or contractual or other obligation with respect to the operation of SUVPS.

# Section 10. Relationship of Parties; Liability

1. The Members shall not be deemed under this Agreement to be partners, joint ventures, or associated in any manner which obligates them for the debts, defaults or mistakes of any other Member, or which renders them individually liable for any obligations of SUVPS.
2. Directors shall have no liability to any Member for any act or omission in the performance of his/her duties as a Director. The Members hereby agree not to make any claim or file any case of action arising from any act or omission of a Director in the performance of his/her duties as a Director.

# Section 11. Amendments

1. This Agreement may be amended by a majority vote of the Board. Any amendments shall become effective when at least three-fourths (3/4) of the Members have executed and approved the amendment(s) agreed to by the Board. To be effective, any amendment(s) shall be approved by an authorized attorney as required by the Act and Section 12, below.

# Section 12. Attorney Review

1. This Agreement shall be submitted by each Member to an attorney duly licensed and practicing within the State of Utah who is familiar with SUVPS and the requirements of the Act and is authorized to review the same by the Member. The attorney shall determine whether this Agreement complies with the laws of the State of Utah. The attorney shall approve this Agreement by execution of the endorsement below.

# Section 13. Withdrawal of a Member

1. In accordance with these terms, a Member may withdraw from SUVPS. The withdrawal of any Member shall not constitute termination of this Agreement or of SUVPS, and the remaining Members shall do all things necessary to maintain operation of SUVPS. No such withdrawal shall constitute a termination of any contract between SUVPS and the terminated Member, nor shall such withdrawal discharge or relieve the terminated Member of is obligation under any bond, contract, or other agreement to which the terminated Member is then a party.

1. A Member may withdraw from SUVPS on the following terms and conditions:
2. The withdrawing Member shall give SUVPS and the remaining Members at least twelve months’ written notice of the Member’s intention to withdraw.
3. Within thirty days of the receipt of the notice of withdrawal, the Board shall reject the notice of withdrawal only if the Member’s withdrawal would adversely affect SUVPS’s contract rights or bond obligations.
4. To the extent that SUVPS facilities are already in place, the withdrawing Member shall not revoke or alter the rights granted to SUVPS to use the public rights of way or other property owned or controlled by the withdrawing Member.
5. A Member that withdraws shall be entitled to ownership of those SUVPS assets that exist solely to serve the needs of the withdrawing member. The withdrawing Member shall not be entitled to any other assets of SUVPS (including any SUVPS assets that are used to serve the withdrawing Member and one or more of the other Members) or to payments of any sort from the remaining Members. For any assets retained by a withdrawing Member, that withdrawing Member shall remain responsible for all debt obligations associated with those assets.
6. The withdrawing Member is responsible to make SUVPS whole at the Member’s own expense, including but not limited to the costs of relocating transformers, breakers, switches, and other substation equipment where such SUVPS equipment is located on property owned by the withdrawing Member.
7. A Member may only be removed as a member of SUVPS upon request of that Member. No action of the Board or action by any combination of the Members may be taken to force removal of a Member without the consent to withdrawal from that Member. Notwithstanding Section 11, this Section 13(3) may only be amended or removed from this Agreement by a unanimous vote of the Board.

# Section 14. Termination

1. The Members, through a unanimous vote of the Board and consent from the governing body of each Member, may terminate this Organization Agreement and dissolve SUVPS.

1. Upon the termination of this Organization Agreement, the Board will sell the assets of SUVPS, pay its debts and obligations and distribute the balance to each Member pro rata based on each Member’s average Demand Share for the shorter of (1) the period of time since the effective date of this Agreement or (2) the preceding ten (10) years.

# Section 15. Governing Law

1. This Organization Agreement is made in the State of Utah, under the Constitution and laws of the State of Utah and is to be construed pursuant to such laws.

# Section 16. Severability

1. Should any part, term, provision of this Agreement be held by the courts as void, illegal, in conflict with any law of the State of Utah, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected.

# Section 17. Effective Date

1. This Agreement shall be effective on and as of the date of the authorization and execution of this Agreement by all of the Members of SUVPS.

This Organization Agreement was approved by the Board of Directors of Southern Utah Valley Power Systems on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with voting as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Board Member** | **Yes** | **No** | **Absent** | **Abstain** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_ |

**SOUTHERN UTAH VALLEY POWER SYSTEMS**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

*Attorney Review:*

The undersigned attorney, who is licensed to practice law in the State of Utah, has reviewed the foregoing Organization Agreement on behalf of Southern Utah Valley Power Systems and finds it to be in compliance with Utah law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adam S. Long

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers, pursuant to a written resolution of its governing body, and is bound hereby.

[*signature pages follow*]

**PAYSON CITY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

*Attorney Review:*

The undersigned attorney, who is licensed to practice law in the State of Utah, has reviewed the foregoing Organization Agreement on behalf of Payson City and finds it to be in compliance with Utah law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

[*signatures continue*]

**SALEM CITY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

*Attorney Review:*

The undersigned attorney, who is licensed to practice law in the State of Utah, has reviewed the foregoing Organization Agreement on behalf of Salem City and finds it to be in compliance with Utah law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

[*signatures continue*]

**SPANISH FORK CITY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

*Attorney Review:*

The undersigned attorney, who is licensed to practice law in the State of Utah, has reviewed the foregoing Organization Agreement on behalf of Spanish Fork City and finds it to be in compliance with Utah law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

[*signatures continue*]

**SPRINGVILLE CITY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

*Attorney Review:*

The undersigned attorney, who is licensed to practice law in the State of Utah, has reviewed the foregoing Organization Agreement on behalf of Springville City and finds it to be in compliance with Utah law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

[*signatures continue*]

**SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

*Attorney Review:*

The undersigned attorney, who is licensed to practice law in the State of Utah, has reviewed the foregoing Organization Agreement on behalf of South Utah Valley Electric Service District and finds it to be in compliance with Utah law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

[*end of signatures*]