



7505 S Holden Street  
Midvale, UT 84047  
801-567-7200  
Midvale.Utah.gov

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**MIDVALE CITY COUNCIL REGULAR MEETING  
AGENDA  
AUGUST 20, 2024**

**PUBLIC NOTICE IS HEREBY GIVEN** that the **Midvale City Council** will hold a regular meeting on the **20th day of August 2024** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

**Electronic & In-Person City Council Meeting**

This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the City Council at [www.Midvale.Utah.gov](http://www.Midvale.Utah.gov) by 5:00pm on August 19th.**

The meeting will be broadcast on the following: **You Tube: [Midvale.Utah.gov/YouTube](http://Midvale.Utah.gov/YouTube)**

**6:00 PM – WORKSHOP**

- Employee Policy: Telework on Red Air Quality Days

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**6:30 PM - REGULAR MEETING**

**I. GENERAL BUSINESS**

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Unified Police Department Report — *[Chief Randy Thomas]*

**II. PUBLIC COMMENTS**

Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. **Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body.** Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on issues not scheduled for public hearing. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

**III. MAYOR REPORT**

- A. Mayor Marcus Stevenson

**IV. COUNCIL REPORTS**

- A. Council Member Bonnie Billings
- B. Council Member Paul Glover
- C. Council Member Heidi Robinson
- D. Council Member Bryant Brown
- E. Council Member Dustin Gettel

**V. CITY MANAGER REPORT**

- A. Matt Dahl

**VI. CONSENT**

- A. Consider Minutes of July 16, 2024 and August 13, 2024 — *[Rori Andreason, H.R. Director/City Recorder]*

**VII. ACTION ITEM**

- A. Consider **Resolution No. 2024-R-41** Authorizing the Mayor to Sign the Community Renewable Energy Agency Interlocal Agreement and Community Renewable Energy Program Agreement, Approving the Plan for Low-Income Assistance for Midvale, and Appointing Midvale City Representatives to the Community Renewable Agency Board – **[Erin Summers, Project and Policy Manager]**

**VIII. POSSIBLE CLOSED SESSION**

The City Council may, by motion, enter into a Closed Session for:

- A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual;
- B. Strategy sessions to discuss pending or reasonably imminent litigation;
- C. Strategy sessions to discuss the purchase, exchange, or lease of real property;
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Investigative proceedings regarding allegations of criminal misconduct.

**IX. ADJOURN**

***In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711***

***A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2<sup>nd</sup> Floor City Hall Lobby, on the City's website at [Midvale.Utah.gov](http://Midvale.Utah.gov) and the State Public Notice Website at <http://pmn.utah.gov>. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.***

**DATE POSTED: AUGUST 15, 2024**

**RORI L. ANDREASON, MMC  
H.R. DIRECTOR/CITY RECORDER**



**CITY COUNCIL MEETING**  
**Minutes**

**Tuesday July 16, 2024**  
**Council Chambers**  
**7505 South Holden Street**  
**Midvale, Utah 84047**

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**MAYOR:** Mayor Marcus Stevenson

**COUNCIL MEMBERS:** Council Member Paul Glover  
Council Member Bonnie Billings  
Council Member Dustin Gettel  
Council Member Bryant Brown  
Council Member Heidi Robinson

**STAFF:** Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Jerimie Thorne, Deputy Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Laura Magness, Communications Director; Elizabeth Arnold, Senior Planner; Wendelin Knobloch, Planning Director; Kate Andrus, RDA Program Manager; Erinn Summers, Project & Policy Manager; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; and Josh Short, Junior Network Administrator.

**6:00 PM – WORKSHOP**

- Walking Tour of Main Street – The Mayor, Council, and staff went on a walking tour of Main Street.

**7:00 PM – REGULAR MEETING**

Mayor Marcus Stevenson called the business meeting to order at 7:03 p.m.

**I. GENERAL BUSINESS**

**A. WELCOME AND PLEDGE OF ALLEGIANCE**

**B. ROLL CALL** - Council Members Heidi Robinson, Dustin Gettel, Bryant Brown, Bonnie Billings, and Paul Glover were present at roll call.

**C. UNIFIED FIRE AUTHORITY REPORT – [Chief Brad Larson]**

Chief Brad Larson talked about recruitment and testing plans for the Fall. They have held two open houses for about 200 attendees that are interested in testing. They have also hired six new lateral firefighters; these firefighters come with experience and are already trained and able to start right away. He mentioned they have a new fire engine at Station 125, as well as two new ambulances.

Chief Larson reminded the community and citizens to use extreme caution with fireworks and obey the law concerning use of fireworks over this 24<sup>th</sup> of July holiday. There is some concern with the extreme heat and high winds that are expected for this holiday week. They will have crews out on patrol during that time to combat any fires that occur. He reported that there were two dumpster fires in Midvale over the 4<sup>th</sup> of July but, beyond those incidents the holiday weekend was calm.

Chief Larson reviewed the Quarterly Report. From April 1, 2024 to June 30, 2024, they responded to 926 total incidents, which represents 10% of total call volume. Overall, Station 125 ranked 3<sup>rd</sup> and Station 126 ranked 5<sup>th</sup>. The crews are very busy in Midvale and are doing a great job. He reviewed and explained additional details and statistics regarding response times and emergent calls.

Council Member Dustin Gettel asked if statistics are kept on how many times Narcan is used.

Chief Larson said that a meeting was held yesterday to see how this information can be tracked.

Mayor Marcus Stevenson added that Vanessa Guevara, Youth Violence Prevention Coordinator, is working on tracking the overdose trends and data.

The Chief presented the current safety message, urging adults to not leave children in cars during this hot weather. He reminded everyone that leaving a window cracked is not enough to avoid high temperatures in a vehicle; the temperature can rise by 20 degrees Fahrenheit in the first 10 minutes. He invited everyone to visit the UFA website for more safety tips and information.

Chief Larson read a statement from Captain Kelly Millard, Captain Millard wanted to share that Midvale has had several automatic aid fires that they are helping neighboring communities with. These incidents have given the new trainees valuable experience, he is also grateful for the new equipment, and they all appreciate the assistance they receive from UPD.

## **II. PUBLIC COMMENTS**

Michelle Ernest Cameron said their family just built three office warehouse buildings on the corner of Catalpa and Millennium, just south of Motel 6. The family has owned the property for about 25 years. She is here tonight to put a face to the property and buildings, they are a local family, actively involved in managing and maintaining the property, and plan to own those buildings for a very long time. They are looking for good tenants that will add to the community. They hope that the development of this corner will help discourage illegal activity there and add to the revitalization of this area of Midvale City.

Holly Ernest, father of Michelle Ernest Cameron, wanted to thank the support staff of Midvale City. The city employees have been helpful, supportive, and a delight to work with during the development process of this project.

### **III. MAYOR REPORT**

Mayor Marcus Stevenson said Midvale has been approved for about 3.5 million for state mitigation due to hosting the family shelter. He wanted to give a special thanks to Erinn Summers for completing and submitting the application; a board member remarked that Midvale's application was one of the best applications submitted. The Mayor recapped what these funds pay for: the shelter resource officer program, weekly cleanup on 7200 South, and help with launching a Pilot Program called 7200 South Business Reimbursement. This program will help businesses on that corridor with safety mitigation like fencing and cameras, and funds given directly to The Road Home.

He added that earlier this evening the Council walked Main Street and were able to see the new restaurants and buildings under development, it was exciting to see the progress.

The Mayor reported that as of July 1<sup>st</sup> Midvale City is fully separated and completely moved out of the Sheriff's office building. He also recognized Colleen Costello, who recently passed away. She served on the Midvale City Council for many years, 1997-2013, and on the Midvale City Planning Commission, 2014 - 2022. She was a sweet lady that approached everything with humor and grace; she will be missed.

### **IV. COUNCIL REPORTS**

- A. Council Member Bonnie Billings** – had nothing to report.
- B. Council Member Paul Glover** – said it is good to be back. He reported that he had a good trip.
- C. Council Member Heidi Robinson** - had nothing to report.
- D. Council Member Bryant Brown** – wished a Happy Birthday to Heidi Robinson. The Catalpa properties look nice, he really likes the landscaping. However, now that the fences are removed, the parking lot is full again with cars belonging to the Moda Apartments. The issue is not a lack of parking for the apartment tenants. He doesn't know why they use that lot. He said as the office buildings start looking for tenants the full parking lot is not going to help. He would like to see if there could be 45-degree parking put into an unused grass strip area. Doing this could help both the businesses and the apartments. The current parking situation just kills the look of the new development. It also looks like Motel 6 sold to Econolodge. He said it would be a good idea for the police chief and the new property owners to make sure they know each other.

Matt Dahl said that Chief Thomas has already been in contact with the new owners. The unused grassy piece of property is owned by UDOT but said he would look into what can be done.

Council Member Bryant Brown thanked staff for setting up the tour of Main Street. He is very impressed with what is happening on Main Street. Everything he's wanted is happening, and Main Street is becoming something we can all be proud of. The Hall of Honors Honoree selected is Hal Hale, professional basketball player and coach. He is also the first professional athlete from Midvale. He currently resides in his childhood home in Midvale.

**E. Council Member Dustin Gettel** – said he had a discussion with residents behind Top Golf, and they have some specific amendments to the Riverwalk Overlay they are interested in the City Council adopting. He also recognized Colleen Costello and expressed his sadness for her passing.

**V. CITY MANAGER REPORT**

A. Matt Dahl, City Manager said in August there are three meetings scheduled due to the Truth in Taxation hearing on August 13<sup>th</sup>. The Council was hoping to eliminate the August 6<sup>th</sup> meeting; however, there are a few items that need to be addressed. The plan is to keep the agenda for the August 6<sup>th</sup> meeting as lean as possible, eliminating the workshop, to avoid a long meeting. August 20<sup>th</sup> will be a regular Council meeting. He reported that on July 4<sup>th</sup> there was a significant amount of vandalism at the City parks. It took a lot of work by the public works department to clean up the graffiti and repair the equipment. He expressed his appreciation to the public works department and said they will be making some security changes for the 24<sup>th</sup> of July by increasing UPD patrols and shutting off the splash pad earlier that evening. He announced that Detective Mark Utley, Code Enforcement Officer, has taken another job as SRO at the middle school and elementary schools. He has done an excellent job for the City. We are lucky he is staying in the City, but the City will experience a transition in the code enforcement officer position in August.

Kate Andrus updated the Council on the City Hall Plaza project. She reported that the sidewalk is complete on the North Holden portion of the project, they are currently working on landscaping and installing a rail on the sidewalk and have started the demolition of the median on Holden Street. Construction on the North side will begin soon.

**VI. PUBLIC HEARING**

**A. CONSIDER A FINAL SUBDIVISION REQUEST FOR AN 18-UNIT TOWNHOME DEVELOPMENT LOCATED AT 160 E 7200 S IN THE MIXED-USE/7200 SOUTH OVERLAY (MU/7200S) ZONE.**

Elizabeth Arnold said the rezone and development agreement for this project were approved by the City Council on June 21, 2022. The Site Plan for the project has been approved as required by the development agreement, and now the Final Subdivision is moving forward to allow for individual ownership.

This proposal has been reviewed by Planning Staff, the City Engineer, and the Unified Fire Authority for compliance with the respective guidelines, policies, standards, and

codes. Staff finds the proposal complies with requirements outlines in Midvale City Municipal Code for minor subdivisions (16.04.050) and the lot development standards of the MU (17-7-5) and 7200 S Overlay (17-7-6) zone. These are the zoning laws that the project was vested under.

Public notice has been sent to property owners within 500 feet of the subject parcel. No written objections have been received as of the writing of this report.

### **STAFF RECOMMENDATION**

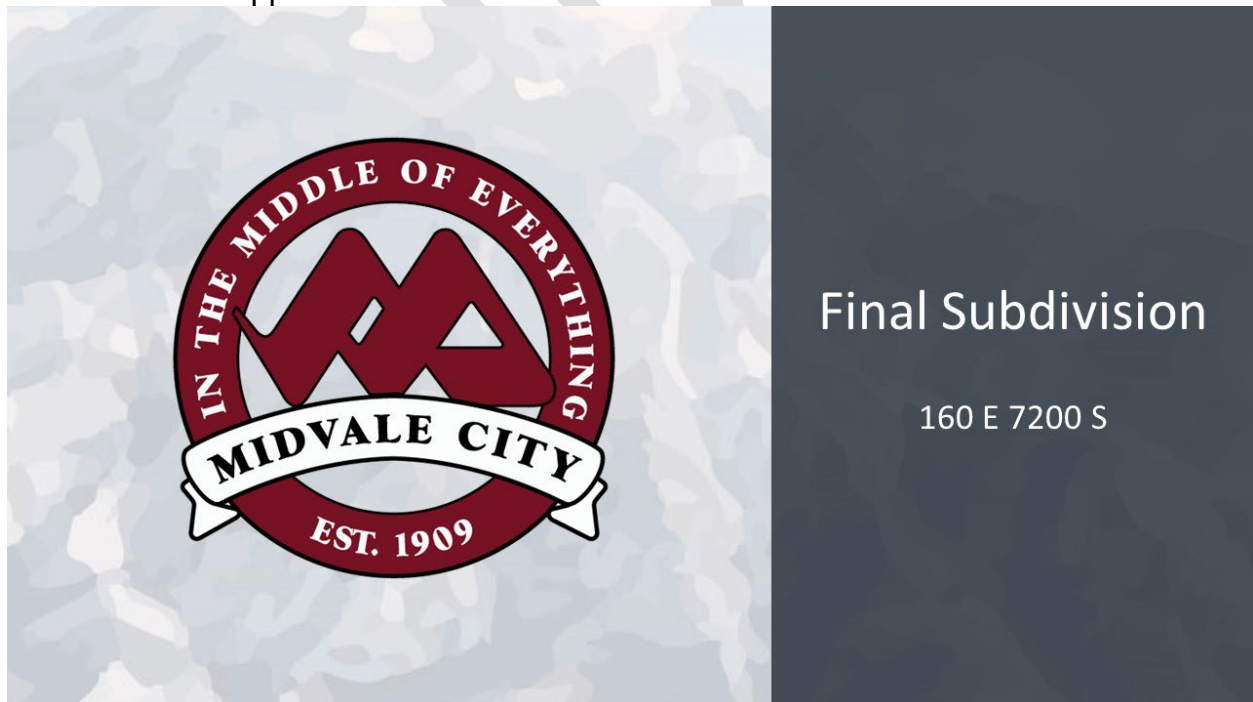
Based on compliance with the requirements of Chapter 16.04.050, 17-7-5, and 17-7-6 of the Midvale City Municipal Code demonstrated in the application or addressed by the inclusion of conditions of approval, Staff recommended the City Council approve the final subdivision with the following findings:

#### *Findings:*

1. The application is for a final subdivision to allow for an 18-unit townhome development located at 160 E 7200 S.
2. The project complies with the minor subdivision procedure outlined in Midvale City Code 16.04.050 and the lot development standards of the MU (17-7-5) and 7200 S Overlay (17-7-6) zone. These are the zoning laws that the project was vested under.

### **Planning Commission Recommendation**

Recommended approval.





**MOTION:** Council Member Dustin Gettel **MOVED** to close the public comment. The motion was **SECONDED** by Council Member Paul Glover. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

**ACTION:** Approve Final Subdivision Request for an 18-Unit Townhome Development located at 160 E 7200 S in the Mixed-Use/7200 South Overlay (MU/7200S) Zone.

**MOTION:** Council Member Bryant Brown **MOVED** to Approve the Final Subdivision Request for an 18-Unit Townhome Development located at 160 E 7200 S with the findings included in the staff report. The motion was **SECONDED** by Council Member Paul Glover. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The Voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

**VII. CONSENT AGENDA**

**A. CONSIDER MINUTES OF June 18, 2024**

**MOTION:** Council Member Paul Glover **MOVED** to Approve the Consent Agenda. The motion was **SECONDED** by Council Member Bonnie Billings. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

**VIII. ACTION ITEMS**

**A. CONSIDER RESOLUTION NO. 2024-R-37 ADOPTING AMENDMENTS TO THE MIDVALE CITY POLICIES AND PROCEDURES MANUAL.**

Rori Andreason said amendments to the Midvale City Policies and Procedures were discussed with the Council on June 18, 2024. Suggested additions or amendments to the proposed policies and procedures by the City Council have been incorporated in the attached document. As discussed, the Midvale Policies and Procedures Manual has undergone a comprehensive reformatting and rewriting process. This update

incorporates much of the existing content while also introducing new sections to better address our current needs and regulatory requirements.

The manual has been reorganized to improve clarity and ease of use, ensuring that all policies and procedures are accessible and comprehensible. While much of the original information remains, it has been rewritten for greater precision and relevance to our current operational environment. Several new policies have been added to reflect recent legislative changes and best practices in municipal governance.

A Resolution has been prepared for Council consideration approving the Amended Midvale City Policies and Procedures Manual as presented.

Rori Andreason said there were a few additional changes made to the manual. The Elected Officials were added to the Anti Nepotism policy, the parental and caregiver leave was increased to 240 hours, the travel policy was reworded for clarity, the observation of Juneteenth was changed to June 19<sup>th</sup> and paragraph item i concerning the State's observance schedule was eliminated, and the Education Reimbursement policy was adjusted to \$3000 per year.

Council Member Dustin Gettel said he appreciated the parental and caregiver leave increase. He would like to see an actual policy on allowing remote workers to do so on bad air days so employees know exactly what to expect.

Matt Dahl said he would like to make it clear in a policy regarding bad air days that remote workers can work from home but, they will still be required to attend scheduled meetings. He asked if the Council could approve the changes to the policies and procedures manual and bring back the bad air day policy as a new policy.

**MOTION:** Council Member Dustin Gettel MOVED to Approve Resolution No. 2024-R-37 Adopting Amendments to the Midvale City Policies and Procedures Manual. The motion was **SECONDED** by Council Member Bonnie Billings. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

**B. CONSIDER ORDINANCE NO. 2024-O-20 ESTABLISHING A TEMPORARY LAND USE REGULATION RELATING TO CHAPTER 17-7-17, TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE (TODO), OF THE MIDVALE MUNICIPAL CODE.**


Adam Olsen said staff proposes establishing a temporary land use regulation to the Transit-Oriented Development Overlay Zone (TODO) of the Midvale Municipal Code (Chapter 17-7-17). The temporary land use regulation will allow staff to draft amendments to reflect recommendations of the recently approved station area plans for both the Midvale Ft. Union and Midvale Center stations. A key element of the station area plans recommends amending the TODO to allow increased density while providing meaningful mixed-use and activated, open spaces. Amendments will address these items and will affect issues such as setbacks and height, while considering effects on adjacent land uses; providing sufficient buffering measures where needed. In addition, staff will propose areas within the overlay where mixed-use is required as a condition of development; other areas within the overlay encouraging mixed-use as an incentive for increased density.

Staff is in the process of drafting amendments to the TODO. Upon completion, these will be taken to the Planning Commission for recommendation and then to Council for approval.

The temporary land use regulation will allow continued work on the amendments while halting any potential development applications that should be submitted prior to the amendments being finalized. The temporary land use regulation will be in effect for 180 days.

**STAFF RECOMMENDATION**

Approval of the temporary land use regulation.



Ordinance No. 2024-O-20  
Temporary Land Use  
Regulation -- TODO

## TODO Revisions

- Recently approved Station Area Plans recommend amendments to TODO to address:
  - Increased Density Opportunities
  - Mixed-Use Requirement in certain areas
  - Setbacks & Height
- Staff is drafting amendments to TODO
- Temporary Land Use Regulation allows staff to continue amendment process

Council Member Bryant Brown referenced an article put out by UTA concerning multiple cities plans. Many people compared Midvale City's TODO study to West Jordan City's TODO study. He would like to see some public education on the process.

**MOTION:** Council Member Heidi Robinson **MOVED** to Approve Ordinance No. 2024-O-20 Establishing a Temporary Land Use Regulation relating to Chapter 17-7-17, Transit-Oriented Development Overlay Zone (TODO), of the Midvale Municipal Code. The motion was **SECONDED** by Council Member Bryant Brown. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

**C. CONSIDER RESOLUTION NO. 2024-R-38 AUTHORIZING THE MAYOR TO COMPLETE THE PARTICIPATION FORMS ON BEHALF OF MIDVALE CITY AND JOIN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH KROGER.**

Garrett Wilcox said Midvale City has been approached by the Utah Attorney General's Office about participating in another national opioid settlement. This proposed settlement

would resolve opioid litigation between the State of Utah and many of Utah's counties with Kroger. The State and the counties will receive these funds because they provide health services related to the opioid epidemic. Although municipalities will not be receiving any of the settlement funds, they stand to benefit from the additional services and resources provided by the counties and the State from the settlement funds.

The final settlement amount will be determined based on the amount of participation by Utah's political subdivisions. If all counties and cities participate, Utah will receive at least \$44 million to address the epidemic.

In order to maximize the potential settlement amount, Midvale must participate in the settlement. Midvale may participate in the settlement by executing and submitting a provided participation form no later than August 12, 2024. By participating in the settlement, the City will waive all of its rights to individually sue any of the involved companies for opioid epidemic-related issues. Additional information about the settlement can be found at: <https://nationalopioidsettlement.com/>.

Midvale has previously participated in other opioid national settlements in coordination with the Utah Office of the Attorney General. On December 14, 2021, the City Council approved Resolution No. 2021-R-40 authorizing Mayor Hale to register the City in the national opioid settlement with McKesson, Cardinal Health, AmerisourceBergen, Janssen Pharmaceuticals, and Johnson & Johnson. On April 4, 2023, the City Council approved Resolution No. 2023-R-14 authorizing Mayor Stevenson to register the City in the national opioid settlement with Allergan, Teva, CVS, Walgreen's, and Walmart. And on February 20, 2024, this City Council authorized staff to submit a ballot on behalf of Midvale City for the Endo International PLC proposed Chapter 11 Plan of Reorganization in coordination with the Utah Office of the Attorney General. In each of these instances, the settlement amount available to the State and counties was directly dependent on the number of municipalities who joined the settlement.

#### **STAFF RECOMMENDATION**

Staff recommended approval of Resolution No. 2024-R-38 which authorizes the Mayor to complete the participation forms on behalf of Midvale City and join the opioid settlement with Kroger.

Council Member Dustin Gettel asked if any funds the city may receive can be used to hire more law enforcement officers, he disagrees with using the money for that. He asked what the impact on the other participants would be if Midvale City chose not to participate.

Garrett Wilcox explained that Midvale City has a marginal role in decisions regarding how the money can be used. Garrett explained that the impact of not participating would be marginal.

**MOTION: Council Member Bryant Brown MOVED to suspend the rules and Approve Resolution No. 2024-R-38 Authorizing the Mayor to Complete the Participation Forms on Behalf of Midvale City and Join the New**

**National Opioids Settlement with Kroger. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:**

<b>Council Member Bonnie Billings</b>	<b>Aye</b>
<b>Council Member Paul Glover</b>	<b>Aye</b>
<b>Council Member Heidi Robinson</b>	<b>Aye</b>
<b>Council Member Bryant Brown</b>	<b>Aye</b>
<b>Council Member Dustin Gettel</b>	<b>Aye</b>

**The motion passed unanimously**

**IX. DISCUSSION ITEMS**

**A. DISCUSS UPDATE TO ENTRYWAY MONUMENT**

Adam Olsen said the Entry Monuments project has been ongoing for nearly a year. In August 2024, the City contracted with Consor to undertake the project with the goal of establishing cohesive, notable, entry monuments along key corridors and in select locations entering the City. Locations for monuments include entry points along main corridors such as State Street, Union Park Ave., and Ft. Union Blvd.; the report includes all proposed locations.

In December 2023, Consor presented during work session a colorful arts and cultural option for monument design to Council, having both a primary (horizontal) and secondary (vertical) concept--the primary (horizontal) option for placement in areas with greater space and the secondary (vertical) option for placement in more constrained areas.

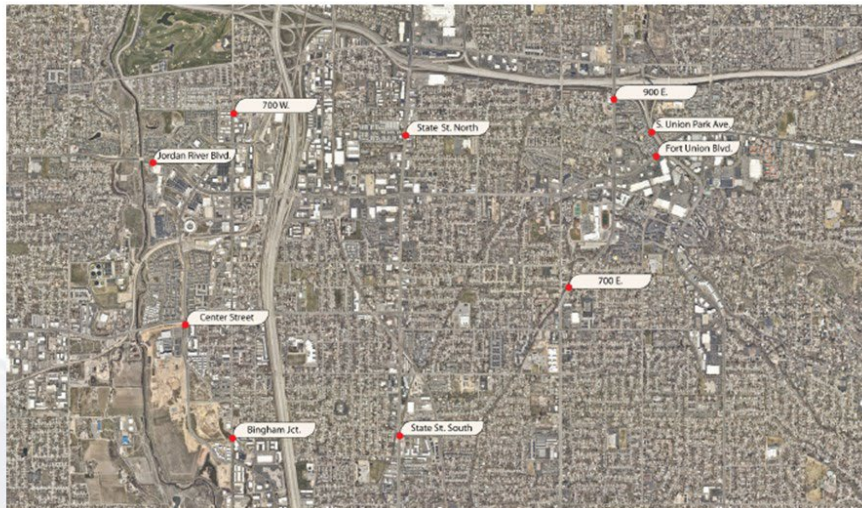
Feedback from Council and the public indicated a desire for a slightly muted arts and cultural theme, reducing the number of colors used in the lettering of the monument to create a more cohesive design. Based on that feedback, Consor modified the preferred option to reduce the number of colors and simplify the base of the monument. A final monument design, including the primary (horizontal) and secondary (vertical) concept, is included in the final report. The final design reduces the number of colors and simplifies the base horizontal and vertical elements. Daytime and nighttime renderings are also provided.

The report also provides prioritization and implementation of entry monuments; the first three monuments being placed at: 1. Jordan River Blvd, 2. State Street north, and 3. S. Union Park Ave. (off-ramp at 215). Estimated cost for placement of these three is roughly \$154,000. The remaining monuments are prioritized with cost estimates.



## Entry Monuments Discussion

### Locations-Map



Horizontal Concept-Day



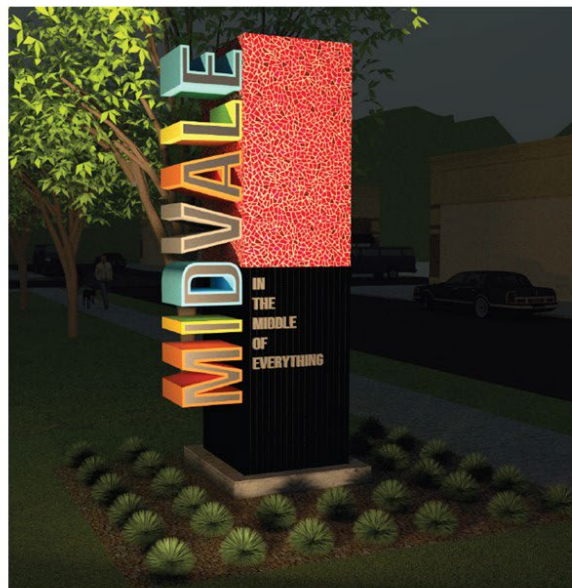
Horizontal Concept-Night



## Vertical Concept-Day



## Vertical Concept-Night



Council Member Bryant Brown suggested removing the word “In” from In The Middle of Everything.

Council Member Dustin Gettel also suggested removing the work “In” and putting “The Middle of Everything” in quotes.

Matt Dahl said he would like to look into the branding more before changing it.

## **B. DISCUSS COMMUNITY RENEWABLE ENERGY AGENCY PARTICIPATION**

Erinn Summers said The Community Renewable Energy Agency (Agency), also known as Utah Renewable Communities Program, was established under HB411, in 2019 (Utah Code Ann. § 54-17-901). The Agency is an interlocal entity, made up of Utah communities who have their electricity provided entirely, or in part, by Rocky Mountain Power (RMP). The Agency collaborates directly with RMP to provide net- 100% renewable electricity by 2030 to participating communities. The renewable energy assets needed for the program must be acquired through a competitive solicitation process (such as a request for proposals) and must provide RMP with the option to own or purchase the assets. The Agency will not own any assets, including real property (as per section 12e of the interlocal agreement). The cost for obtaining and maintaining the assets will be covered through the participating customer rates, and not by the Agency members. Each member of the Agency is responsible for paying a portion of the organization's operational costs (legal and technical consultants, RMP program design and filing, etc.), which is calculated by both population and electricity usage. Participating customers in member communities will see anywhere from \$2 to \$7 extra in their monthly energy bills due to the higher price of renewable energy production, unless they are a part of the Low-Income Lifeline Program (LILP). LILP enrollees will receive a credit on the monthly bill to offset the increase in cost from the program. RMP customers in member communities who are not interested in participating in the program will have the opportunity to opt-out of the program.

The interlocal agreement has a term of 50 years, and the utility agreement with RMP will remain in effect as long as the program is in effect and the communities have residents who are participating customers. Entities can withdraw from the Program with 30 days' notice prior to the passage of an ordinance. After a community passes the Utah Renewable Communities Program ordinance, a community can withdraw from the interlocal if the governing body stops allocating funds toward the program. In the event of a withdrawal from the program, any payments already made will not be refunded. Should the Agency dissolve, any unspent fund balances will be returned to the communities.

On June 18, Midvale City Council passed Resolution 2024-R-26 authorizing Mayor Stevenson to submit an application on behalf of Midvale City. If Midvale City is interested in joining the Agency, Midvale will need to sign onto the interlocal agreement and utility agreement, pay a \$11,000 fee, and appoint a representative to the Agency board, by August 31, 2024. Midvale City will have to pay an additional \$11,000 fee by August 31, 2025, as well as pass an ordinance affirming it's participation in the program.

Midvale City Staff will continue to research what joining the Agency would mean for the City and its residents. Staff plan to return to City Council for further discussion and action regarding participation in the Agency on August 20, 2024.



## Community Renewable Energy Program

**The Community Renewable Energy Program (Agency) was established in 2019 through legislation (HB 411; § 54-17-901) enabling communities to form an interlocal entity to collaborate directly with Rocky Mountain Power (RMP) to provide participating communities net-100% renewable energy by 2030.**

- Each member is responsible for paying a portion of the Agency's operational costs.
- Participating community members can expect to see \$2 to \$7 increase in their monthly power bill – all community members will have the opportunity to opt out.
  - Low-income participants receive a monthly credit to offset the increase.

## Community Renewable Energy Program

- On June 18, 2024, City Council approved Resolution 2024-R-36 authorizing the Mayor to submit an application for Midvale to become a Prospective Party of the Community Renewable Energy Program.
  - The non-binding application does the following:
    - Authorizes the Agency to request, from RMP, on behalf of the City:
      - the number of customers served at each rate schedule,
      - monthly kWh load for each customer class,
      - and a ten-year forecast for each customer class.
    - Indicates an interest in participating in the Agency.
  - The data will be shared with Midvale staff over the coming weeks.

## After the Application?

**If Midvale City is interested in joining the Agency, Midvale City must execute the following by August 31, 2024:**

- Sign onto the interlocal agreement and the utility agreement,
- Pay the initial fee of \$10,942.10 (one of two, the second payment is due August of 2025),
- Appoint a representative to the Board (via resolution or a signed letter from the Mayor),
- Approve a plan for low-income assistance,
- Submit a geographical map of Midvale to the Agency.

## Community Renewable Energy Agency Interlocal Agreement

- Term: 50 years
- Purpose: establish an interlocal entity and decision-making process for Program design, cost share allocation, resource solicitation and acquisition, and other Program issues, enabling communities to implement the Program in their respective communities.
- Withdrawal: Before passing the ordinance, member communities can withdraw from the Agency with 30-days notice.
  - No refunds
  - Failure to Appropriate Funding: should a community's governing body fail to appropriate funding, the community will be withdrawn from the Agency (and will not be considered in breach of the agreement).
- Dissolution: Any unspent funds will be returned to member communities.

## Community Renewable Energy Agency Utility Agreement (and MOU)

- Term: As long as the program is active and there are participating customers.
- Purpose:
  - Member Communities are agreeing to pay actual cost for the 2 sets of notices which RMP will send out to all customers in the boundaries of the community.
  - The Agency will pay up to \$200,000 for third-party experts for Program Design and implementation.
  - RMP will notify eligible customers and administer the Program.

## Community Renewable Energy Agency Next Steps

- The Agency is preparing to go to solicitation through a request for proposals to obtain a Power Purchasing Agreement (PPA) for a renewable energy plant which can connect to RMP's grid.
  - RMP or the third-party will retain ownership of the plant.
  - The premium for the power will be covered through the extra \$2-\$7 monthly from participating customers.
- After there is a PPA in place, the Agency and RMP will take the Program Design and agreements to the Utah Public Service Commission, which must approve the Program.
  - Once the approved program comes through, communities will have 90 days to adopt the ordinance.
  - If the Commission denies the Program, the agreements are terminated.

Council Member Dustin Gettel believes there are multiple programs similar to this that people can enroll in. He is concerned with the long lease, and how complicated the program is. He also doesn't like that if the city opts in they are also opting all Midvale residents in.

Erinn Summers said that notification of participation in the program is sent separately from the Rocky Mountain Power Bill and there is an option to opt out of the program.

Mayor Stevenson said that his Rocky Mountain Power bill states that there are no blocks available to purchase, possibly address specific.

Council Member Dustin Gettel said he likes the idea of the program but doesn't like the opt in/opt out aspect.

Council Member Paul Glover said he would like to opt in instead of opt out. He also doesn't like that the costs aren't clearly stated.

Erinn Summers stated that the City has paid \$100 for the application.

Council Member Bryant Brown said he is undecided on the plan as it is right now and doesn't mind looking at it, but he is skeptical at this point. He also doesn't like the need to opt out.

Council Member Paul Glover said he believes that the program would need 100% participation to operate at the unit price that was initially presented.

Matt Dahl said its his understanding that the majority of the Council members are on board with exploring the program further.

**MOTION:** Council Member Dustin Gettel **MOVED** to recess to hold the RDA meeting. The motion was **SECONDED** by Council Member Paul Glover. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The Council recessed at 8:51 and reconvened at 9:25 p.m.

**X. CLOSED SESSION TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY**

**MAYOR:** Mayor Marcus Stevenson

**COUNCIL MEMBERS:** Council Member Paul Glover  
Council Member Bonnie Billings  
Council Member Dustin Gettel  
Council Member Bryant Brown  
Council Member Heidi Robinson

**STAFF:** Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Nate Rockwood, Assistant City Manager; Adam Olsen, Community Development Director; and Erinn Summers, Project and Policy Manager.

**MOTION:** Council Member Dustin Gettel **MOVED** to go into a closed session to discuss the purchase, exchange, or lease of real property. The motion was **SECONDED** by Council Member Paul Glover. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously

The Council went into closed session at 9:27 p.m.

**MOTION:** Council Member Dustin Gettel **MOVED** to reconvene into open session. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The Council reconvened into open session at 9:52 p.m.

#### **XI. ADJOURN**

**MOTION:** Council Member Paul Glover **MOVED** to adjourn the meeting. The motion was **SECONDED** by Council Member Dustin Gettel. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 9:52 p.m.

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**Rori L. Andreason, MMC**  
**H.R. DIRECTOR/CITY RECORDER**

Approved this 20th day of August, 2024



**CITY COUNCIL MEETING**  
*Minutes*

**Tuesday August 13, 2024**  
**Council Chambers**  
**7505 South Holden Street**  
**Midvale, Utah 84047**

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**MAYOR:** Mayor Marcus Stevenson

**COUNCIL MEMBERS:** Council Member Paul Glover  
Council Member Bonnie Billings  
Council Member Dustin Gettel  
Council Member Bryant Brown  
Council Member Heidi Robinson

**STAFF:** Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Laura Magness, Communications Director; Chief Randy Thomas, UPD; and Josh Short, Junior Network Administrator.

**6:00 PM – REGULAR MEETING**

Mayor Marcus Stevenson called the business meeting to order at 6:02 p.m.

- I. GENERAL BUSINESS**  
**A. WELCOME AND PLEDGE OF ALLEGIANCE**  
**B. ROLL CALL**

**II. PUBLIC COMMENTS**

Mike Hall, a 23-year Midvale resident, expressed concern over a policy change affecting his wife's gravesite at the Midvale City Cemetery. A rose bush that he planted at the gravesite 21 years ago was recently cut down. He said he was not aware that a small bush would be a problem and thought it was allowed. He called someone from the city and was told that some policies had changed. The second city employee he spoke to told him that this was never allowed. He would like the city to reconsider the policy and allow him to plant a small rose bush since it was allowed 21 years ago.

Matt Dahl told Mr. Hall that he would speak with him about this issue in the foyer after the Public Comment portion of the meeting has concluded.

**III. MAYOR REPORT**

Mayor Marcus Stevenson announced a reminder that the Midvale Family Resource Center has been renamed The Connie Crosby Family Resource Center, in honor of a

long-time youth advocate. He also thanked everyone for their participation at Harvest Days.

#### **IV. COUNCIL REPORTS**

**A. Council Member Bonnie Billings** – had nothing to report

**B. Council Member Paul Glover** – Thanked everyone for helping to put on Harvest Days. It was a good celebration and there were good block parties.

**C. Council Member Heidi Robinson** - had nothing to report

**D. Council Member Bryant Brown** – said he agreed with Council Member Glover regarding the block parties. The block party hosts all seemed very appreciative for everyone attending including police and fire. They appreciate the opportunity to speak with the city employees in a casual setting. One item that was repeatedly mentioned was the halfway house in his district. There is a need to look at these residences with reasonableness. Residents are concerned with the halfway house and whether their kids are safe. He suggested having some discussions about locations and distance from schools' requirements. These halfway houses are a commercial business operating out of a home, which can be regulated. He expressed his appreciation for staff working on Harvest Days.

**E. Council Member Dustin Gettel** – said he also deemed Harvest Days a success. He expressed compassion for Mr. Halls situation with the city cemetery and stated that he is willing to be the Council member to put a cemetery personal plant exception policy update on the agenda.

#### **V. CITY MANAGER REPORT**

**A. Matt Dahl, City Manager,** reported that lightning has hit a power pole in front of the public works building leaving part of Midvale without power.

#### **VI. PUBLIC HEARING**

##### **A. PUBLIC HEARING TO CONSIDER SETTING THE RATE OF TAX FOR CALENDAR YEAR 2024 AND LEVYING TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE CORPORATE BOUNDARIES OF MIDVALE CITY, UTAH.**

Mariah Hill said on June 18, 2024 the Midvale City Council voted to move into the Truth in Taxation process in order to generate sufficient revenue to cover the basic services provided by the City. In keeping with state law – the property tax increase was noticed by the County on July 26 and August 2 in the Deseret News and July 21 and July 28 in the Salt Lake Tribune. The City will notice the increase and the public hearing in the Salt Lake Tribune as well on August 11, 2024. The notice was also posted on various online noticing websites. This set of notices and the public hearing on August 13, 2024 satisfy the laws surrounding the Truth in Taxation process.

Staff proposes increasing the revenue generated by the Certified Tax Rate by \$370,145, a 11.92% increase. This is the amount of additional revenue needed to help fund the FY24 Unified Police Department Member Assessment increase of approximately \$1.7 million, provide appropriate COLA and merit increases to our staff, and continue to provide the same level of service to our residents.

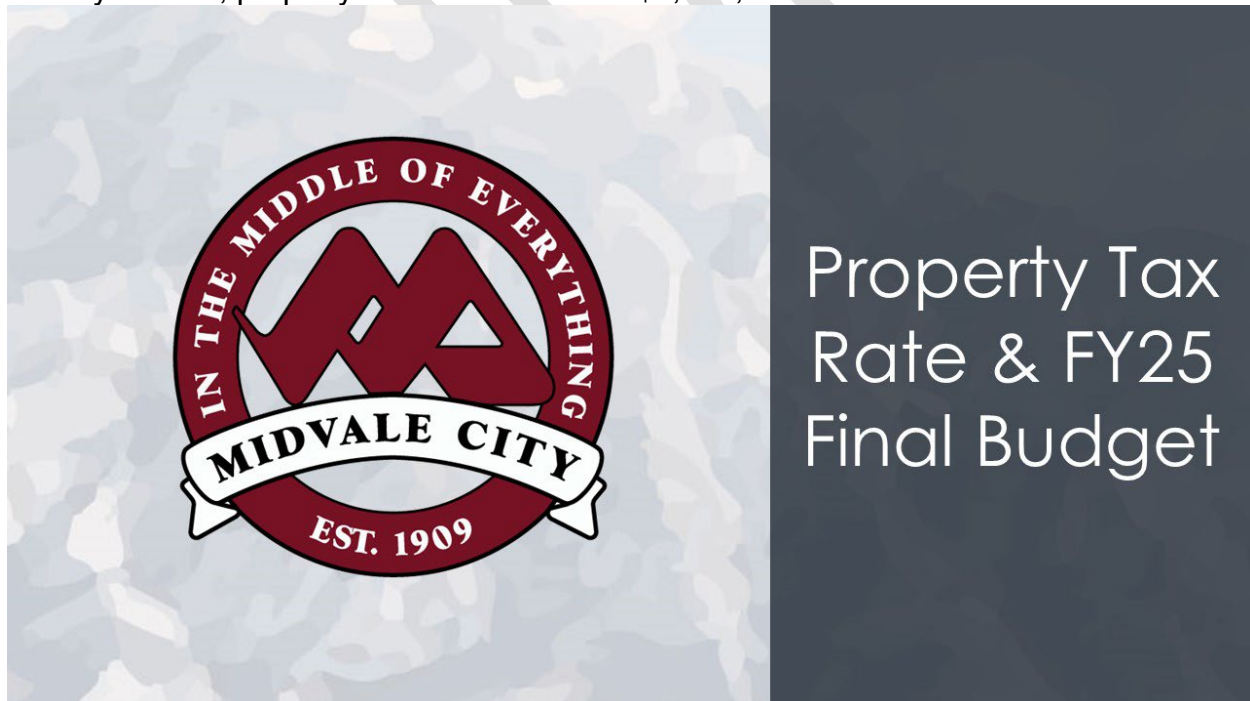
Property taxes will increase approximately \$26.11 per year for residential households of average value if the City Council approves this rate increase. After the conclusion of the Truth in Taxation public hearing, the City Council will vote on the proposed tax rate.

Additional information about the proposed fiscal year 2025 property tax revenue is below:

Certified Tax Rate Revenue	3,094,442
New Growth	0
Revenue from Proposed Tax Increase	<u>370,145</u>
	3,464,587

**FISCAL IMPACT:**

The proposed increased tax rate will generate \$3,464,587 in Property Tax revenue. This has already been included in the fiscal year 2025 budget. If the City Council chooses to not accept the proposed tax increase and adopt the initial rate calculated by the Salt Lake County Auditor, property tax revenue will be \$3,094,442.



## FY2025 Budget Timeline

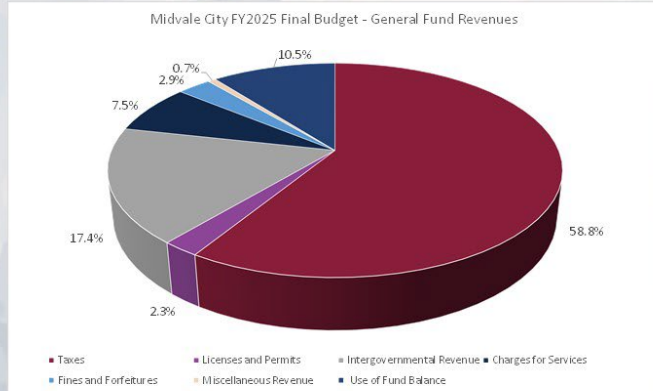


## General Fund

- **Total Revenues and Expenditures** - \$30,965,060 (11.29% increase from Amended FY24 Budget).
  - Projected new on-going funds - \$1,934,626
    - \$1.5 million is Homeless Mitigation Funding
  - Proposed Use of Fund Balance - \$3,257,413

# General Fund - Revenues

- Taxes - \$18.2 million
- Licenses and Permits - **\$710,000**
- Intergovernmental Revenue - \$5.37 million
- Charges for Services - **\$2.3 million**
- Fines and Forfeitures - \$885,000
- Miscellaneous Revenue - \$214,000
- Use of Fund Balance - \$3.3 million



FY2025 Final Budget Overview

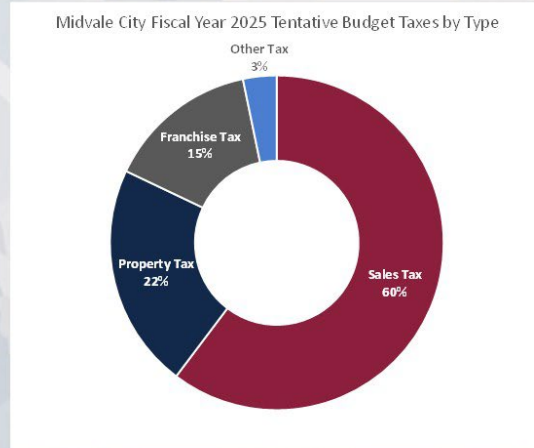
# General Fund – Revenues

Midvale City FY2025 Changes Since Tentative Budget					
Fund 10 - General Fund					
Account Description	FY2024 Amended	FY2025 Tentative	FY2025 Final	Difference	Percent Change
<b>Revenues:</b>					
Taxes	17,254,074	19,098,786	18,218,031	(880,755)	-4.61%
Licenses and Permits	830,000	730,000	710,000	(20,000)	-2.74%
Intergovernmental Revenue	4,293,430	3,876,626	5,373,653	1,497,027	38.62%
Charges for Services	2,375,539	2,349,528	2,307,028	(42,500)	-1.81%
Fines and Forfeitures	847,000	815,000	885,000	70,000	8.59%
Miscellaneous Revenue	172,978	173,935	213,935	40,000	23.00%
Use of Fund Balance	2,084,871	-	3,257,413	3,257,413	0.00%
Total Revenue Changes	\$ 27,857,892	\$ 27,043,875	\$ 30,965,060	\$ 3,921,185	14.50%
<b>TOTAL Final REVENUES</b>	<b>\$ 27,857,892</b>	<b>\$ 27,043,875</b>	<b>\$ 30,965,060</b>	<b>\$ 3,921,185</b>	<b>14.50%</b>

FY2025 Final Budget Overview

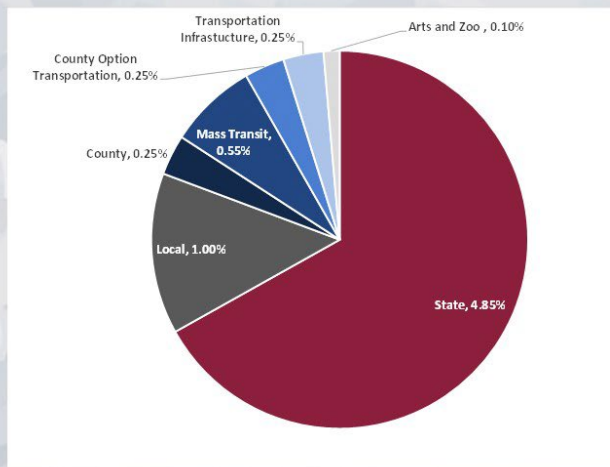
# General Fund – Tax Revenues

- Sales Tax - \$11.4 million
  - 1% Increase from FY23 Actuals
- Property Tax – \$3.46 million
  - 12% Property Tax Increase - \$376K (\$26 '24 Ave Household)
- Franchise Tax - \$2.52 million
  - \$250k Increase to reflect actuals
- Other Taxes - \$800,579
  - Delinquent Property Tax
  - Telecommunication Tax
  - Transient Room Tax
  - Motor Vehicle in Lieu of Tax



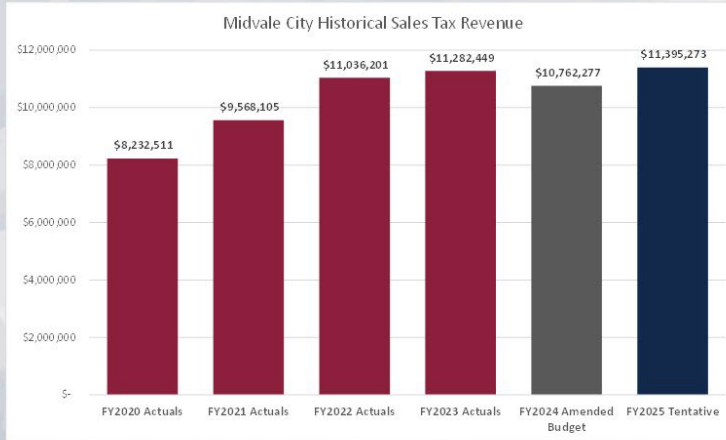
FY2025 Final Budget Overview

# Sales Tax Overview



FY2025 Final Budget Overview

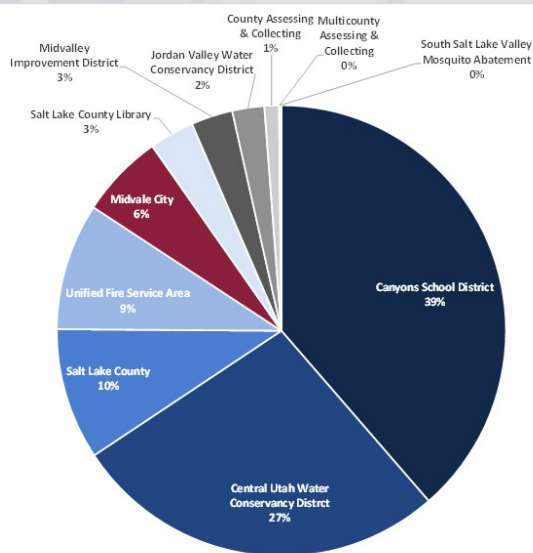
# Midvale City Sales Tax - \$11,395,273



- Distributed to the City monthly by the Utah State Tax Commission
- Two-month delay in distribution (e.g. May distribution is from March sales)
- Most susceptible tax to economic trends
- High spending in post-COVID years meant large sales tax increase
- Economy is showing a slowing in consumer spending
- FY2024 Year-To-Date is equal to FY2023 Actuals
- Projecting a 1% Increase from FY23 Actuals

## FY2025 Final Budget Overview

# Property Tax Overview



Taxing Entity	2023 Tax Rate	Dollar Amount of Taxes
Canyons School District	0.005705	\$1,374.33
Central Utah Water Conservancy District	0.004	\$963.60
Salt Lake County	0.001394	\$335.81
Unified Fire Service Area	0.001346	\$324.25
Midvale City	0.000892	\$214.88
Salt Lake County Library	0.000477	\$114.91
Midvalley Improvement District	0.000442	\$106.48
Jordan Valley Water Conservancy District	0.000341	\$82.15
County Assessing & Collecting	0.000155	\$37.34
Multicounty Assessing & Collecting	0.000015	\$3.61
South Salt Lake Valley Mosquito Abatement	0.000009	\$2.17
<b>TOTAL</b>	<b>0.014776</b>	<b>\$3,559.54</b>

\*Using 2023 Tax Rates as a reference because 2024 data is not available for all entities

# Property Tax Overview

2023 Tax Rates		2024 Tax Rates (CTR &TNT)	
Salt Lake City	0.003012	Salt Lake City*	<b>0.002755</b>
West Valley City	0.002758	West Valley City*	<b>0.002586</b>
Murray City	0.001513	Murray City	0.001722
West Jordan City	0.001499	West Valley City*	<b>0.001428</b>
Millcreek City	0.001431	South Jordan City	0.001367
South Jordan City	0.001425	Cottonwood Heights	0.001357
Cottonwood Heights	0.001422	Millcreek City	0.001344
Holladay City	0.001322	Holladay City	0.001249
Bluffdale City	0.001236	Draper City*	<b>0.001022</b>
Sandy City	0.001057	Sandy City	0.000988
Draper City	0.000896	Midvale City*	<b>0.000948</b>
Midvale City	<b>0.000892</b>	Bluffdale City	0.000923
Taylorsville City	0.000731	Taylorsville City	<b>0.000851</b>
Herriman City	0.000194	Herriman City	0.000187

\*Cities proposing to move into Truth-inTaxation as of 6/18/2024

# Property Tax Overview

How the City's property tax rate is calculated:

$$\frac{\text{Previous year property tax revenue} + \text{new growth}}{\text{Assessed property tax value}}$$

When assessed value goes up, tax rate goes down.

When assessed value goes down, tax rate goes up.

Assessed property tax value = Total assessed value less allowable exemptions

- Example – 45% residential exemption

If an entity wishes additional revenue, goes through a process called Truth in Taxation.

## 2024 Tax Year Information

- Total Taxable Value - \$3,653,414,656
- New Growth Value - \$0
  - RDA Growth was greater than other City growth
- Average Midvale Residential Value - \$470,000 (7.2% Increase)
- Average Taxable Residential Value (55%) - \$258,500

FY2025 Final Budget Overview

## Certified Tax Rate vs Proposed Tax Rate

### Certified Tax Rate

- Certified Tax Rate - .000847
- FY2025 Property Tax Revenue - \$3,094,442
- Average Residential Taxes - \$218.95

### Proposed Tax Rate

- Proposed Tax Rate - .000948
- FY2025 Property Tax Revenue - \$3,464,587
- Average Residential Taxes - \$245.06
  - \$26.11 Annual Increase
- 11.92% Increase

FY2025 Final Budget Overview

## Truth in Taxation Process

- June 18<sup>th</sup> – City adopted proposed tax rate.
- Newspaper Publication Notice of Public Hearings
  - Combined Salt Lake County Notice
    - Deseret News – July 26 and August 2
    - Salt Lake Tribune – July 21 and July 28
  - Midvale City Notice
    - Salt Lake Tribune – August 11
- Ads were also placed on multiple websites (Public Notice website, Utahlegals.com, etc.)
- Public hearing agenda only addresses tax increase, budget, and FY25 pay plan.
- Public hearing prior to adoption of tax rate – August 13 at 6PM

FY2025 Final Budget Overview

## General Fund – Expenditures

- Public Safety Increase - **\$1.85M** (Includes UPD, UFA, & Animal Control)
- Salary Increases - **\$192K** (3% COLA, 2% Merit, Market, Mid-Point)
- Benefit Increases - **\$93K** (2.5% Medical and 4.5% Dental Increase)
- IT Equipment Increase - **\$48K**
- Homeless Mitigation Business and Property Improvement Program - **\$200K**
- Liability Insurance Increase - **\$10K**
- City Hall Art Program - **\$5K**
- Communications Software - **\$12.5K**
- Software Cost Increases - **\$17K** (\$12K On-going)
- Event Software - **\$12K** (\$8K On-going)
- Operating Cost Increases - **\$42K**
- Building Official and Plan Review FTEs (Reduction in contract) - **\$278K**
- Grants - **\$130K** (Includes Boys & Girls Club, Arts Council, CBC, and Hillcrest Sports)

FY2025 Final Budget Overview

## General Fund – Expenditures Cont.

- Increase in Landscaping Contract (Mitigation Clean-Up) - \$20K
- Public Works Radios - \$65K
- Renewable Energy Program - \$20K
- Outside Legal Council - \$60K
- Harvest Days - \$90K
- Transfer to Capital Projects Fund - \$3.35M
- Departmental Operating Cuts – \$-35K

FY2025 Final Budget Overview

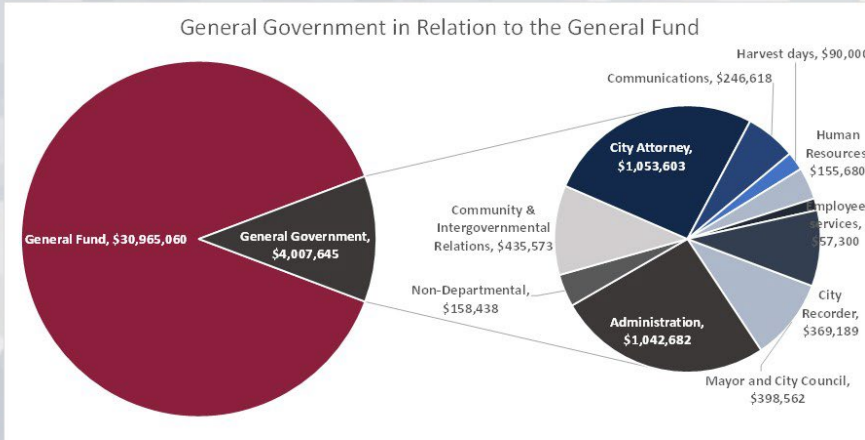
## General Fund – Expenditures

Midvale City FY2025 Changes Since Tentative Budget						
Fund 10 - General Fund						
Account Description	FY2024 Amended	FY2025 Tentative	FY2025 Final	Difference	Percent Change	
<b>Expenditures:</b>						
City Council - Salaries	176,003	186,656	185,487	(1,169)	-0.63%	
Non-Departmental - Postage	15,000	15,000	16,000	1,000	6.67%	
Non-Departmental - Insurance and Surety	68,800	78,800	63,800	(15,000)	-19.04%	
Comm Intergov - Business & Prop. Improv. Prog.	-	-	200,000	200,000	0.00%	
Public Safety - UPD Contract	11,951,605	13,731,877	13,676,984	(54,893)	-0.40%	
Finance - Salaries	269,292	259,329	249,240	(10,089)	-3.89%	
IT - Software	177,250	205,000	204,480	(520)	-0.25%	
Contributions - Transfer to Capital Projects	2,000,000	3,000,000	3,350,000	350,000	11.67%	
Contributions - Transfer to IT Fund	-	32,000	50,000	18,000	56.25%	
Contributions - Transfer to Telecomm Fund	695,612	678,841	692,985	14,144	2.08%	
PW Admin - Med/Safety Supplies	-	-	65,000	65,000	0.00%	
Facilities - Insurance-Property	36,800	36,800	65,000	28,200	76.63%	
Parks - Contract labor	330,000	330,000	350,000	20,000	6.06%	
Parks - Software	-	-	5,050	5,050	0.00%	
Benefits - Multiple Departments	2,445,921	2,556,337	2,578,840	22,503	0.88%	
Vehicle Operating Costs - Multiple Depts	224,224	242,476	235,155	(7,321)	-3.02%	
<b>Total Expenditure Changes</b>	<b>\$ 18,390,507</b>	<b>\$ 21,353,116</b>	<b>\$ 21,988,021</b>	<b>\$ 634,905</b>	<b>2.97%</b>	
<b>TOTAL Final EXPENDITURES</b>	<b>\$ 27,822,892</b>	<b>\$ 30,330,155</b>	<b>\$ 30,963,060</b>	<b>\$ 634,905</b>	<b>2.09%</b>	

FY2025 Final Budget Overview

## General Fund – General Government

Total Budget - \$4,007,645 (12.9% of GF)



↑ 5.4%

From FY2024 Amended Budget

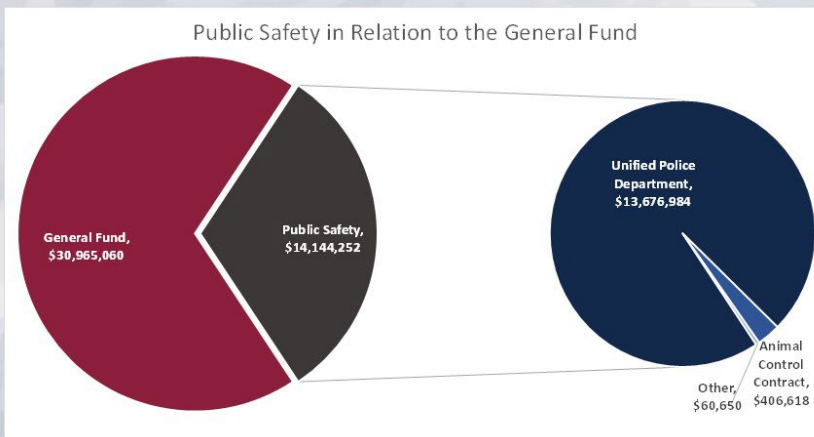
### Notable Requests

- Salary & Benefits Increases (All Depts) - \$82K
- New Communication Software - \$12.5K
- Renewable Energy Program - \$20K
- City Hall Art Program - \$5K
- Business & Property Improvement Program - \$200K

FY2025 Final Budget Overview

## General Fund – Public Safety

Total Budget - \$14,144,252 (45.68% of GF)



↑ 14.3%

From FY2024 Amended Budget

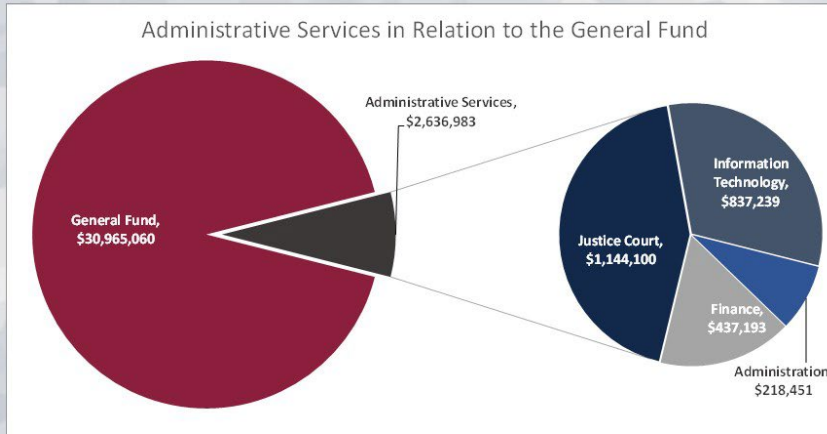
### Notable Requests

- 15% Increase from FY24 UPD Contract Budget - \$1.7M
- Increase in Animal Control Contract - \$64K

FY2025 Final Budget Overview

## General Fund – Administrative Services

Total Budget - \$2,636,983 (8.5% of GF)



↑ 1%

From FY2024 Amended Budget

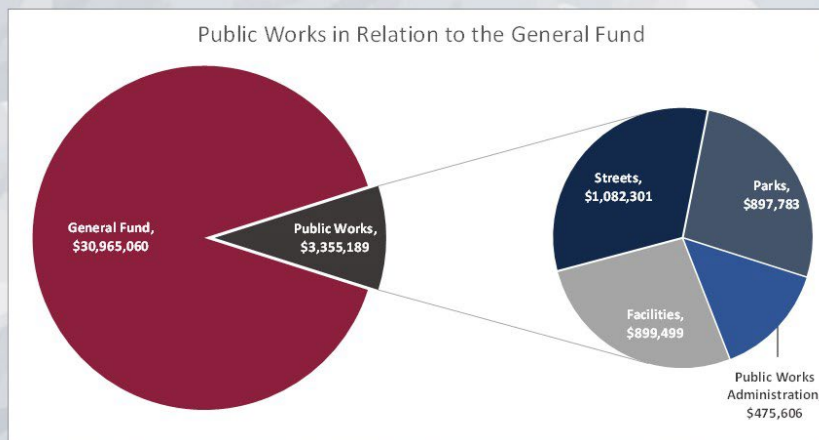
### Notable Requests

- Salary & Benefit Increases (All Depts) - \$68K
- Existing Software Increases - \$12K
- New Event Software - \$12K

FY2025 Final Budget Overview

## General Fund – Public Works

Total Budget - \$3,355,189 (10.8% of GF)



↑ 3.5%

From FY2024 Amended Budget

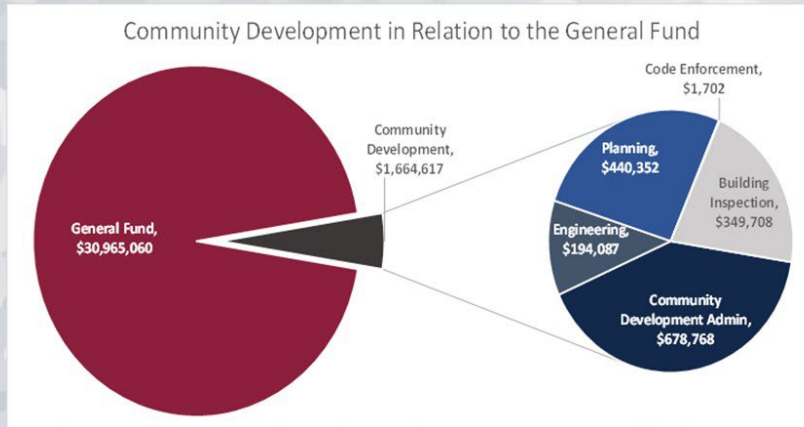
### Notable Requests

- Salary & Benefit Increases (All Depts) - \$101K
- Public Works Radios - \$65K
- Minor Operating Increases - \$6K

FY2025 Final Budget Overview

## General Fund – Community Development

Total Budget - \$1,664,617 (5.4% of GF)



0%

From FY2024 Amended Budget

### Notable Requests

- Salary & Benefit Increases (All Depts) - \$32K
- Addition of Full Time Building Official and Plan Reviewer - \$219K

FY2025 Final Budget Overview

## Debt Service Fund

Total Budget - \$1,757,672

### Revenues

- Transfer from General Fund – \$1.06M
- Developer Loan Payment - \$245K
- Transfer from RDA - \$449K

### Expenditures

- 2017 Sales Tax Bonds (Road Bond) - \$784K
- Lease payment to MBA (City Hall/Parks Bond) - \$279K
- CHG Parking Structure Loan (developer paid) - \$245K
- Zions Parking Structure Loan (RDA paid) - \$449K

FY2025 Final Budget Overview

# Capital Projects Fund

Total Budget - \$28,510,255

Sales Tax (\$1.03M)	HB244 & Financing (\$7.96M)	Interest Earned (\$100K)	Fund Balance & Homeless Mitigation Funding (\$350K)	Fund Balance & Financing (\$19M)	Grants (\$65K)
Sidewalk, Curb, & Gutter Replacement - \$215K	Stagg Street Infrastructure - \$6M	Facility Maintenance - \$75K	Rail Underpass Improvements (\$350K)	Public Works Facility (\$19M) GF \$3M, ARPA \$4M, CP \$3M, Financing \$9M	Porter Rockwell Trail Study - \$75K
Pavement Management - \$815K	Center Street Project - \$1.96M	City-Wide Mural Program - \$20K			

Changes Since Tentative:

- Increase in Transfer from GF (Homeless Mitigation Funding) - \$350K
- Increase in Facility Maintenance - \$35K
- Addition of Rail Underpass Improvements - \$350K

FY2025 Final Budget Overview

# Enterprise Funds

Water Fund – Changes Since Tentative

- Benefits increased \$1,212
- Vehicle Operating Costs decreased \$3,505

Sewer Fund – Changes Since Tentative

- Benefits increased \$775
- Vehicle Operating Costs decreased \$3,608

Storm Water Fund – Changes Since Tentative

- Benefits increased \$1,152
- Vehicle Operating Costs decreased \$4,949

Streetlight Fund – Changes Since Tentative

- Benefits increased \$18
- Professional Services Increased \$100,000 for a Streetlight Master Plan

FY2025 Final Budget Overview

## Internal Service Funds

### Fleet Fund – Changes Since Tentative

- Revenues: Decrease in Operating Revenues from Depts - \$20,000
- Expenditures: Decrease in Insurance Cost - \$20,000

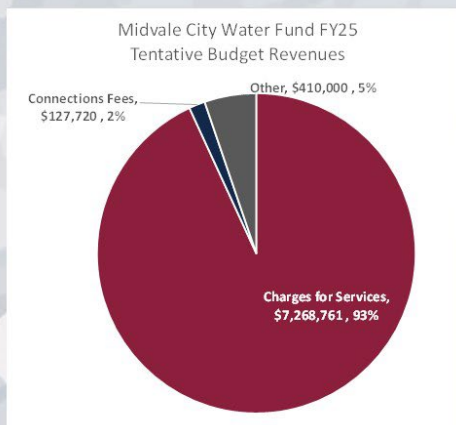
### Information Technology Fund – Changes Since Tentative

- Revenues: Increase in Use of Fund Balance (\$88) and Increase in Transfer from General Fund (\$18,000)
- Expenditures: Increase in Software for ESRI Software Implementation – \$18,000 One-Time

FY2025 Final Budget Overview

## Water Fund - Revenues

Total Revenues - \$7,806,481



↓ 48%

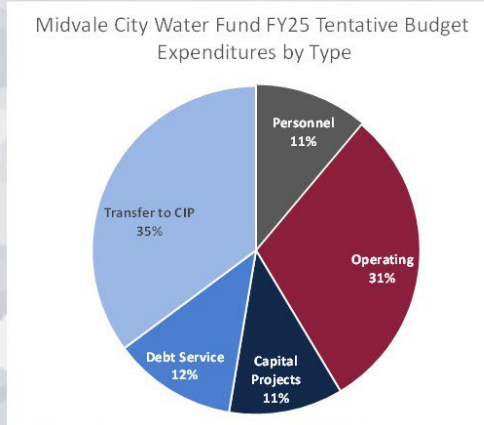
From FY2024 Amended Budget

- The Water Fund budget is prepared per the five-year Comprehensive Financial Sustainability Plan (CFSP) that was completed in FY2021.
- The Water Fund bonded in FY24.

FY2025 Final Budget Overview

## Water Fund - Expenditures

Total Expenditures - \$11,376,541



↓ 22%

From FY2024 Amended Budget

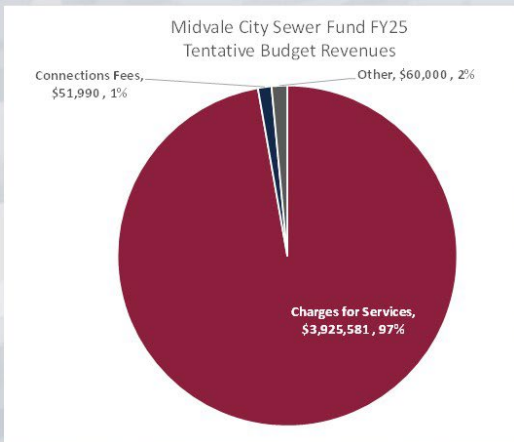
### Notable Requests

- Salary and Benefit Increases - \$167K
- Operating Cost Increases - \$39K
- JVVCD Contract Changes - \$132K
- Scheduled Capital Projects - \$1.3M
- ARPA Funds transferred to CIP for new Public Works Facility - \$4M

FY2025 Final Budget Overview

## Sewer Fund - Revenues

Total Revenues - \$4,037,571



↓ 25%

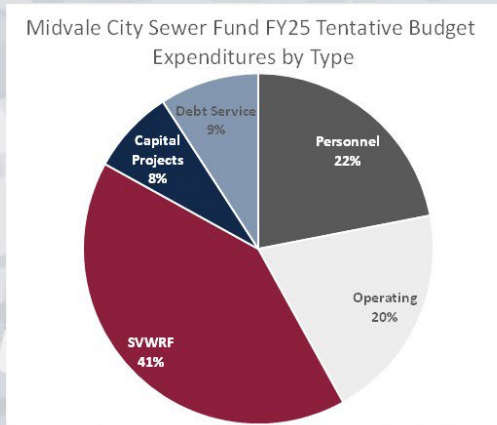
From FY2024 Amended Budget

- The Sewer Fund budget is prepared per the five-year Comprehensive Financial Sustainability Plan (CFSP) that was completed in FY2021.
- The Sewer Fund bonded in FY24

FY2025 Final Budget Overview

# Sewer Fund - Expenditures

Total Expenditures - \$3,762,661



↓30%

From FY2024 Amended Budget

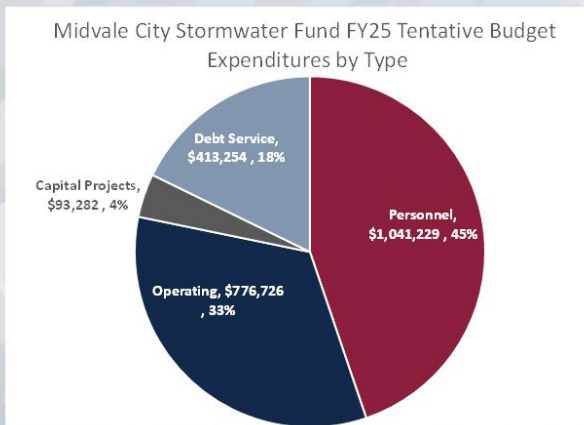
Notable Requests

- Salary & Benefit Increases - \$20K
- Operating Cost Increases - \$61K
- SVWRF Operating and Capital Increases- \$145K
- Scheduled Capital Projects - \$294K

FY2025 Final Budget Overview

# Storm Water Fund

Total Budget - \$2,324,490



↓4%

From FY2024 Amended Budget

Storm Water Master Plan & Rate Study currently underway.  
 Revenues include a 4% Increase in the Stormwater Fee. (9.00 to \$9.36)

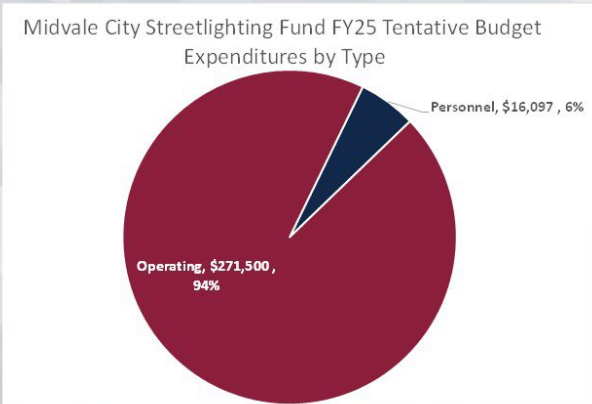
Notable Requests

- Salary & Benefit Increases - \$35K

FY2025 Final Budget Overview

# Street Lighting Fund

Total Budget - \$287,615



↓ 28%

From FY2024 Amended Budget

The Streetlight portion of the 2012 MBA Series Bond Matured in FY24. Maintaining streetlight fee (\$3) to fund a Master Plan, Capital Improvements, and a Rate Study

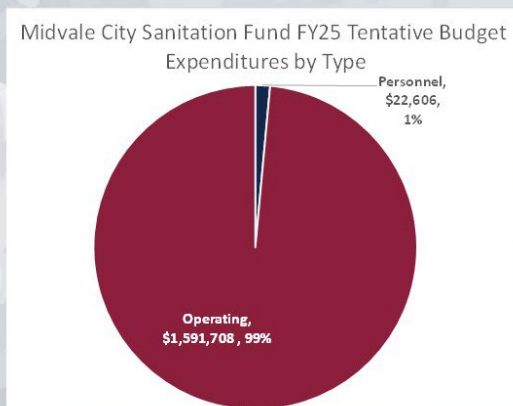
### Notable Requests

- Salary & Benefit Increases - \$1K
- Streetlight Master Plan & Rate Study - \$100K

FY2025 Final Budget Overview

# Sanitation Fund

Total Budget - \$1,615,314



↑ 7.2%

From FY2024 Amended Budget Expenditures

4% Increase in Sanitation Rates  
Garbage: \$12.11 to \$12.59  
Recycling: \$4.14 to \$4.31

### Notable Requests

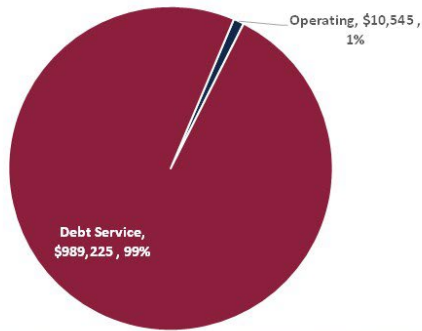
- Salary & Benefit Increases - \$1K
- Contract Increases - \$62K
- One-Time Tipping Fees - \$35K

FY2025 Final Budget Overview

# Telecommunications Fund

Total Budget - \$999,770

Midvale City Telecommunications Fund FY25  
Tentative Budget Expenditures by Type



↑2%

From FY2024 Amended Budget Expenditures

### Notable Requests

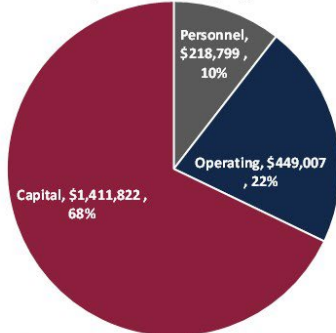
- UTOPIA Pledge Payments - \$989K

FY2025 Final Budget Overview

# Fleet Fund

Total Budget - \$2,059,159

Midvale City Fleet Fund FY25 Tentative Budget  
Expenditures by Type



↑2%

From FY2024 Amended Budget Expenditures

### Notable Requests

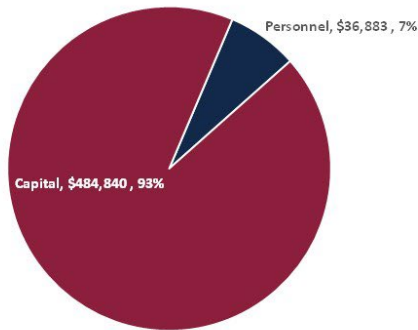
- Increases in Vehicle Operating Costs - \$22K
- Vehicle & Equipment Replacement- \$1.4M
- Decrease in Insurance (Change Since Tent.) - (-\$20k)

FY2025 Final Budget Overview

# Information Technology Fund

Total Budget - \$521,723

Midvale City Information Technology Fund FY25  
Tentative Budget Expenditures by Type



↑ 140%

From FY2024 Amended Budget Expenditures

### Notable Requests

- Moving City-Wide Software & Internet into IS Fund - \$18K
- Software Requests – ESRI Enterprise & Proof Point - \$67K
  - Community Development Software - \$200K
    - New Copiers - \$32K
    - Hardware Replacement - \$40K

FY2025 Final Budget Overview

Councilmember Paul Glover said he had a question about the zero new growth value.

Mariah Hill explained what that means and explained that she did call and check with the state tax commission to make sure her math was correct. She said she would continue to dig into how the calculations are done to provide a clearer explanation.

Councilmember Dustin Gettel clarified that RDA growth is city growth, stating that saying there has been zero growth is not accurate.

Mayor Stevenson stated that Unified Fire Authority was listed on the public safety piece of the budget and in the future it should be listed as Emergency Management since the City pays for UFA separately.

**MOTION:** Council Member Paul Glover **MOVED** to open the public comment portion of the public hearing. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

Diane Bjarnson, 7500 S 594 E, expressed concern with the tax increase and how difficult it is for senior residents. While comparing last year's tax bill to this year's tax bill, her taxes are increasing significantly due to the school district tax increase.

Councilmember Paul Glover pointed out that the City lowered the increase from what it initially showed on the tax notice.

Mayor Marcus Stevenson explained the original amount of the increase was 15%. Staff have been able to reduce that amount to just under 12%.

Council Member Dustin Gettel explained the increase for Midvale residents will be approximately \$26.00 a year.

Steve Anderson, 3<sup>rd</sup> East resident, said he came today because he was concerned with the proposed tax increase. His concern was with the growth and why Midvale was raising taxes. He is appreciative of the lower amount but would like to know more about the growth factor.

**MOTION:** Council Member Dustin Gettel **MOVED** to close the public hearing. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

**ACTION:** Consider Resolution No. 2024-R-39 Setting the Rate of Tax for Calendar Year 2024 and Levying Taxes upon all Real and Personal Property within the Corporate Boundaries of Midvale City, Utah.

**MOTION:** Council Member Dustin Gettel **MOVED** to Approve Resolution No. 2024-R-39 Setting the Rate of Tax for Calendar Year 2024 and Levying Taxes upon all Real and Personal Property within the Corporate Boundaries of Midvale City, Utah. The motion was **SECONDED** by Council Member Bonnie Billings. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

## VII. ACTION ITEMS

### A. **CONSIDER RESOLUTION NO. 2024-R-40 ADOPTING THE FINAL OPERATING AND CAPITAL BUDGETS FOR MIDVALE CITY, STATE OF UTAH, FOR FISCAL YEAR 2025.**

Mariah Hill said in adopting the FY 2025 budgets there are several procedural steps that you, as the City Council, are required to take to be compliant with state statute:

1. UCA 10-6-111(1) requires the Budget Officer (City Manager) to present a tentative budget for each fund within the City. The budgets must be submitted no later than the first regularly scheduled meeting in May. The City Manager and staff presented tentative

budgets for the City in a Public Hearing on Tuesday, May 7, 2024. We briefed you on the revenue estimates, provided an overview of the expenditures and presented budget highlights. A detailed budget was also made available on the City's website [www.midvale.utah.gov](http://www.midvale.utah.gov).

2. UCA 10-6-111(3) further requires the City Council to adopt the tentative budget at the first regularly scheduled board meeting in May, which you did.

3. Public hearings were held on May 7, 2024 and June 6, 2024.

4. A Resolution adopting the final budget for Midvale City is hereby presented for your consideration on Tuesday, August 13, 2024.

**FISCAL IMPACT:**

<b>FUND</b>	<b>REVENUES</b>	<b>EXPENDITURES</b>
General	\$30,965,060	\$30,965,060
Debt Service	\$1,757,672	\$1,757,672
Capital Projects	\$28,510,225	\$28,510,225
Water	\$7,806,481	\$11,376,541
Sewer	\$4,037,571	\$3,762,661
Storm Water	\$2,324,490	\$2,320,693
Sanitation	\$1,615,314	\$1,615,314
Street Lighting	\$424,263	\$287,615
Telecommunications	\$999,770	\$999,770
Information Technology	\$521,723	\$521,723
Fleet	\$2,059,159	\$2,059,627

**MOTION:** Council Member Heidi Robinson **MOVED** to Approve Resolution No. 2024-R-40 Adopting the Final Operating and Capital Budgets or Midvale City, State of Utah, for Fiscal Year 2025. The motion was **SECONDED** by Council Member Dustin Gettel. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	<b>Aye</b>
Council Member Paul Glover	<b>Aye</b>
Council Member Heidi Robinson	<b>Aye</b>
Council Member Bryant Brown	<b>Aye</b>
Council Member Dustin Gettel	<b>Aye</b>

The motion passed unanimously.

**B. CONSIDER ORDINANCE NO. 2024-O-21 ADOPTING THE MIDVALE CITY JOB CLASSIFICATION PLAN, SALARY PLAN, ELECTED OFFICIAL'S SALARIES, AND BENEFIT PACKAGE FOR FISCAL YEAR 2025.**

Rori Andreason said as part of the budget process, the employee job compensation plan, salary plan, elected official's salaries, benefits package for FY2025, and proposed salary adjustments need to be adopted. The Compensation Committee comprised of the City Manager, Assistant City Manager, Administrative Services Director, and Human Resources Director/City Recorder reviewed the compensation study in great detail. Four positions are proposed for market adjustments that have been identified as being more than 4% below market, which would make them eligible for an increase.

Elected official salaries are recommended to be adjusted in accordance with Chapter 2.12.14(B) of the Midvale City Municipal Code.

An ordinance adopting the Midvale City Job Classification Plan, Salary Plan, Elected Official's Salaries, and Benefits Package for FY2025 has been prepared for Council's consideration.

**MOTION:** Council Member Dustin Gettel **MOVED** to Approve Ordinance No. 2024-O-21 Adopting the Midvale City Job Classification Plan, Salary Plan, Elected Official's Salaries, and Benefit Package for Fiscal Year 2025. The motion was **SECONDED** by Council Member Paul Glover. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

### **VIII. ADJOURN**

**MOTION:** Council Member Paul Glover **MOVED** to adjourn the meeting. The motion was **SECONDED** by Council Member Dustin Gettel. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 6:52 p.m.

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**Rori L. Andreason, MMC**  
**H.R. DIRECTOR/CITY RECORDER**

Approved this 20th day of August, 2024



## MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: August 20, 2024

**SUBJECT: Consider Resolution No. 2024-R-41 Authorizing the Mayor to sign the Community Renewable Energy Agency Interlocal Agreement and Community Renewable Energy Program Agreement, Approving the Plan for Low-Income Assistance for Midvale, and Appointing Midvale City Representatives to the Community Renewable Energy Board.**

**SUBMITTED BY:** Erinn Summers, Project and Policy Manager

### **SUMMARY:**

The Community Renewable Energy Agency (Agency), also known as Utah Renewable Communities Program, was established under HB411, in 2019 (Utah Code Ann. § 54-17-901). The Agency is an interlocal entity, made up of Utah communities who have their electricity provided entirely, or in part, by Rocky Mountain Power (RMP). The Agency collaborates directly with RMP to provide net-100% renewable electricity by 2030 to participating communities. The renewable energy assets needed for the program must be acquired through a competitive solicitation process (such as a request for proposals) and must provide RMP with the option to own or purchase the assets. The Agency will not own any assets, including real property (as per section 12(e) of the interlocal agreement). The cost for obtaining and maintaining the assets will be covered through the participating customer rates and not by the Agency members. Each member of the Agency is responsible for paying a portion of the organization's operational costs (legal and technical consultants, RMP program design and filing, etc.), which is calculated by both population and electricity usage. Participating customers in member communities will see anywhere from \$2 to \$7 extra in their monthly energy bills due to the higher price of renewable energy production, unless they are a part of the Low-Income Lifeline Program (LILP). LILP enrollees will receive a credit on the monthly bill to offset the increase in cost from the program. RMP customers in member communities who are not interested in participating in the program will have the opportunity to opt-out of the program.

The interlocal agreement has a term of 50 years, and the utility agreement with RMP will remain in effect as long as the program is in effect and the communities have residents who are participating customers. Entities can withdraw from the Program with 30 days' notice prior to the passage of an ordinance. In the event of a withdrawal from the program, any payments already made will not be refunded. Should the Agency dissolve, any unspent fund balances will be returned to the communities.

On June 18, Midvale City Council passed Resolution 2024-R-26 authorizing Mayor Stevenson to submit an application on behalf of Midvale City. To move forward with joining the Agency, Midvale needs to sign onto the Community Renewable Energy Agency Interlocal Agreement and Community Renewable Energy Program Agreement, approve the Plan for Low-Income Assistance for Midvale, pay a \$11,000 fee, and appoint a representative to the Agency board, by August 31, 2024. Midvale City will have to pay an additional \$11,000 fee by August 31, 2025, as well as pass an ordinance outlining details of the final program, if the City Council determines that they want to implement the program.

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**STAFF'S RECOMMENDATION AND MOTION: I move to approve Resolution No. 2024-R-41 Authorizing the Mayor to sign the Community Renewable Energy Agency Interlocal Agreement and Community Renewable Energy Program Agreement, approving the Plan for Low-Income Assistance for Midvale, and appointing Midvale City representatives to the Community Renewable Agency Board.**

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**MIDVALE CITY, UTAH  
RESOLUTION NO. 2024-R-41**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE COMMUNITY RENEWABLE ENERGY AGENCY INTERLOCAL AGREEMENT AND COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT, APPROVING THE PLAN FOR LOW-INCOME ASSISTANCE FOR MIDVALE, AND APPOINTING MIDVALE CITY REPRESENTATIVES TO THE COMMUNITY RENEWABLE ENERGY AGENCY BOARD.**

**WHEREAS**, Midvale City (City) is a body corporate and politic of the State of Utah; and

**WHEREAS**, the Community Renewable Energy Agency (Agency) is an Interlocal Entity, formed by several public entities, which coordinates directly with Rocky Mountain Power (RMP), to provide net-100% renewable energy by 2030 to their respective communities, pursuant of the Interlocal Cooperation Act (Utah Code Ann. §11-13-102) and the Community Renewable Energy Act (Utah Code Ann. § 54-17-901); and

**WHEREAS**, when the Community Renewable Energy Act was initially enacted in 2019, it required municipalities adopt a resolution by December 31, 2019, to be eligible to join the Agency; and

**WHEREAS**, in 2024, the Utah State Legislature passed SB214, removing the deadline for municipalities to join the Agency; and

**WHEREAS**, on April 16, 2024, Midvale City Council passed a proclamation in support of the Community Renewable Energy Program, proclaiming that Midvale City “shall explore how to make the Community Renewable Energy Program available to Midvale City residents”; and

**WHEREAS**, on June 3, 2024, the Community Renewable Energy Board passed Resolution 24-05, formalizing the pathway for non-member municipalities to join the Agency; and

**WHEREAS**, on June 16, 2024, Midvale City Council authorized the Mayor to submit a non-binding Prospective Party Application to indicate interest in exploring what joining the Agency would look like for Midvale City; and

**WHEREAS**, Midvale City must sign onto the Community Renewable Energy Program Interlocal Agreement and Community Renewable Energy Program Agreement, approve the Plan for Low Income Assistance for Midvale, appoint board representatives, and pay a fee of \$10,942.10, by August 31, 2024, to remain a prospective party; and

**WHEREAS**, the Midvale City Council has determined that remaining a prospective party to the Agency is necessary and appropriate to provide Midvale residents with affordable renewable energy options; and

**WHEREAS**, the Midvale City Council has reviewed the Community Renewable Energy Agency Interlocal Agreement and Community Renewable Energy Program Agreement and find the terms in the agreements to be acceptable; and

**WHEREAS**, the Midvale City has prepared its Plan for Low-Income Assistance for Midvale; and

**WHEREAS**, the Midvale City Council has determined that Mayor Stevenson should be the Midvale City Representative on the Community Renewable Energy Agency Board, and that Erinn Summers should be the alternate representative on the Community Renewable Energy Agency Board.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH:**

- Section 1.** The City Council hereby authorizes Mayor Stevenson to sign the Community Renewable Energy Program Interlocal Agreement and Utility Agreement to join the Community Renewable Energy Agency.
- Section 2.** The City Council hereby appoints Mayor Stevenson as the Midvale City representative on the Community Renewable Energy Agency Board.
- Section 3.** The City Council hereby appoints Erinn Summers as the alternate Midvale City representative on the Community Renewable Agency Board.
- Section 4.** The City Council authorizes Midvale City to submit a payment of \$10,942.10 to the Agency prior to August 31, 2024.
- Section 5.** The City Council hereby approves the Plan for Low-Income Assistance for Midvale.
- Section 6.** This Resolution shall take effect immediately.

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of August, 2024.

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Marcus Stevenson, Mayor

ATTEST:	Voting by the City Council	“Aye”	“Nay”
	Bonnie Billings	_____	_____
	Paul Glover	_____	_____
	Heidi Robinson	_____	_____
	Bryant Brown	_____	_____
	Dustin Gettel	_____	_____

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Rori L. Andreason, MMC  
City Recorder

**INTERLOCAL COOPERATION AGREEMENT  
AMONG PUBLIC ENTITIES REGARDING THE  
COMMUNITY RENEWABLE ENERGY PROGRAM**

This Interlocal Cooperation Agreement (“Agreement”) is made among those public/governmental entities (“Listed Entities”) listed on Schedule 1 who have executed this Agreement and delivered the executed Agreement to the Secretary designated in Schedule 3 (“Secretary”). Each of the Listed Entities that duly executes and delivers this Agreement and that continues to indicate its intent to become a “Participating Community” as defined by Utah Administrative Rule R746-314 (“Rules”), as adopted by the Utah Public Service Commission (“Commission”), is and will remain an “Eligible Community” (as defined by the Rules) and will become a “Participating Community” (as defined by the Rules) upon satisfaction of all of the requirements of Utah Code Ann. § 54-17-902(10).

This Agreement will become effective (“Effective Date”) five calendar days after the date that at least five Listed Entities have (i) executed and delivered this Agreement to the Secretary and (ii) notified the Secretary that they agree to become Anchor Communities and will timely make Anchor Payments, as defined in and required by Section 7 (each, an “Anchor Community”). Any Listed Entity may become a Party (as defined below) to this Agreement by executing and delivering this Agreement to the Secretary at any time, whether before or after the Effective Date, on or before January 31, 2022, or such other date as may be determined by the Community Renewable Energy Board (“Participation Deadline”), with no financial commitment prior to July 31, 2021. Each Listed Entity that desires to be a Party shall deliver an executed Agreement to the Secretary with the name and contact information for such Listed Entity primary and alternate Board Members. Each Listed Entity that also agrees to become an Anchor Community shall notify

the Secretary of the same and shall timely deliver its Anchor Payments to the Treasurer as specified in Section 7. In the event any Anchor Community later determines to withdraw as a Party or as an Anchor Community, Section 7.d. shall apply. For so long as a Listed Entity that executes and delivers this Agreement as specified herein remains an Eligible Community or a Participating Community, as applicable, and continues to make any payments required of it herein on and after July 31, 2021, it will individually be a “Party,” and all collectively will be the “Parties,” to this Agreement.

### RECITALS

A. In 2019, the Utah State Legislature enacted H.B. 411 that was codified at Utah Code Ann. § 54-17-901 *et seq.* and is known as the “Community Renewal Energy Act” (“Act”).

B. The Act authorizes a community renewable energy program (“Program”) to be proposed in an application (“Application”) to be filed by a qualified utility for approval by the Commission. The qualified utility relevant to this Program is Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon Corporation (referred to herein as “RMP”). Upon Commission approval of the Program, RMP will be authorized to provide electric service from one or more “renewable energy resources” as defined by the Act (“Renewable Resources”) to end-use customers within the Participating Communities who participate in the Program (“Participating Customers”). Each Listed Entity has adopted a resolution that establishes a goal of a net 100% renewable energy supply for that community by 2030, and therefore is eligible to become a Participating Community as contemplated by the Act.

C. The Act contemplates (as supplemented by the Rules) that the Parties will adopt a governance agreement (which is this Agreement) and enter into an agreement with RMP (“Service Agreement”) which must provide, among other things, for (i) the payment by the Parties of the costs associated with third-party expertise contracted by the Utah Division of Public Utilities and

the Utah Office of Consumer Services to assist with activities associated with the initial approval of the Program, (ii) payment by the Parties of the costs of providing certain notices required by the Act, (iii) determination of the obligations for payment of any termination charges associated with the Program that are not paid by Participating Customers and not included in Commission-approved utility rates for the Program to be paid by Participating Customers (“Program Rates”), (iv) identification of any proposed replacement assets, and (v) proposed plans addressing low-income programs and assistance.

D. On or about January 7, 2020, the Commission adopted the Rules to facilitate implementation of the Program as contemplated by the Act. The Rules require the adoption by the Parties of this governance Agreement to establish a decision-making process among the Parties to ensure that the Parties will be able to reach a single joint decision on any necessary Program issues.

E. Each of the Listed Entities that executes this Agreement, as an Eligible Community and a potential Participating Community, desires to enter into this governance Agreement as contemplated by the Act and Rules.

F. The Listed Entities are all “public agencies” under the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (“Interlocal Cooperation Act”) and are authorized to enter into this Agreement for joint or cooperative action, and to form a Community Renewable Energy Agency (“Agency”) as contemplated herein.

G. The Parties have determined that it is mutually advantageous to enter into this Agreement.

### **AGREEMENT**

NOW THEREFORE, pursuant to the Interlocal Cooperation Act, the Act and the Rules, and in consideration of the mutual covenants and promises of the Parties set forth herein, the Parties agree as follows to foster the legitimate interests of the Parties actively working together

to implement the Program pursuant to the Act and Rules for the mutual benefit of the Parties. The Parties recognize that the ability to provide renewable energy options to their residents transcends political jurisdictional boundaries within Utah and intergovernmental coordination is essential to facilitate the efficient use of both public and private resources. The Parties therefore agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the Agency and a decision-making process for Program design, cost share allocation, resource solicitation, resource acquisition, other Program issues and, as contemplated by the Act and Rules, to provide a means of ensuring that the Parties will be able to reach a single joint decision on necessary Program issues, and to implement the Program in their respective communities.

2. **Governance and Administration of Agency.** There is hereby created a governing board of the Agency called the Community Renewable Energy Board (“Board”). All action taken pursuant to this Agreement shall be governed and determined by the Board, which is comprised of representatives of the Parties.

a. **Board.**

i. Each Party may appoint one position on the Board from among its elected officials.

ii. Board members (“Board Members”) will serve indefinitely at the pleasure of the appointing Party. Any appointment or removal of a Board Member will be evidenced by a letter from the Party’s chief executive officer or resolution of such Party’s governing body notifying the Secretary of such action.

iii. A Party may designate an “alternate” Board Member from among its elected officials, appointed officials, or employees, to attend any Board meetings and to fully participate, including voting, in Board meetings on behalf of the Party if that Party’s designated

regular Board Member is not in attendance. The alternate Board Member serves indefinitely at the pleasure of the appointing Party and any appointment or removal of an alternative Board Member will be evidenced in the same way as the appointment of a regular Board Member for that Party. As used herein the term “Board Member” shall include a Party’s alternate Board Member acting in the place of a Board Member as appropriate.

iv. The Board may not hold an electronic meeting until the Board has adopted a resolution or rule (“Policy”) governing the use of electronic meetings as required by the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-101 *et seq.* (including any successor statutes, “OPMA”). If the Board has adopted such a Policy, then the Board Members may participate remotely/electronically as provided in the Policy, and in accordance with the OPMA.

v. Unless otherwise specified herein, Board meetings, and all actions taken thereby, will require that a quorum of Board Members be present (either physically or, if permitted by the Policy, electronically) and shall operate in compliance with the OPMA. A simple majority of all Board Members shall constitute a quorum of Board Members.

vi. Other than as specified in Section 2.a.vii, matters related to the operation of the Board, such as meeting times, meeting locations, the conduct of meetings, election of officers, a chair and vice-chair, etc., will be established and adopted by the Board as written bylaws, policies and/or procedures (“Bylaws”) that include, but are not limited to, creation of various committees, hiring outside consultants, lawyers and administrators, and issuance of requests for proposals.

vii. The Parties agree to the appointment of an initial President, Secretary and Treasurer of the Agency as specified in Schedule 3. Until such time as the Board establishes Bylaws that include procedures and duties, and elects or appoints substitute officers, the President shall call and conduct board and committee meetings, conduct Agency business, and

retain and manage outside consultants, the Secretary shall receive and provide notices required or allowed hereunder and keep and prepare minutes and books of the Agency, and the Treasurer shall receive and hold payments in a separate ledger account for the benefit of the Agency and handle financial and accounting matters, including expenditures, of the Agency, in accordance with governmental accounting principles.

viii. The Board shall appoint a "participating communities' representative" ("Participating Communities' Representative") as defined in the Rules to present the decisions and opinions of the Agency and to take other actions as required by the Act or the Rules.

ix. The Board may, from time to time, appoint, establish, maintain, and replace any officers, the Participating Communities' Representative, executive committees, other committees, and outside administrative support as determined by the Board in accordance with the Bylaws. It is the intention of the Parties that the officers of the Agency will periodically be elected as set forth in the Bylaws, and that each Party will offer qualified employees to serve as potential officers of the Agency in order to equitably share administrative burdens and costs.

b. Voting.

i. Subject to Sections 2.b.ii, iii and iv, for all decisions and actions of the Agency as to all matters related to this Agreement, the Program, Commission and other proceedings relating to the Program, and otherwise, each Party as acted/voted upon by its Board Member will be entitled to one vote, and matters before the Board will be passed and approved by a vote of at least a majority of the Board Members who are present at a duly noticed meeting at which a quorum is present and who are present and voting with respect to a given matter.

ii. Subject to Sections 2.b.iii and iv, any two Board Members who are present at a Board Meeting may call for a weighted vote of the Board ("Weighted Voting") on any

action or matter appearing on the current agenda for action by the Board, in which event the Board's action on the matter will be determined by votes weighted by the Participation Percentage (as defined in Section 6) of each voting Board Member.

iii. Notwithstanding anything to the contrary in this Agreement, after the date on which the Commission has entered an order pursuant to Utah Code Ann. § 54-17-904 (3) approving the design and implementation of the Program ("Program Implementation"), neither the Agency nor any Party will make, propose or support any comment, give testimony or state a position with respect to any material change in connection with any Commission proceeding relating to the design or implementation of the Program unless and until such change has first been determined by the Board to be reasonable and material, and has been approved by Board Members, whether or not attending any given Board meeting, representing (A) at least two-thirds (2/3) of all Eligible Communities or Participating Communities, as then applicable, and (B) at least a majority of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable.

iv. Before any new Renewable Resource for the Program is acquired or approved by the Commission, the Board will, in consultation with experts as deemed appropriate, calculate reasonably projected long-term incremental per-kilowatt-hour rate impacts on Participating Customers of the new Renewable Resource, in conjunction with all other previously-approved Program Renewable Resources (the "Incremental Rate Impact"). The Incremental Rate Impact will be calculated by comparing the reasonably projected RMP revenue requirement that would otherwise apply to Participating Customers under standard RMP tariff rates to the reasonably projected RMP revenue requirement that will apply to Participating Customers if the new Renewable Resource is acquired. Notwithstanding anything to the contrary in this Agreement, neither the Agency nor any Party will make, propose or support any comment, give

testimony or state a position in support of any such acquisition or approval of a Renewable Resource for the Program unless and until the same has been approved by Board Members, whether or not attending any given Board meeting, representing (A) in the case of an Incremental Rate Impact of 10% or more, at least two-thirds (2/3) of all Eligible Communities or Participating Communities, as then applicable, and at least two-thirds (2/3) of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable; or (B) in the case of an Incremental Rate Impact of less than 10%, at least a majority of all Eligible Communities or Participating Communities, as then applicable, and at least a majority of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable.

3. **Immunity Act.** The decisions made pursuant to this Agreement are governmental functions and the Parties are all governmental entities under the “Governmental Immunity Act of Utah” (Utah Code Ann. § 63G-7-101, *et seq.*, or successor provision, the “Immunity Act”). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

4. **Withdrawal.**

a. **Before July 31, 2021.** Any time prior to July 31, 2021, a Party that has previously executed and delivered this Agreement may elect not to continue as an Eligible Community and may withdraw as a Party to this Agreement by providing a notice as specified in Section 11 (“Notice”) to the Secretary of its intent to withdraw. The Secretary will provide Notice to all Parties of each Party that provided such a Notice of withdrawal or that did not timely make its Initial Payment as required by Section 7.b.i, and any such Party will be deemed to have

withdrawn as a Party to this Agreement as of July 31, 2021, unless the Initial Payment is paid within fifteen days of such Notice from the Secretary. An Eligible Community that withdraws or is deemed to have withdrawn as of July 31, 2021, will have no financial commitment to the Agency or the other Parties as a result of its participation in the Agency or its withdrawal as a Party hereto, other than as provided in Section 3.

b. Before Passage of Ordinance. From July 31, 2021 to the deadline for a Party to adopt an ordinance as required by Utah Code Ann. § 54-17-903(2)(c) following Program Implementation a Party may elect not to become a Participating Community and may withdraw as a Party to this Agreement by providing at least thirty days' advance Notice to the Secretary of its intent to withdraw.

c. Effect of Withdrawal. Upon delivery of any Notice of withdrawal or upon any deemed withdrawal of a Party, the withdrawing Party's Board Member must relinquish his or her position as Board Chair/Vice-Chair and as an officer, as applicable, and will also be automatically recused from all further discussions and votes on any matters affecting such withdrawal or the Program. Due to commitments made pursuant to this Agreement and the significant impact a withdrawal after July 31, 2021 may have on the other Parties, except as specifically provided herein, all Parties acknowledge and agree that any amount previously paid or committed to by any Party will not be refunded in whole or in part for any reason, including any withdrawal of a Party after July 31, 2021.

d. After Passage of Ordinance. Neither the Act nor the Rules contemplates that Participating Communities who have adopted an ordinance as required by Utah Code Ann. § 54-17-903(2)(c) following Program Implementation can thereafter terminate participation in the Program or withdraw as a Party to this Agreement.

5. **Admission of New Parties.** Unless the Act is amended, no one other than the Listed Entities who become Parties as specified in this Agreement may or will become Parties to this Agreement. If the Act hereafter allows the admission of additional Parties, the Board may adopt policies and procedures for such admission, including, without limitation, execution and delivery of a counterpart of this Agreement by the new Party following approval by its governing body.

6. **Participation Percentages.** The weight of the vote (“Participation Percentage”) of each Party’s Board Member for all matters specified in Sections 2.b.ii, iii and iv will be determined pursuant to the provision of this paragraph. The Participation Percentages of all Listed Entities, assuming every Listed Entity is becoming and remains a Party, is based on the relative estimated population and annual electrical loads within each Listed Entity and is specified in Column C of Schedule 1 (“Original Weight”).

a. From the Effective Date to July 31, 2021, the Participation Percentages of all Parties will equal each Party’s Original Weight as a percentage of the Original Weight of all Listed Entities who have previously become Parties by executing this Agreement and delivering it to the Secretary as specified herein.

b. From August 1, 2021, to the end of Phase 1, each Party’s Participation Percentage will be based on its Phase 1 Payment obligation, including its Phase 1 Initial Payment obligation and any Phase 1 Anchor Payment obligation (as defined below), as a percentage of the total approved Phase 1 expenditures specified in Section 7.b. Such Participation Percentages will be updated and calculated prior to any Board meeting or vote if any Listed Entity has become a new Party and/or an Anchor Community since the last time the same were updated.

c. From the end of Phase 1 through the end of Phase 2 each Party’s Participation Percentage will be as based on its aggregate Phase 1 and Phase 2 Payment

obligations, including its Phase 1 Initial Payment obligation, any Phase 1 Anchor Payment obligation, and any Phase 2 Initial or Anchor Payment obligations (as defined below), as a percentage of the total approved Phase 1 and 2 expenditures as specified Sections 7.b. and 7.c.

d. Unless otherwise agreed by all Parties, after the end of Phase 2, each Party's Participation Percentage will be updated as of April 1 of each year, or such other date as determined by the Board, to reflect the relative estimated annual electrical loads of Participating Customers within such Participating Community as a percentage of the annual electrical loads of all Participating Customers within all Participating Communities, based upon the most recently available 12-month data or estimates from RMP as approved by the Board.

e. The Participation Percentage of all parties shall equal 100%.

7. **Phases/Expenditures/Payments.**

a. Subject to additions and changes approved by the Board, this Agreement specifies authorized activities of the Agency and associated costs and expenditures in connection with at least two phases of the development, implementation and operation of the Program (each, a "Phase"). A Listed Entity that desires to remain a Party to this Agreement must pay to the Treasurer its share of approved expenditures for each Phase on or before the due date(s) determined by the Board or if no date is determined by the Board then as specified herein (each, a "Payment").

b. The first Phase ("Phase 1") will begin on the Effective Date and end on the date the design of the Program with proposed Program Rates has been submitted by RMP to the Commission for approval pursuant to Utah Code Ann. § 54-17-904 ("Program Submittal Date"). Phase 1 has approved expenditures in an amount of \$350,000. Each Listed Entity that intends to become or remain a Party after July 31, 2021, or other date as determined by the Board, shall make Phase 1 Payments as follows:

i. Each Party that desires to remain a Phase 1 Party after July 31, 2021, or other date as determined by the Board, shall make one or more Payments to the Treasurer on or before July 31, 2021, or other date as determined by the Board, in the amount of its Phase 1 Initial Payment as specified in Column D of Schedule 1. After the Effective Date, the Agency may commit to expenditures only after Parties have made full or partial Payments in amounts sufficient to cover such expenditures.

ii. Each Phase 1 Anchor Community shall also make one or more Phase 1 Anchor Payments to the Treasurer on or before October 31, 2021 for Anchor Communities that are municipalities and January 31, 2022 for Anchor Communities that are counties, or such other date in either case as may be determined by the Board, in an amount determined as specified below, up to the maximum Phase 1 Anchor Payment specified for such Anchor Community in Column D of Schedule 2. The aggregate total of all actual Phase 1 Anchor Payments shall equal the approved Phase 1 expenditures specified in Section 7.b, reduced by the aggregate total dollar amount received by the Treasurer in Phase 1 Initial Payments and from any other sources intended for such purpose other than from the Parties prior to January 31, 2022 or other date as determined by the Board, (“Phase 1 Remaining Balance”). The actual Phase 1 Anchor Payment to be paid by each Phase 1 Anchor Community shall be based on its proportionate share of the aggregate of all maximum Phase 1 Anchor Payments as specified in the “Total” Row of Column D of Schedule 2, multiplied by the Phase 1 Remaining Balance. Any Anchor Payments made by any Anchor Community in excess of such maximum Phase 1 Anchor Payments shall be entered in Column J of Schedule 2 and shall be deemed to be a prepayment (“Phase 2 Anchor Prepayment”) with respect to such Anchor Community’s Phase 2 Anchor Payment. The resulting actual Phase 1 Anchor Payment to be paid by each Phase 1 Anchor Community shall be entered in Column I of Schedule 2 and shall be paid to the Treasurer by each Phase 1 Anchor Community by October 31,

2021, for Anchor Communities that are municipalities and January 31, 2022 for Anchor Communities that are counties or such other date in each case as may be determined by the Board.

iii. Except as provided in Section 7.c.ii or 7.e, no Phase 1 Initial Payment, Phase 2 Anchor Prepayment, or Phase 1 Anchor Payment will be refunded regardless of the actual Phase 1 or Phase 2 expenditures, and no additional Phase 1 Payments other than those specified herein will be required of any Party absent such Party's consent. The Board will determine how any unused and uncommitted Phase 1 amounts held by it will be spent in connection with the Program.

c. The second Phase ("Phase 2") will begin on the Program Submittal Date and end on the expiration of the "implementation period" as defined in the Rules. Phase 2 has approved expenditures in an amount not to exceed \$350,000 or such lesser amount as approved by the Board. Each Party that intends to remain a Phase 2 Party shall make Phase 2 Payments as follows:

i. Each Party that desires to remain a Phase 2 Party shall make one or more Payments to the Treasurer on or before July 31, 2022, or other date as determined by the Board, in the amount of its Phase 2 Initial Payment as specified in Column E of Schedule 1.

ii. Each Phase 2 Anchor Community shall also make one or more Phase 2 Anchor Payments to the Treasurer on or before October 31, 2022, for Anchor Communities that are municipalities and January 31, 2023 for Anchor Communities that are counties or such other date in each case as may be determined by the Board, in an amount determined as specified below, up to the maximum Phase 2 Anchor Payment specified for such Anchor Community in Column G of Schedule 2. The aggregate total of all actual Phase 2 Anchor Payments shall equal the aggregate of the approved Phase 1 and Phase 2 expenditures specified in Sections 7.b and 7.c, reduced by the aggregate total dollar amount of all Phase 1 and Phase 2 Initial

Payments and any other amounts received from sources intended for such purpose other than Parties by July 31, 2022, or other date as determined by the Board, and further reduced by all Phase 1 Anchor Payments received by July 31, 2021, or other date as determined by the Board (“Phase 2 Remaining Balance”). The actual Phase 2 Anchor Payment to be paid by each Phase 2 Anchor Community shall be based on its proportionate share of the aggregate of all maximum Phase 2 Anchor Payments as specified in the “Total” Row of Column G of Schedule 2, multiplied by the Phase 2 Remaining Balance, as adjusted to credit each Phase 1 Anchor Community for its proportionate share of any Phase 1 Anchor Payments received by the Treasurer after July 31, 2021, or other date as determined by the Board. The resulting actual Phase 2 Anchor Payment to be paid by each Phase 2 Anchor Community shall be entered in Column K of Schedule 2 and shall be paid to the Treasurer by each Phase 2 Anchor Community by October 31, 2022 or other date as determined by the Board. In the event an Anchor Community’s Phase 2 Anchor Prepayment exceeds its actual Phase 2 Anchor Payment obligation, the Treasurer shall refund the excess prepayment.

iii. Except as provided in Section 7.e and 7.c.ii, no Phase 2 Initial Payment or Phase 2 Anchor Payment will be refunded regardless of the actual Phase 1 or Phase 2 expenditures, and no additional Phase 2 Payments other than those specified herein will be required of any Party absent such Party’s consent. The Board will determine how any unused and uncommitted Phase 1 or Phase 2 amounts held by it will be spent in connection with the Program.

d. If at any time an Anchor Community provides Notice to the Secretary that it elects to withdraw as a Party to this Agreement or as an Anchor Community, or if an Anchor Community fails to make any Phase 1 or Phase 2 Initial Payment or Anchor Payment as required hereunder, or if an Anchor Community is otherwise deemed to have withdrawn from this Agreement, the Secretary shall provide Notice to all Parties of the same and this Agreement shall

terminate unless all remaining Anchor Communities, including any other Parties that then agree to become Anchor Communities, reach agreement within 90 calendar days of such Notice as to expenditures and future Anchor Community Payments.

e. If this Agreement is terminated, any unused and uncommitted Payments or Phase 2 Anchor Prepayment held by the Agency or the Treasurer shall be refunded to the Parties making the Phase 2 Anchor Prepayment or otherwise based on their relative total Payments previously paid.

f. Any other or additional Phases approved by the Board in addition to Phase 1 and Phase 2 will include such activities, expenditures and Payment requirements as may be determined by the Board.

g. Notwithstanding anything to the contrary in this Agreement, each Eligible Community shall be solely responsible for paying separately all costs and expenses of providing notice within such Eligible Community as required by Sections 54-17-905(1) and (6)(a) of the Act.

8. **Commitments Subject to Appropriation; Failure to Pay.** All of the financial commitments made herein by the Parties, as governmental entities, are subject to the appropriation of funds approved by a Party's governing body and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution. In the event the governing body of a Party fails to make appropriations necessary to satisfy the Party's financial obligations hereunder, such failure to make an appropriation shall not be considered a breach of the Agreement and such Party shall endeavor to provide timely Notice of the same to the Secretary and to all Parties of its withdrawal from this Agreement. In the event a Party otherwise fails to timely make any Payment required by this Agreement, the Board will notify such Party of such non-payment and will provide 30 calendar days for such Party to make the required Payment. If such Party fails to make any such required Payment, the Agency may pursue all remedies available at law or equity

(including the judicial remedy of injunctive relief if applicable), and the Board may determine that such Eligible Community will be deemed to have withdrawn from this Agreement unless and until such Payment has been received.

9. **Term.** If not sooner terminated, the term of this Agreement shall be for 50 years from the Effective Date of this Agreement.

10. **Amendment.** This Agreement may not be amended except by written instrument signed by all the Parties.

11. **Notices.** All notices, requests, demands, and other communications hereunder (each, a “Notice”) to the Agency will be in writing and given by delivering a copy, by certified U.S. Mail, return receipt requested, to the Secretary specified in Schedule 3, as the same may be updated from time to time. Notice may also be sent to the Secretary via email as specified in Schedule 3, so long as the Notice is followed up by written notice via U.S. Mail unless the Secretary has provided written confirmation of receipt of such Notice. Notice information for each Party shall be included on such Party’s signature page to this Agreement, and may be updated from time to time by providing written Notice of the same to the Secretary. Notices received by the Secretary will promptly be sent electronically by the Secretary to all officers and Board Members of the Agency using such email address(es) as to which the Secretary has received Notice.

12. **Interlocal Cooperation Act Requirements.** The Parties enter into this Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

a. *Approval Resolution.* This Agreement shall be conditioned upon the approval, execution and delivery to the Secretary of this Agreement by the Parties pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, including the adoption of

resolutions of approval if such resolutions of the legislative bodies of the Parties are required by the Interlocal Cooperation Act.

b. *Attorney Approval as to Form.* In accordance with the provisions of Utah Code Ann. §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement becomes effective as to such Party or is delivered to the Secretary.

c. *Repository.* A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code Ann. §11-13-209.

d. *Joint Board.* As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by the Board.

e. *Real and Personal Property.* No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

f. *Financing Joint Cooperative Undertaking; Budget.* The functions to be performed by the joint or cooperative undertaking are those described in this Agreement. There will be no financing of this joint or cooperative undertaking and no formal budget shall be established or maintained. Each Party's share of approved Agency expenditures shall be established and paid in accordance with this Agreement.

13. **Entire Agreement & Schedules.** This Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this Agreement, and this Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto. All schedules annexed to this Agreement are expressly made a part of this Agreement as

though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such schedules and writings.

14. **Governing Law & Venue.** The provisions of this Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Parties arising out of or related to this Agreement will, to the extent possible, be resolved by informal mediation. If informal mediation is unsuccessful then the disputing Parties shall attempt to mediate the dispute before an acceptable mediator. If the dispute is not successfully mediated or an acceptable mediator is not selected within ten business days of a request for mediation then the dispute will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

15. **Waiver.** No failure by any Party to insist upon strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this Agreement. Any Party may, by Notice delivered in the manner provided in this Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Parties. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

16. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its

scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

17. **Ethics.** The Board members shall, as applicable, comply with the requirements of the “Municipal Officers and Employees Disclosure Act” (Part 13 of Chapter 3 of Title 10 of the Utah Code), the “County Officers and Employees Disclosure Act” (Chapter 16a of Title 17 of the Utah Code), the “Public Officers and Employees Ethics Act” (Chapter 16 of Title 67 of the Utah Code) and other applicable statutory provisions related to ethics and honesty in public government service.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by e-mail transmission or electronic signature shall be effective as delivery of a manually signed counterpart of this Agreement.

19. **Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

20. **Authorization.** The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enabled to execute this Agreement on behalf of the Parties.

**IN WITNESS WHEREOF**, each of the Parties, by resolution duly adopted, has caused this Agreement to be signed and delivered.

**[Signatures begin after Schedules]**

**SCHEDULE 1**

**[Listed Entities/Original Weights/Initial Payments]**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>Listed Entities:</b>	<b>Original Weight (%):</b>	<b>Phase 1 Initial Payment [Due 7/31/21]</b>	<b>Phase 2 Initial Payment [Due 7/31/22]</b>
1	Grand County	0.603	2,109.37	2,109.37
2	Salt Lake County	3.306	11,570.26	11,570.26
3	Summit County	3.074	10,759.97	10,759.97
4	Town of Alta	0.063	218.93	218.93
5	Bluffdale City	3.168	11,088.57	11,088.57
6	Town of Castle Valley	0.030	106.74	106.74
7	Coalville City	0.161	562.99	562.99
8	Cottonwood Heights	3.126	10,942.10	10,942.10
9	Emigration Canyon Township	0.130	456.22	456.22
10	Francis City	0.120	421.54	421.54
11	City of Holladay	2.682	9,387.72	9,387.72
12	Kamas City	0.212	743.49	743.49
13	Kearns	2.745	9,606.01	9,606.01
14	Moab City	0.639	2,237.95	2,237.95
15	Millcreek	5.263	18,421.40	18,421.40
16	Oakley City	0.149	520	520
17	Ogden City	10.211	35,737.26	35,737.26
18	City of Orem	8.863	31,019.52	31,019.52
19	Park City	1.926	6,742.38	6,742.38
20	Salt Lake City	28.872	101,050.33	101,050.33
21	Springdale City	0.138	481.26	481.26
22	West Jordan City	10.833	37,916.77	37,916.77
23	West Valley City	13.685	47,899.22	47,899.22
	<b>SUM</b>	<b>100.00</b>	<b>350,000.00</b>	<b>350,000.00</b>

## SCHEDULE 2

### [Anchor Communities/Anchor Payments]

A	B	C	D	E	F	G	H	I	J	K	L
	Anchor Communities*	Phase 1 Initial Payment (from Schedule 1)	Maximum Phase 1 Anchor Payment	Maximum Phase 1 Total Payments	Phase 2 Initial Payment (from Schedule 1)	Maximum Phase 2 Anchor Payment	Maximum Phase 2 Total Payments	Actual Phase 1 Anchor Payment	Actual Phase 2 Anchor Pre-Payment	Actual Phase 2 Anchor Payment	Total Maximum Phase 1 and Phase 2 Initial and Anchor Payments
1	Grand County	2,109.37	3,110.81	5,220.18	2,109.37	3,110.81	5,220.18				10,440.36
2	Summit County	10,759.97	15,868.33	26,628.30	10,759.97	15,868.33	26,628.30				53,256.60
3	Town of Castle Valley	106.74	157.42	264.16	106.74	157.42	264.16				528.32
4	Moab City	2,237.95	3,300.43	5,538.38	2,237.95	3,300.43	5,538.38				11,076.76
5	Millcreek	18,421.40	27,167.05	45,588.45	18,421.40	27,167.05	45,588.45				91,176.90
6	Park City	6,742.38	9,943.35	16,685.73	6,742.38	9,943.35	16,685.73				33,371.46
7	Salt Lake City	101,050.33	149,024.48	250,074.80	101,050.33	149,024.48	250,074.80				500,149.60
	<b>TOTALS:</b>	<b>141,428.14</b>	<b>208,571.87</b>	<b>350,000.00</b>	<b>152,998.40</b>	<b>197,001.60</b>	<b>350,000.00</b>				<b>700,000.00</b>

**Revised 9-7-21**

**SCHEDULE 3**

**[Initial Officers/Contact Information/Payment Information]**

**Initial President:**

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Initial Secretary:**

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Initial Treasurer**

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Payment Information:**

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

**GRAND COUNTY**

GRAND COUNTY

By \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Dated: \_\_\_\_\_

**Contact Information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**SALT LAKE COUNTY**

SALT LAKE COUNTY

By \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Dated: \_\_\_\_\_

**Contact Information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**SUMMIT COUNTY**

SUMMIT COUNTY

By \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Dated: \_\_\_\_\_

**Contact Information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**TOWN OF ALTA**

TOWN OF ALTA

By \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Dated: \_\_\_\_\_

**Contact Information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**BLUFFDALE CITY**

BLUFFDALE CITY

By \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to legal form:

Attest:

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

**Contact Information:**

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_ \

**TOWN OF CASTLE VALLEY**

TOWN OF CASTLE VALLEY

By \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to legal form:

Attest:

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

**Contact Information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**COALVILLE CITY**

COALVILLE CITY

By \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to legal form:

Attest:

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

**Contact Information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**COTTONWOOD HEIGHTS**

COTTONWOOD HEIGHTS

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

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**EMIGRATION CANYON TOWNSHIP**

EMIGRATION CANYON TOWNSHIP

By \_\_\_\_\_

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**FRANCIS CITY**

FRANCIS CITY

By \_\_\_\_\_

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**CITY OF HOLLADAY**

CITY OF HOLLADAY

By \_\_\_\_\_

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**KAMAS CITY**

KAMAS CITY

By \_\_\_\_\_

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**KEARNS METRO TOWNSHIP**

KEARNS METRO TOWNSHIP

By \_\_\_\_\_

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**MOAB CITY**

MOAB CITY

By \_\_\_\_\_

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**MILLCREEK**

MILLCREEK

By \_\_\_\_\_

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**OAKLEY CITY**

OAKLEY CITY

By \_\_\_\_\_

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Approved as to legal form:

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**ODGEN CITY**

ODGEN CITY

By \_\_\_\_\_

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Approved as to legal form:

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**OREM CITY**

OREM CITY

By \_\_\_\_\_

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**PARK CITY**

PARK CITY

By \_\_\_\_\_

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**SALT LAKE CITY**

SALT LAKE CITY

By \_\_\_\_\_

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Its: \_\_\_\_\_

Approved as to legal form:

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DATED: \_\_\_\_\_

**Contact Information:**

Christopher Thomas  
Salt Lake City Department of Sustainability  
451 S. State St. Room 404  
P.O. Box 145467  
Salt Lake City, UT 84114-5467  
Phone: 385-228-6873  
Fax: 801-535-7789  
Email: christopher.thomas@slcgov.com

**SPRINGDALE CITY**

SPRINGDALE CITY

By \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to legal form:

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**WEST JORDAN CITY**

WEST JORDAN CITY

By \_\_\_\_\_

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Approved as to legal form:

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**WEST VALLEY CITY**

WEST VALLEY CITY

By \_\_\_\_\_

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Approved as to legal form:

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**UTILITY AGREEMENT**

**between**

**ROCKY MOUNTAIN POWER**

**and**

**COMMUNITY RENEWABLE ENERGY AGENCY, TOWN OF ALTA, TOWN OF  
CASTLE VALLEY, COALVILLE CITY, CITY OF COTTONWOOD HEIGHTS,  
EMIGRATION CANYON CITY, FRANCIS CITY, GRAND COUNTY, CITY OF  
HOLLADAY, CITY OF KEARNS, MILLCREEK, CITY OF MOAB, OAKLEY CITY,  
OGDEN CITY, PARK CITY, SALT LAKE CITY, SALT LAKE COUNTY, SUMMIT  
COUNTY, TOWN OF SPRINGDALE, AND MIDVALE**

Table of Appendices:

Appendix A – List of Communities

Appendix B – Agreement for Payment of Third-Party Expertise

Appendix C – Memorandum of Understanding

Appendix D – Communication Information

**UTILITY AGREEMENT**

This UTILITY AGREEMENT (this “Agreement”), entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Execution Date”), is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the “Company”), the Community Renewable Energy Agency, an agency formed pursuant to the Interlocal Cooperation Act (the “Agency”), and each of the towns, municipalities, and counties listed in Appendix A hereto (individually, a “Community” and collectively the “Communities”) (each party hereto sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

**RECITALS**

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code §§ 54-17-901 to -909 (“Act”), titled the “Community Renewable Energy Act”; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214 which, collectively, renamed the Act the “Community Clean Energy Act” and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Public Service Commission of Utah to establish a program whereby qualifying communities may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 (“Rules”); and

WHEREAS, Company is a “qualified utility” as defined in Utah Code § 54-17-801;

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement with other eligible Communities to establish a decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues. On March 31, 2021 and thereafter, the Communities entered into such an agreement, entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program (“Governance Agreement”), through which each Community is a member of the Agency, authorized under the Governance Agreement to make certain joint decisions on behalf of Communities that participate in the Program; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the community in which the customer resides satisfies certain requirements, including entering into an agreement with a qualified utility as required by Utah Code § 54-17-903(2)(a); adopting a local ordinance as required by Utah Code § 54-17-903(2)(b); and complying with any other terms or conditions required by the Commission; and

WHEREAS, the Parties enter into this Agreement to satisfy the requirements of Utah Code § 54-17-903(2)(a) and to address various issues related to the Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Company, Agency, and each Community hereby agree to the following terms and conditions:

**SECTION 1  
DEFINITIONS**

1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

“Act” means Utah Code Ann. §§ 54-17-901 to -909, and as amended.

“Agency” has the meaning set forth in the opening paragraph of this Agreement.

“Application” means the application to be filed by the Company with the Commission seeking approval of the Program, as contemplated by Utah Code § 54-17-904(1).

“Annexed Customer” means a retail electric customer of Company with an electric service address located within an area annexed into a Participating Community after the Implementation Date, beginning on the date that such person becomes an Eligible Customer.

“Business Day” means every day other than a Saturday, Sunday or day which is a legal holiday in Utah on which banks are not generally open for business.

“Cancellation Date” means the last day of the applicable Cancellation Period.

“Cancellation Period” means the period during which a Participating Customer may opt-out of the Program without incurring a Termination Fee. The Cancellation Period shall be:

- (a) for Participating Customers that were Eligible Customers on the Implementation Date, the three billing cycles immediately following the applicable Commencement Date; or
- (b) for Participating Customers that were not Eligible Customers on the Implementation Date, but became Eligible Customers after the Implementation Date, the later of (i) the period specified in (a), above, or (ii) the 60-day period immediately following the applicable Commencement Date for such customer.

“Commencement Date” means the date on which an Eligible Customer becomes a Participating Customer and begins paying Program Rates. For each Participating Customer, the Commencement Date shall be:

- (a) for Participating Customers that were Eligible Customers on the Implementation Date, the first day following the last day of the Implementation Period; or

(b) for Participating Customers that were not Eligible Customers on the Implementation Date, but became Eligible Customers after the Implementation Date, the date the First Opt-out Notice is sent to such customer.

“Commission” means the Public Service Commission of Utah created in Utah Code § 54-1-1.

“Commission Approval” has the meaning set forth in Section 2.5 of this Agreement.

“Communication” has the meaning provided in Section 12 of this Agreement.

“Community” has the meaning set out in the opening paragraph of this Agreement.

“County” means the unincorporated area of a county of the State of Utah.

“Division” means the Division of Public Utilities created in Utah Code § 54-4a-1.

“Eligible Customer” means a Person that is (a) a customer of the Company receiving retail electric service at a location within the boundary of a Participating Community, and (b) identified by the Company with a Tax Identifier associated with a Participating Community, but excluding any residential customer as specified in Utah Code §54-17-905(5) that is then receiving net metering service from the Company under the Company’s Utah electric service Schedule 135. A Person that is not an Eligible Customer as of the Implementation Date may become an Eligible Customer after the Implementation Date by becoming either a New Customer or an Annexed Customer.

“Exit Notice” means a notice provided to the Company by an Exiting Customer that indicates the Exiting Customer no longer wishes to participate in the Program, and that also includes the Exiting Customer’s name, account number, service address, and the telephone number associated with the account.

“Exiting Customer” means a Participating Customer that elects to terminate its participation in the Program after the Cancellation Date applicable to that Participating Customer.

“First Opt-out Notice,” means the first notice to be provided by the Company to an Eligible Customer, a New Customer, or an Annexed Customer pursuant to Utah Admin. Code Section R746-314-301;

“Governance Agreement” has the meaning set forth in the recitals to this Agreement.

“Governmental Authority” means any federal, state or other political subdivision thereof, having jurisdiction over the Parties, including any municipality, township or county, and any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any corporation or other Person owned or controlled by any of the foregoing; provided that the Communities and the Agency shall be deemed not to be a “Governmental Authority” for purposes of this Agreement.

“Implementation Date” means the date following the Ordinance Deadline on which the First Opt-out Notice is sent by Company to any Eligible Customer.

“Implementation Period” means the 60-day period beginning on the Implementation Date.

“Municipality” means a city or a town as defined in Utah Code § 10-1-104.

“New Customer” means a Person other than an Annexed Customer that becomes an Eligible Customer within a Participating Community after the Implementation Date.

“Office” means the Office of Consumer Services created in Utah Code § 54-10a-101

“Opt-out Notice” means either the First Opt-out Notice or the Second Opt-out Notice, as well as any in-person visits required by Utah Code § 54-17-905(1)(c).

“Ordinance” means an ordinance adopted by a Community that (a) establishes the Community’s participation in the Program, and (b) is consistent with the terms of this Agreement, each as required by Utah Code § 54-17-903(2)(b) in order for a Community to become a Participating Community.

“Ordinance Deadline” means the date that is either ninety (90) days after the date of Commission Approval, or if such date falls on a day that is not a Business Day, then the next Business Day, which date represents the date by which each Community must adopt the Ordinance, as required by Utah Code § 54-17-903(3).

“Participating Community” means a Community that is a Municipality or a County in Utah and that:

- (a) is a Party to this Agreement
- (b) has residents that are Participating Customers;
- (c) has adopted an Ordinance that is in full force and effect; and
- (d) otherwise meets the requirements of Utah Code § 54-17-903.

“Participating Customer” means a Person that is a customer of the Company that:

- (a) takes electrical service from the Company at an address located within the boundary of a Participating Community;
- (b) has not exercised the right to opt out of participation in the Program prior to the Commencement Date; and
- (c) has not become an Exiting Customer.

“Person” means an individual or any other legal entity.

“Program” means the program to be implemented by Company as described in the Application, pursuant to the Act and as approved by the Commission.

“Program Rates” means the rates and fees charged to Participating Customers and Exiting Customers (a) intended to recover all costs and expenses incurred by the Company to implement and operate the Program in accordance with Utah Code § 54-17-904(4); and (b) intended to be

utilized to help manage unanticipated Program costs and expenses, or to help offset the impacts of customers exiting the program.

“Qualified Utility” means the Company.

“Replaced Asset” means an existing thermal energy resource that (a) was built or acquired, in whole or in part, by the Company prior to the date of Commission Approval for the purpose of serving the Company’s customers, including customers within a Participating Community; and (b) is deemed to no longer serve Participating Customers.

“Requirements of Law” means any applicable federal, state and local law, statute, regulation, rule, action, order, code or ordinance enacted, adopted, issued or promulgated by any Governmental Authority (including those pertaining to electrical, building, zoning, environmental and wildlife protection, and occupational safety and health); provided that Requirements of Law shall exclude any law, statute, regulation, rule, action, order code or ordinance issued by the Communities or the Agency to the extent not in conformity with the Program, Act, Rules, or this Agreement.

“Second Opt-out Notice,” means the second notice to be provided by the Company to an Eligible Customer, a New Customer, or an Annexed Customer pursuant to Utah Admin. Code Section R746-314-302.

“Tax Identifier” means an identifier used by the Company to designate meters and accounts that are associated with specific municipal or county taxing districts.

“Termination Fee” means the fee, if any, to be assessed on and charged to an Exiting Customer pursuant to the terms of the Program and in accordance with Utah Code § 54-17-905(3)(c) and Utah Admin. Code Section R746-314-306.

1.2 Rules of Interpretation; General. As of the Execution Date, and unless otherwise required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) references to “Sections” or “Appendices” are to sections of or appendices to this Agreement; (c) “herein,” “hereof” and “hereunder” refer to this Agreement as a whole; (d) the masculine includes the feminine and neuter and vice versa; (e) “including,” “includes,” and “included” mean “including, without limitation” or “including, but not limited to”; (f) the word “or” is not necessarily exclusive; (g) reference to “days,” “months” and “years” means calendar days, months and years, respectively, unless expressly stated otherwise in this Agreement; and (h) any notices or other items required to be delivered on a “day” that is not a Business Day shall be required to be delivered on the next Business Day.

1.3 Terms Not to be Construed for or Against Either Party. Each term in this Agreement must be construed according to its fair meaning and not strictly for or against either Party. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no

presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

1.4 Headings. The headings used for the sections of this Agreement are for convenience and reference purposes only and in no way affect the meaning or interpretation of the provisions of this Agreement.

## **SECTION 2**

### **TERM; CONDITIONS PRECEDENT**

2.1 Effective Date—Communities. This Agreement shall be effective as between Company and each individual Community on the date that (a) the Agreement has been executed and delivered by both the Company and such Community, (b) Commission Approval has been obtained, and (c) such Community has enacted the Ordinance by the Ordinance Deadline (the “Community Effective Date”). If any Community declines or fails to enact an Ordinance by the Ordinance Deadline, this Agreement shall be terminated with respect to that Community, and neither the Company nor that Community shall have or owe any rights or obligations to each other with respect to this Agreement as of the Ordinance Deadline.

2.2 Effective Date—Agency. This Agreement shall be effective as between the Company and the Agency when (a) it has been executed and delivered by both the Company, at least two (2) Communities, and the Agency, and (b) Commission Approval has been obtained (the “Agency Effective Date”). If no Community enacts an Ordinance by the Ordinance Deadline, the Agreement shall be terminated in its entirety, and neither the Company nor the Agency nor any Community shall have or owe any rights or obligations to each other with respect to this Agreement as of the Ordinance Deadline.

2.3 Obligations Prior to Effective Date. Notwithstanding the provisions in Sections 2.1 and 2.2, prior to the Community Effective Date and the Agency Effective Date, those rights and obligations hereunder expressly arising upon the Execution Date (including Sections 1.2 and the defined terms in Section 1.1) shall be effective as of the Execution Date, and Appendix B and Appendix C shall be effective as of the dates set forth in those agreements.

2.4 Term. Unless earlier terminated as provided for herein, this Agreement shall remain in effect so long as the Program is in effect and the Communities have residents who are Eligible Customers or Participating Customers (the “Term”).

2.5 Commission Approval or Denial. Commission Approval shall be deemed to have been granted as of the date of a Commission order approving the Application. Commission Approval shall be deemed to have been denied as of the date that the Commission issues an order declining to establish a Program as described in the Application, or an order requiring material modifications to the Program as described in the Application that are not acceptable to Company or Agency, each in its sole discretion.

2.6 Termination in Event of Commission Denial. If Commission Approval is denied pursuant to Section 2.5, the Agreement will terminate with respect to all Parties and all future

obligations of the Parties under this Agreement (other than the provisions which by their terms are intended to survive the termination of this Agreement) shall be terminated without further liability of any Party. Under no circumstances shall any Party have any liability to any other Party due to a denial of Commission Approval.

2.7 Community Participation Through Agency. Company shall implement only a single Program, and the Communities shall participate in the Program through the Agency. The Agency shall represent the Communities in all communications with Company pertaining to this Agreement and the Program, including, without limitation, any necessary communications relating to Program design and implementation, and solicitation and acquisition of clean energy resources for the Program. Notwithstanding the forgoing, or anything else in this Agreement to the contrary, the Communities shall be individually responsible for the obligations imposed pursuant to Section 5.2 and Utah Code § 54-17-905(6)(a), and the Agency shall have no financial obligations on behalf of any Community except those identified in Appendix B and Appendix C hereto.

### **SECTION 3**

[RESERVED]

### **SECTION 4**

#### **STIPULATION OF PAYMENT FOR THIRD-PARTY EXPERTISE**

4.1 Stipulation of Payment for Third-Party Expertise. On July 25, 2022, the Agency (acting on behalf of the Communities) and the Company entered into the Agreement for Payment of Third-Party Expertise to address payment by the Communities to the Company for third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services as required by Utah Code § 54-17-903(2)(a)(i)(A). A true and correct copy of the Agreement for Payment of Third-Party Expertise is attached hereto as Appendix B. Also on July 25, 2022, each of the Company, the Agency, the Division of Public Utilities, and the Office of Consumer Services entered into a Memorandum of Understanding to facilitate the payments contemplated in the Agreement for Payment of Third-Party Expertise. A true and correct copy of the Memorandum of Understanding is attached hereto as Appendix C. The Parties reiterate and reaffirm their respective covenants and obligations set forth in the Agreement for Payment of Third-Party Expertise and the Memorandum of Understanding. Payments made to the Company pursuant to the Agreement for Payment of Third-Party Expertise shall be facilitated by the Agency consistent with and pursuant to the terms of this Agreement. The Parties further agree that the Agreement for Payment of Third-Party Expertise, the Memorandum of Understanding, and this Section 4.1 satisfy the Parties' respective obligations under Utah Code § 54-17-903(2)(a)(i)(A).

### **SECTION 5**

#### **STIPULATION OF PAYMENT FOR CUSTOMER OPT-OUT NOTICES**

5.1 Notices. The Company will provide, in a form approved by the Commission, the Opt-out Notices to Eligible Customers, New Customers, and Annexed Customers at the times and in the form required by Requirements of Law and the Commission.

5.2 Stipulation of Payment for Opt-out Notices as of Implementation Date. The actual costs incurred by the Company in providing the Opt-out Notices (including any in person visits, as required by Utah Code § 54-17-905(1)(c)) to Eligible Customers within the Participating Communities as of the Implementation Date shall be paid by the Participating Community in which each such Eligible Customer is located. Each Participating Community shall pay to the Company its actual cost of providing these Opt-out Notices, as set forth herein:

The Company shall within one hundred eighty (180) days of the Implementation Date send one or more invoices to each Participating Community for the actual costs of providing Opt-out Notices to the Eligible Customers as of the Implementation Date in each such Participating Community. Each invoice shall identify actual cost of providing the Opt-out Notices and in person visits, as required by Utah Code § 54-17-903, to Company's Eligible Customers in the Participating Community, the total number of Eligible Customers to which the Opt-out Notices were provided within the Participating Community, and the Company's average cost per Opt-out Notice. The Company shall send a copy of each such invoice to the Agency. Within thirty (30) days of its receipt of any such invoice, each Participating Community shall provide payment to the Company for the amount of any invoiced costs it does not dispute and a written response identifying any costs in dispute.

5.3 Dispute Resolution. Disputes regarding the amount of invoices from the Company outlined in Section 5.2 will be resolved pursuant to Section 14.

## **SECTION 6**

[RESERVED]

## **SECTION 7**

### **TERMINATION FEES**

7.1 Unpaid Termination Fees. Any Termination Fees that remain unpaid to Company upon dissolution of the Program and/or termination of this Agreement shall not be the obligation of Company, but shall be paid to Company as provided by the Commission and the Program. The Parties agree that this Section 7.1 satisfies the obligations of Utah Code § 54-17-903(2)(a)(ii).

## **SECTION 8**

[RESERVED]

## **SECTION 9**

### **REPLACED ASSET**

9.1 No Initially Proposed Replaced Asset. As of the Execution Date of this Agreement, the Communities do not identify any initially proposed Replaced Asset, as that term is defined herein and in Utah Code § 54-17-902(15). The Parties agree that this Section 9.1 satisfies the obligations of Utah Code § 54-17-903(2)(a)(iii).

**SECTION 10**  
**REPRESENTATIONS AND WARRANTIES; DEFAULTS AND REMEDIES**

10.1 Representations and Warranties of Agency. The Agency represents and warrants that as of the Execution Date, and throughout the Term:

- (a) The Governance Agreement is in full force and effect;
- (b) It is duly formed and validly existing pursuant to the Governance Agreement and in conformance with the Interlocal Cooperation Act, Utah Code Section 11-13-101 through 11-13-608, for the purpose of taking joint or cooperative action pursuant to Utah Code Section 11-13-202(1)(a);
- (c) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof, and has funds sufficient to meet its reasonably anticipated financial obligations under this Agreement;
- (d) It has authority to make decisions regarding aspects of Program administration consistent with the Governance Agreement and that each of the Communities has agreed to be bound by such decisions, provided, however, that any amendment of this Agreement (which shall not include the addition of a Joinder Agreement signed by an additional community pursuant to Section 15.9 hereto) shall be made only in writing executed by each of the Parties hereto. For the avoidance of doubt, the Agency does not have authority to bind the Communities on matters outside the scope of the authority granted to the Agency in the Governance Agreement;
- (e) The execution and delivery of this Agreement by Agency and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, the Governance Agreement, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirements of Law applicable to it; and
- (f) This Agreement is its valid and legally binding obligation, enforceable against Agency in accordance with the terms of this Agreement, except as enforceability may be limited by Utah law and applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.2 Representations and Warranties of Communities. Each Community represents and warrants that as of the Execution Date and throughout the Term:

- (a) It is a party to the Governance Agreement, and the Governance Agreement is in full force and effect;

(b) It is a Municipality or County duly formed and validly existing pursuant to and in conformance with the laws of the State of Utah;

(c) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof, and has taken all actions necessary to appropriate funds sufficient to meet its reasonably anticipated financial obligations under this Agreement; provided, however, that, to the extent not already appropriated, all financial commitments by the Communities shall be subject to the appropriation of funds approved by the legislative bodies of each Community, as applicable, and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution;

(d) It has authorized the Agency to make decisions regarding aspects of Program administration consistent with the Governance Agreement and that such decisions by the Agency bind the Community in connection with this Agreement, provided, however, that any amendment of this Agreement (which shall not include the addition of a Joinder Agreement signed by an additional community pursuant to Section 15.9 hereto) shall be made only in writing executed by each of the Parties hereto. For the avoidance of doubt, the Agency has authority to bind the Community only (1) on decisions within the scope of the authority granted to the Agency in the Governance Agreement, and (2) for so long as the Community remains a member of the Agency;

(e) The execution and delivery of this Agreement by it, and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, the Governance Agreement, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirements of Law applicable to it; and

(f) This Agreement is its valid and legally binding obligation, enforceable against it in accordance with the terms of this Agreement, except as enforceability may be limited by Utah law and applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.3 Representations and Warranties of Company. Company represents and warrants that as of the Execution Date and throughout the Term:

(a) It is duly incorporated, validly existing and in good standing under the laws of the State of its incorporation. It is duly qualified or licensed to do business and is in good standing in all jurisdictions in which the execution and delivery of this Agreement and performance of its obligations under this Agreement makes qualification necessary, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to materially and adversely affect its ability to perform its obligations under this Agreement.

(b) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof.

(c) It has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(d) The execution and delivery of this Agreement and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirement of Law applicable to it.

(e) This Agreement is its valid and legally binding obligation, enforceable against Company in accordance with the terms of this Agreement, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.4 Defaults. An event of default ("Event of Default") shall occur with respect to a Party (the "Defaulting Party") upon the occurrence of any of the following events and the expiration of any applicable cure period provided for below:

(a) The Defaulting Party fails to make a payment when due under this Agreement and such failure is not cured within ten (10) Business Days after the other Party gives notice to the Defaulting Party of such non-performance.

(b) The Defaulting Party breaches one of its representations or warranties in this Agreement (other than those representations or warranties identified in Section 10.4(c) or Section 10.4(d)) and such breach is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such breach; provided, however, that if such breach is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure the breach, not to exceed ninety (90) days following the date of such notice of breach, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of breach and the Defaulting Party promptly commences and diligently pursues the remediation plan.

(c) The Agency breaches its representations or warranties in Section 10.1(a) or Section 10.1(b).

(d) A Community breaches its representations or warranties in Section 10.2(a), Section 10.2(b) or Section 10.2(d).

(e) The Company breaches its representations or warranties in Section 10.3(a) or Section 10.3(b).

(f) The Defaulting Party fails to perform any material obligation in this Agreement for which an exclusive remedy is not provided in this Agreement and which is not otherwise an identified Event of Default in this Agreement, and such non-performance is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such non-performance; provided, however, that if such non-performance is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure such non-performance, not to exceed ninety (90) days following the date of such notice of non-performance, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of non-performance and the Defaulting Party promptly commences and diligently pursues such remediation plan.

10.5 Termination and Remedies. Except as limited by Section 2.5 of this Agreement, and except where a remedy is expressly described herein as a Party's sole or exclusive remedy, from the occurrence and during the continuance of an Event of Default, the non-Defaulting Party will be entitled to all remedies available at law or in equity, and may terminate this Agreement as to the Defaulting Party by written notice delivered to the Defaulting Party designating the date of termination no less than fifteen (15) days before such termination date. The notice required under this Section 10.5 may be provided in the notice of non-performance delivered pursuant to Section 10.4(b) or Section 10.4(f) (and does not have to be a separate notice), provided it complies with the terms of this Section 10.5.

10.6 Duty/Right to Mitigate. Each Party agrees that it has a duty to mitigate damages and may use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of its obligations under this Agreement.

10.7 Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.**

## SECTION 11 FORCE MAJEURE

11.1 Definition of Force Majeure. "Force Majeure" or an "event of Force Majeure" means an event or circumstance that prevents a Party (the "Affected Party") from performing, in whole or in part, an obligation under this Agreement and that: (a) is not reasonably anticipated by the Affected Party as of the Execution Date; (b) is not within the reasonable control of the Affected Party or its Affiliates; (c) is not the result of the negligence or fault or the failure to act by the Affected Party or its Affiliates; and (d) could not be overcome or its effects mitigated by the use

of due diligence by the Affected Party or its Affiliates. Force Majeure includes the following types of events and circumstances (but only to the extent that such events or circumstances satisfy the requirements in the preceding sentence): tornado, hurricane, tsunami, flood, earthquake and other acts of God; fire; explosion; invasion, acts of terrorism, war (declared or undeclared) or other armed conflict (except as excluded below); riot, revolution, insurrection or similar civil disturbance; global pandemic (except as excluded below); sabotage; strikes, walkouts, lock-outs, work stoppages, or other labor disputes; and action or restraint by Governmental Authority (except as excluded below); provided that the Affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such action or restraint. Notwithstanding the foregoing, none of the following shall constitute Force Majeure: (i) economic hardship, including lack of money or the increased cost of electricity, steel, labor, or transportation; (ii) the imposition upon a Party of costs or taxes; and (iii) the occurrence after the Execution Date, of an enactment, promulgation, modification or repeal of one or more Requirements of Law, including regulations or national defense requirements that affects the cost or ability of either Party to perform under this Agreement.

11.2 Suspension of Performance. Neither Party will be liable for any delay in or failure to perform its obligations under this Agreement, nor will any such delay or failure become an Event of Default, to the extent such delay or failure is substantially caused by Force Majeure, provided that the Affected Party: (a) provides prompt (and, in any event, not more than ten (10) days') notice following knowledge of the impact of such event of Force Majeure to the other Party, describing the particulars of the event of Force Majeure and giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement; (b) exercises all reasonable efforts to continue to perform its obligations under this Agreement; (c) uses commercially reasonable efforts to mitigate the impact of such event of Force Majeure so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the event of Force Majeure; (d) exercises all reasonable efforts to mitigate or limit damages to the other Party resulting from the event of Force Majeure; and (e) provides prompt notice to the other Party of the cessation of the event of Force Majeure.

11.3 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before an event of Force Majeure or after an event of Force Majeure that were unaffected by such event of Force Majeure shall be excused by such event of Force Majeure.

11.4 Strikes. Notwithstanding any other provision of this Agreement to the contrary, neither Party will be required to settle any strike, walkout, lockout, work stoppage or other labor dispute on terms which, in the sole judgment of the Party involved in the strike, walkout, lockout or other labor dispute, are contrary to its best interests.

11.5 Right to Terminate. If an event of Force Majeure prevents an Affected Party from substantially performing its obligations under this Agreement for a period exceeding one hundred eighty (180) consecutive days (despite the Affected Party's diligent efforts to remedy its inability to perform), then the other Party may terminate this Agreement by giving ten (10) days prior notice to the Affected Party; provided, however, that the effectiveness of any such termination notice shall be conditioned on review and approval by the Commission. Upon such termination, neither Party will have any liability to the other Party with respect to the period following the effective

date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising under this Agreement before the effective date of such termination.

## SECTION 12 COMMUNICATIONS AND NOTICE

12.1 Addresses and Delivery Methods. All notices (other than Opt-out Notices), requests, demands, submittals, waivers and other communications required or permitted to be given by one Party to another Party under this Agreement (each, a “Communication”) shall, unless expressly specified otherwise, be in writing and shall be addressed, except as otherwise stated herein, to the addressees and addresses set out in Appendix D, as the same may be modified from time to time by Communication from the respective Party to the other Parties. All other Communications required by this Agreement shall be sent by regular first class U.S. mail, registered or certified U.S. mail (postage paid return receipt requested), overnight courier delivery, or electronic mail. Such Communications will be deemed effective and given upon receipt by the addressee, except that Communications transmitted by electronic mail shall be deemed effective and given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 17:00 Prevailing Mountain Time, and if transmitted after that time, on the following Business Day, provided that Communications transmitted by electronic mail must be confirmed as received by the recipient or followed up by Communications by other means as provided for in this Section to be effective. If any Communication sent by regular first class U.S. mail, registered or certified U.S. mail postage paid return receipt requested, or overnight courier delivery is tendered to an addressee set out in Appendix D, as the same may be modified from time to time by Communication from the respective Party to the other Party, and the delivery thereof is refused by such addressee, then such Communication shall be deemed given and effective upon such tender. In addition, Communication of termination of this Agreement under Section 10.5 must contain the information required by Section 10.5 and, where Company is the Defaulting Party, must be sent to the attention of the then-current President and General Counsel of Company.

## SECTION 13 CONFIDENTIALITY

13.1 Confidential Business Information. The following constitutes “Confidential Business Information,” whether oral or written: (a) the Parties’ proposals and negotiations concerning this Agreement, made or conducted prior to the Effective Date; (b) drafts of the Program Application; and (c) any information delivered by Company to the Agency and Communities prior to or after the Execution Date relating to procurement of Program resources, including but not limited to Company information relating to the terms of agreements under which Company may procure Program resources. Communities and Company each agree to hold such Confidential Business Information wholly confidential, except as expressly provided in this Agreement. “Confidential Business Information” shall not include information that: (i) is in or enters the public domain through no fault of the Party receiving such information; or (ii) was in the possession of the receiving Party prior to delivery by the delivering party, other than through delivery thereof as specified in subsections (a) and (b) above. A Party providing any Confidential

Business Information under this Agreement shall clearly mark all pages of all documents and materials to be treated as Confidential Business Information with the term “Confidential” on the front of each page, document or material. If the Confidential Business Information is transmitted by electronic means the title or subject line shall indicate the information is Confidential Business Information. All Confidential Business Information shall be maintained as confidential, pursuant to the terms of this Section 13, for a period of two (2) years from the date it is received by the receiving Party unless otherwise agreed to in writing by the Parties.

13.2 Duty to Maintain Confidentiality. Each Party agrees not to disclose Confidential Business Information to any other Person (other than its Affiliates, accountants, auditors, counsel, consultants, investors or prospective investors (including tax equity investors), Lenders or prospective Lenders, employees, officers and directors, or Customer), without the prior written consent of the other Party; provided that: (a) either Party may disclose Confidential Business Information, if and to the extent such disclosure is required: (i) by Requirements of Law or securities exchange requirement; (ii) in order for Company to receive regulatory recovery of expenses related to this Agreement; (iii) pursuant to an order of a Governmental Authority; or (iv) in order to enforce this Agreement or to seek approval hereof; and (b) notwithstanding any other provision hereof, Company may in its sole discretion disclose or otherwise use for any purpose in its sole discretion the Confidential Business Information described in Section 13.1(b). In the event a Party is required by Requirements of Law to disclose Confidential Business Information, such Party shall to the extent possible promptly notify the other Party of the obligation to disclose such information.

13.3 Company Regulatory Compliance. The Parties acknowledge that Company is required by law or regulation to report certain information that is or could otherwise embody Confidential Business Information from time to time. Such reports include models, filings, reports of Company’s net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting such as those made on FERC Form 1 or Form 714, market power and market monitoring reports, annual state reports that include resources and loads, integrated resource planning reports, reports to entities such as NERC, WECC, Pacific Northwest Utility Coordinating Committee, WREGIS, or similar or successor organizations, forms, filings, or reports, the specific names of which may vary by jurisdiction, along with supporting documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, Company will from time to time be required to produce Confidential Business Information. Company may use its business judgment in its compliance with all of the foregoing and the appropriate level of confidentiality it seeks for such disclosures. Company may submit Confidential Business Information in regulatory proceedings without notice to Seller.

13.4 Agency and Communities’ GRAMA Compliance. Company acknowledges that Agency and Communities are subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 to -901, as amended (“GRAMA”); that certain records within Agency’s and Communities’ possession or control may be subject to public disclosure; and that Agency’s and Communities’ confidentiality obligations in this Agreement shall be subject in all respects to compliance with GRAMA; and that Agency and Communities may be required by law to produce certain information that is or could otherwise embody Confidential Business Information. Pursuant to Section 63G-2-309 of GRAMA, any Confidential Business Information

provided to Agency and Communities that Company believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. The Agency and the Communities may use their best judgment in their compliance with GRAMA. The Agency and Communities may produce Confidential Business Information in response to a valid GRAMA request without notice to Company.

13.5 Irreparable Injury; Remedies. Each Party agrees that violation of the terms of this Section 13 constitutes irreparable harm to the other Party, and that the harmed Party may seek any and all remedies available to it at law or in equity, including injunctive relief.

**13.6 NEWS RELEASES AND PUBLICITY. BEFORE ANY PARTY ISSUES ANY NEWS RELEASE OR PUBLICLY DISTRIBUTED PROMOTIONAL MATERIAL THAT MENTIONS THE PROGRAM OR ANY ASPECT OF PROGRAM ADMINISTRATION, INCLUDING BUT NOT LIMITED TO THE PROCUREMENT OF CLEAN ENERGY RESOURCES FOR PURPOSES OF SERVING PARTICIPATING CUSTOMERS, SUCH PARTY WILL FIRST PROVIDE A COPY THEREOF TO ALL OTHER PARTIES (OR IN THE CASE OF PROMOTIONAL MATERIALS PREPARED BY THE COMPANY, TO THE AGENCY) FOR REVIEW AND APPROVAL, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED, AND SHALL BE DEEMED PROVIDED IF THE REVIEWING PARTY DOES NOT PROVIDE RESPONSE WITHIN FIVE (5) BUSINESS DAYS. ANY USE OF BERKSHIRE HATHAWAY'S NAME REQUIRES COMPANY'S PRIOR WRITTEN CONSENT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 13.6 DOES NOT AFFECT THE ABILITY OF ANY PARTY FROM DISCUSSING THE PROGRAM OR ANY ASPECT OF PROGRAM ADMINISTRATION DURING OPEN MEETINGS OR IN RESPONSE TO INQUIRIES BY CONSTITUENTS, CUSTOMERS, OR THE MEDIA, AND DOES NOT RESTRICT ANY PARTY'S STATEMENTS (WHETHER WRITTEN OR ORAL) BEFORE THE UTAH PUBLIC SERVICE COMMISSION.**

## SECTION 14 DISAGREEMENTS

14.1 Negotiations. Prior to proceeding with formal dispute resolution, the Parties must first attempt in good faith to resolve informally all disputes arising out of, related to or in connection with this Agreement. Any Party may give the other Party notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one level above those employees who have previously been involved in the dispute must meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen (15) days after such referral, then, subject to the terms of this Agreement either Party may initiate any legal remedies available to the Party. No statements of position or offers of settlement made in the course of the dispute process described in this Section 14.1 will: (a) be offered into evidence for any purpose in any litigation between the Parties; (b) be used in any manner against either Party in any such litigation; or (c) constitute an admission or waiver of rights by either Party in

connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, will be promptly returned to the Party providing the same.

14.2 Choice of Forum. Each Party irrevocably consents and agrees that any legal action or proceeding arising out of this Agreement or the actions of the Parties leading up to this Agreement (“Proceedings”) will be brought exclusively in the Third Judicial District Court in and for Salt Lake County, State of Utah. By execution and delivery of this Agreement, each Party: (a) accepts the exclusive jurisdiction of such courts and waives any objection that it may now or hereafter have to the exercise of personal jurisdiction by such courts over each Party for the purpose of the Proceedings; (b) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such courts arising out of the Proceedings; (c) irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any of the Proceedings brought in such courts (including any claim that any such Proceeding has been brought in an inconvenient forum) in connection herewith; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to such Party at its address stated in this Agreement; and (e) agrees that nothing in this Agreement affects the right to effect service of process in any other manner permitted by law.

14.3 Third-Party Beneficiaries. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or any duty, obligation or undertaking established herein.

## **SECTION 15 MISCELLANEOUS**

15.1 Agency and Communities as Political Subdivisions of the State of Utah. Company acknowledges that Agency and Communities are Political Subdivisions of the State of Utah under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (“Immunity Act”). Nothing in this Agreement shall be construed as a waiver by Agency or Communities of any protections, rights, remedies, or defenses applicable to Agency or Communities under the Immunity Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation on judgments, or other applicable law. It is not the intent of Agency or Communities to incur by contract any liability for the operations, acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, the obligations of Agency and Communities in this Agreement to defend, indemnify, and hold harmless are subject to the Immunity Act, are limited to the amounts established in Section 63G-7-604 of the Immunity Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Agency or Communities.

15.2 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company, Agency, and Communities may retain duplicate copies of this Agreement, which will be considered equivalent to this original.

15.3 Several Obligations. Nothing in this Agreement will be construed to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty on or between any of the Parties.

15.4 Choice of Law. This Agreement will be interpreted and enforced in accordance with the laws of the State of Utah, without applying any choice of law rules that may direct the application of the laws of another jurisdiction.

15.5 Partial Invalidity. Without limiting Section 10.7 of this Agreement, if any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with valid and enforceable terms, provisions or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law and preserve the balance of the economics and equities contemplated by this Agreement in all material respects.

15.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless the waiver is provided in writing that (a) expressly identifies the provision being waived and (b) is executed by the Party waiving the provision. A Party's waiver of one or more failures by the other Party in the performance of any of the provisions of this Agreement will not be construed as a waiver of any other failure or failures, whether of a like kind or different nature.

15.7 Restriction on Assignments. Except as provided in this Section 15.7, no Party may transfer, sell, pledge, encumber or assign (collectively, "Assign") this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of the other Parties, each in its own discretion. Notwithstanding the foregoing, Company may Assign the Agreement to an affiliate of Company, provided that such assignee accepts Company's obligations under this Agreement in writing. Upon acceptance of Company's obligations by any such assignee, Company shall be released from all obligations or liabilities under this Agreement.

15.8 Entire Agreement; Amendments. Except as expressly set forth herein, this Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter of this Agreement. No amendment or modification of this Agreement (which shall not include the addition of a Joinder Agreement signed by an additional community pursuant to Section 15.9 hereto) is effective unless it is in writing and executed by all Parties.

15.9 Joinder. The Parties hereby acknowledge and agree that at any time after the date of this Agreement, one or more additional communities may become an additional party hereto by executing and delivering to each of the then-existing Parties hereto a Joinder Agreement. Immediately upon such execution and delivery of such Joinder Agreement (and without any further action), each such additional party will become a party to this Agreement as a Community and

have all of the rights and obligations of a Community hereunder and this Agreement and the appendices hereto shall be deemed amended by such Joinder Agreement.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed by its duly authorized officer or representative as of the Execution Date set forth in the preamble above.

ROCKY MOUNTAIN POWER  By: _____ Name: _____ Title: _____ Date: _____	COMMUNITY RENEWABLE ENERGY AGENCY  By: _____ Name: _____ Title: _____ Date: _____
TOWN OF ALTA  By: _____ Name: _____ Title: _____ Date: _____	TOWN OF CASTLE VALLEY  By: _____ Name: _____ Title: _____ Date: _____
COALVILLE CITY  By: _____ Name: _____ Title: _____ Date: _____	CITY OF COTTONWOOD HEIGHTS  By: _____ Name: _____ Title: _____ Date: _____

<p>EMIGRATION CANYON CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>	<p>FRANCIS CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>
<p>GRAND COUNTY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>	<p>CITY OF HOLLADAY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>
<p>CITY OF KEARNS</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>	<p>MILLCREEK</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>
<p>CITY OF MOAB</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>	<p>OAKLEY CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>

<p>OGDEN CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>	<p>PARK CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>
<p>SALT LAKE CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>	<p>SALT LAKE COUNTY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>
<p>TOWN OF SPRINGDALE</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>	<p>SUMMIT COUNTY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>
<p>MIDVALE</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><u>Date:</u> _____</p>	

**Appendix A  
List of Communities**

Town of Alta  
Town of Castle Valley  
Coalville City  
City of Cottonwood Heights  
Emigration Canyon City  
Francis City  
Grand County  
City of Holladay  
City of Kearns  
Midvale  
Millcreek  
City of Moab  
Oakley City  
Ogden City  
Park City  
Salt Lake City  
Salt Lake County  
Town of Springdale  
Summit County

**Appendix B**  
**Agreement for Payment of Third-Party Expertise**

**Appendix C**  
**Memorandum of Understanding**

**Appendix D  
Communication Information**

AGENCY:

**Community Renewable Energy Agency**

Secretary  
3330 South 1300 East  
Millcreek, UT 84106  
[equinton@summitcounty.org](mailto:equinton@summitcounty.org)

Phillip J. Russell  
James Dodge Russell & Stephens, P.C.  
10 W. Broadway, Suite 400  
Salt Lake City, Utah 84101  
[prussell@jdrsllaw.com](mailto:prussell@jdrsllaw.com)

COMMUNITIES:

**Town of Alta**

Chris Cawley  
PO Box 8016  
Alta, UT 84092  
[ccawley@townofalta.com](mailto:ccawley@townofalta.com)

**Town of Castle Valley**

HC 64 Box 2705  
Castle Valley, UT 84532  
[townclerk@castlevalleyutah.com](mailto:townclerk@castlevalleyutah.com)

**Coalville City**

PO Box 188  
10 North Main Street  
Coalville, UT 84017  
[cityhall@coalvillecity.org](mailto:cityhall@coalvillecity.org)

**City of Cottonwood Heights**

City Manager  
2277 East Bengal Boulevard  
Cottonwood Heights, UT 84121  
[ttingey@ch.utah.gov](mailto:ttingey@ch.utah.gov)

**Emigration Canyon City**

5025 E Emigration Canyon Road  
Emigration Canyon City, UT 84108  
[info@ecmetro.org](mailto:info@ecmetro.org)

**Francis City**

Recorder  
2317 South Spring Hollow Road  
Francis, UT 84036  
[sgillett@francisutah.org](mailto:sgillett@francisutah.org)

**Grand County**

Commission's Office  
125 E. Center Street  
Moab, UT 84532  
[qhall@grandcountyutah.net](mailto:qhall@grandcountyutah.net)

**City of Holladay**

City Manager  
4580 South 2300 East  
Holladay, UT 84117  
[gchamness@cityofholladay.com](mailto:gchamness@cityofholladay.com)

**City of Kearns**

Mayor  
4956 West 6200 South #527  
Kearns, UT 84118  
[lobk9973@hotmail.com](mailto:lobk9973@hotmail.com)

**Midvale**

Mayor  
7505 S Holden Street  
Midvale, UT 84047  
[mstevenson@midvale.com](mailto:mstevenson@midvale.com)

**Millcreek**

Mayor  
3300 South 1300 East  
Millcreek, UT 84106  
[jsilvestrini@millcreek.us](mailto:jsilvestrini@millcreek.us)

**City of Moab**

City Manager  
217 East Center Street  
Moab, UT 84532-2534  
[ccastle@moabcity.org](mailto:ccastle@moabcity.org)

**Oakley City**

PO Box 129  
Oakley, UT 84055  
[oakley@oakleycity.com](mailto:oakley@oakleycity.com)

**Ogden City**

Mara Brown  
Management Services Director  
2549 Washington Blvd. #800  
Ogden, UT 84401  
[marabrown@ogdencity.com](mailto:marabrown@ogdencity.com)

**Park City**

Luke Cartin  
Park City Municipal Corporation  
PO Box 1480  
Park City, UT 84060  
[luke.cartin@parkcity.org](mailto:luke.cartin@parkcity.org)

**Salt Lake City**

Christopher Thomas  
Salt Lake City Department of Sustainability  
541 S. State St. Room 404  
PO Box 145467  
Salt Lake City, UT 84114-5474  
[christopher.thomas@slcgov.com](mailto:christopher.thomas@slcgov.com)

**Salt Lake County**

Salt Lake County Government Center  
2001 South State Street, Suite N-2100  
PO Box 144575  
Salt Lake City, UT 84114-4575  
[mayor@slco.org](mailto:mayor@slco.org)

**Town of Springdale**

118 Lion Boulevard  
PO Box 187  
Springdale, UT 84767-0187  
[rwixom@springdale.utah.gov](mailto:rwixom@springdale.utah.gov)

J. Gregory Hardman  
Snow Jensen & Reece  
912 West 1600 South, Suite B-200  
St. George, UT 84770  
[ghardman@snowjensen.com](mailto:ghardman@snowjensen.com)

**Summit County**  
Emily Quinton  
PO Box 128  
Coalville, UT 84017  
[equinton@summitcounty.org](mailto:equinton@summitcounty.org)

ROCKY MOUNTAIN POWER:

**General:**

PacifiCorp  
1407 West North Temple, Suite 320  
Salt Lake City, Utah 84116  
Attn: Contract Administration  
E-mail: [cntadmin@pacificorp.com](mailto:cntadmin@pacificorp.com)

With a Copy To:

1407 West North Temple, Suite 320  
Salt Lake City, Utah 84116  
Attn: Counsel  
[katherine.smith@pacificorp.com](mailto:katherine.smith@pacificorp.com)

**Payments:**

Attn: Central Cashiers Office, Suite 550  
Phone: (503) 813-6826

**Notices of an Event of Default or Potential Event of Default:**

In addition to notice to the “General” address above, copy to

PacifiCorp Legal Department  
825 NE Multnomah, Suite 2000  
Portland, Oregon 97232- 2315  
Attn: Assistant General Counsel  
[andrew.mayer@pacificorp.com](mailto:andrew.mayer@pacificorp.com)

**Appendix A  
List of Communities**

Town of Alta  
Town of Castle Valley  
Coalville City  
City of Cottonwood Heights  
Emigration Canyon Township  
Francis City  
Grand County  
City of Holladay  
Kearns Metro Township  
Millcreek  
City of Moab  
Oakley City  
Ogden City  
Park City  
Salt Lake City  
Salt Lake County  
Town of Springdale  
Summit County

**Appendix B**  
**Agreement for Payment of Third-Party Expertise**

**AGREEMENT FOR PAYMENT FOR THIRD-PARTY EXPERTISE**

**between**

**COMMUNITY RENEWABLE ENERGY AGENCY**

**and**

**ROCKY MOUNTAIN POWER**

This AGREEMENT FOR PAYMENT FOR THIRD-PARTY EXPERTISE (this “Agreement”) is entered into by and between the Community Renewable Energy Agency (“Agency”) and Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the “Company”) (the Agency and the Company are each a “Party” and are referred to herein collectively as the “Parties”).

**RECITALS**

- A. In 2019, the Utah State Legislature enacted H.B. 411 that was codified at Utah Code Ann. § 54-17-901 *et seq.* and is known as the “Community Renewable Energy Act” (“Act”).
- B. The Act authorizes a community renewable energy program (“Program”) to be proposed in an application (“Application”) to be filed by a qualified utility for approval by the Commission. The Company is the qualified utility relevant to this Program.
- C. Upon Commission approval of the Program, the Company will be authorized to provide electric service from one or more “renewable energy resources” as defined by the Act (“Renewable Resources”) to end-use customers within the Participating Communities that participate in the Program (“Participating Communities”).
- D. The Act sets forth various requirements for a municipality, county or town (“Community”) that seeks to enable the Company to provide electric service pursuant to the Program to end-use customers located within the Community. These include:
  - 1. Pursuant to Utah Code § 54-17-903(2)(a), the Community must adopt a resolution no later than December 31, 2019, that states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from a renewable energy resource by 2030 (“Program Resolution”);
  - 2. Pursuant to Utah Code § 54-17-903(2)(b)(i)(A), the Community must enter into an agreement with a qualified utility with the stipulation of payment by the Community to the qualified utility for the costs of third-party expertise contracted for by the Division of Public Utilities (“Division”) and the Office of Consumer Services (“Office”), for assistance with activities associated with initial approval of the Program (“Third-Party Expertise Agreement”);

- E. The Act, as supplemented by rules adopted by the Commission and set forth at Utah Administrative Code R746-314 (“Rules”), require the Communities that adopted the Program Resolution to adopt a governance agreement to establish a decision-making process to ensure that the Communities will be able to reach a single joint decision on necessary Program issues;
- F. Consistent with the Act and the Rules, certain of the Communities have established the Agency and a decision-making process concerning Program issues pursuant to that Interlocal Cooperation Agreement entered into pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq* (the “Governance Agreement”); and
- G. The Communities that have adopted the Program Resolution and that have entered into the Governance Agreement are listed in Appendix A hereto (the “Listed Entities”);
- H. Consistent with the requirements of the Governance Agreement, and to satisfy the requirements of the Act, the Agency (on behalf of the Listed Entities) and the Company hereby enter into the following Agreement.

## **TERMS**

### **Section 1. Term of Agreement.**

This Agreement shall be effective as of \_\_\_\_\_ (“Effective Date”) and shall remain in effect until all payments contemplated by this Agreement have been made.

### **Section 2. Third-Party Expenses.**

A Memorandum of Understanding (“MOU”) has been reached between the Division, the Office, the Company, and the Agency. The MOU sets forth various understandings between the Division, the Office, the Company and the Agency, on behalf of each of the Listed Entities, regarding the process and procedures for the payment of third-party expenses incurred by the Division and the Office for assistance associated with the initial approval of the Program. As set forth in the MOU, the Division and the Office have agreed that consulting fees associated with the initial approval of the Program for which they will seek payment pursuant to this Agreement will not exceed \$100,000 for each entity. Consistent with this separate agreement, the Agency has budgeted a total of \$200,000 for purposes of this Agreement.

### **Section 3. Stipulation of Payment of Third-Party Expenses.**

The Agency hereby stipulates that it will pay to the Company up to \$100,000 for consulting fees incurred by the Division and up to \$100,000 for consulting fees incurred by the Office for third-party expertise contracted for by the Division and the Office for assistance with activities associated with initial approval of the Program as contemplated by the Act.

**Section 4. Process for Payment of Third-Party Expenses.**

The process for payment of the invoicing and payment of third-party expenses is set forth in full in the MOU. Consistent with the MOU, the Division and the Office will submit to the Company, with a copy to the Agency, a summary invoice identifying the approved amount incurred for consulting fees related to the evaluation of the Program. For purposes of this Agreement, the Agency and the Company agree as follows:

Within 30 days of its receipt of each summary invoice from the Office or the Division, the Company shall remit payment by check to the consultant identified in the summary invoice. The Company shall not be obligated to pay more than \$100,000 to the Division or more than \$100,000 to the Office (or \$200,000 total) for third-party expertise contemplated under this Agreement.

Within 20 days of its receipt of the summary invoice from the Office or the Division, the Agency shall pay the Company the full amount owed for each such summary invoice. The Agency shall not be obligated to pay the Company more than \$100,000 for invoices submitted by the Division or more than \$100,000 for invoices submitted by the Office (or \$200,000 total) for third-party expertise contemplated under this Agreement. Payments shall be paid by check mailed to Company as follows:

PacifiCorp  
Attn: Central Cashiers Office  
825 NE Multnomah, Suite 550  
Portland, OR 97232

**Section 5. Representations and Warranties.**

On the Effective Date, each Party represents, warrants and covenants to the other Party that:

(a) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(b) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;

(c) There is not pending, or to its knowledge, threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Agreement;

(d) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party, and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and

(e) It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.

**Section 6. Governing Law; Jurisdiction; Venue.**

All provisions of this Agreement and the rights and obligations of the Parties shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each Party agrees that any dispute relating to this Agreement shall be brought before the Commission or a federal or state court located within the State of Utah with jurisdiction over such dispute, and each Party consents to the exclusive jurisdiction of such court or Commission (and the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each party waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum.

**Section 7. Waiver of Jury Trial.**

To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**Section 8. Default; Remedies; Waiver**

Either Party may exercise any or all of its right and remedies under this Agreement and under any applicable laws, rules and regulations. Under no circumstances shall either Party be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

**Section 9. Communications and Notice**

Any notice required or desired to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, electronic mail or by registered or certified mail, return receipt requested, to the other Party at the address set forth below:

If to Company: Rocky Mountain Power  
Attention: Jana Saba  
State Regulatory Affairs Manager – Utah  
1407 W. North Temple, Suite 330  
Salt Lake City, Utah 84116  
[jana.saba@pacificorp.com](mailto:jana.saba@pacificorp.com)

With a copy to: Rocky Mountain Power  
Attention: Legal Department  
1407 W. North Temple, Suite 330  
Salt Lake City, Utah 84116

If to Agency: Community Renewable Energy Agency  
Attention: Emily Quinton, Secretary  
Dan Dugan, Chair  
3330 South 1300 East  
Millcreek, UT 84106

With a copy to: James Dodge Russell & Stephens, P.C.  
Attention: Phillip Russell  
10 W. Broadway, Suite 400  
Salt Lake City, UT 84101  
[prussell@jdrslaw.com](mailto:prussell@jdrslaw.com)

Either Party may modify the contact persons or addresses at which the Party is to receive notice by delivering a written notice of the change to the other Party in a manner consistent with this Section.

**Section 10. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. Each Party agrees that electronic signatures in this Agreement, whether by facsimile, by electronic mail in “portable document format” (.pdf) or similar format, or by digital or encrypted electronic signature software, have the same force and effect as manual signatures. Electronic signatures of the Parties shall be deemed to constitute original signatures, and copies hereof shall be deemed to constitute duplicate originals.

**Section 11. Modification/Amendment.**

Any modification, extension or amendment to this Agreement must be in writing, having direct reference to this Agreement and must be executed by duly authorized representatives of the Parties. The Agency and the Company anticipate entering into one or more other agreements related to the development and operation of the Program. This Agreement shall survive and not be superseded by any such subsequent agreements unless expressly indicated consistent with this provision.

**Section 12. Integration; Amendment.**

All terms and conditions heretofore made or agreed to with respect to the subject matter of this Agreement are merged into this Agreement, and no previous or contemporary representation or agreement made by any officer, agent or employee of Company or Agency shall be binding upon either Party unless contained herein. Except as otherwise expressly provided, this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.

**Section 13. Miscellaneous.**

(a) This Agreement contains the entire agreement relating to the subject matter hereof and supersedes all proposals, negotiations, representations, warranties, conditions and agreements, collateral or otherwise, oral or written, made prior to the execution of this Agreement relating to the subject matter hereof.

(b) This Agreement shall be construed without regard to the identity of the Party that drafted the provisions of this Agreement and each and every provision of this Agreement shall be construed as though the Parties participated equally in drafting such provisions.

(c) This Agreement, and the rights and obligations hereunder, shall inure to the benefit of, and be enforceable against, any and all of each Party's successors (including a successor by any amalgamation of a Party) and permitted assigns.

(d) Each Party shall, in good faith, take all reasonable actions necessary to permit each Party to fulfill its obligations under this Agreement. Where the consent, agreement or approval shall not be unreasonably withheld, conditioned or delayed. Where either Party is required or permitted to act or omit to act based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised.


(e) The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of this Agreement shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion, or expiration.

*[Signature page follows]*

The Parties hereto have caused this Agreement for Payment For Third-Party Expertise to be executed by persons duly authorized.

**COMMUNITY RENEWABLE  
ENERGY AGENCY**

**ROCKY MOUNTAIN POWER**

By:   
Name: DANIEL E DUGAN  
Title: CHAIR  
Date: 17 June 2022

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Appendix C**  
**Memorandum of Understanding**

**MEMORANDUM OF UNDERSTANDING REGARDING  
PAYMENT FOR THIRD-PARTY EXPERTISE**

This MEMORANDUM OF UNDERSTANDING REGARDING PAYMENT FOR THIRD-PARTY EXPERTISE (this “Memorandum”) is entered into by and between the Community Renewable Energy Agency (“Agency”), Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the “Company”), the Division of Public Utilities created in Utah Code § 54-4a-1 (“Division”), and the Office of Consumer Services created in Utah Code § 54-10a-101 (“Office”).

**RECITALS**

- A. In 2019, the Utah State Legislature enacted H.B. 411 that was codified at Utah Code Ann. § 54-17-901 *et seq.* and is known as the “Community Renewable Energy Act” (“Act”).
- B. The Act authorizes a community renewable energy program (“Program”) to be proposed in an application (“Application”) to be filed by a qualified utility for approval by the Public Service Commission of Utah (“Commission”). The Company is the qualified utility relevant to this Program.
- C. Upon Commission approval of the Program, RMP will be authorized to provide electric service from one or more “renewable energy resources” as defined by the Act (“Renewable Resources”) to end-use customers within the Participating Communities that participate in the Program (“Participating Communities”).
- D. The Act sets forth various requirements for a municipality, county or town (“Community”) that seeks to enable the Company to provide electric service pursuant to the Program to end-use customers located within the Community. These include:
  - 1. Pursuant to Utah Code § 54-17-903(2)(a), the Community must adopt a resolution no later than December 31, 2019, that states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from a renewable energy resource by 2030 (“Program Resolution”);
  - 2. Pursuant to Utah Code § 54-17-903(2)(b)(i)(A), the Community must enter into an agreement (“Third-Party Expertise Agreement”) with a qualified utility with the stipulation of payment by the Community to the qualified utility for the costs of third-party expertise contracted for by the Division and the Office, for assistance with activities associated with initial approval of the Program (each such person or entity retained to provide such third-party expertise, a “Consultant”);
- E. The Act, as supplemented by rules adopted by the Commission and set forth at Utah Administrative Code R746-314 (“Rules”), require the Communities that adopted the

Program Resolution to adopt a governance agreement to establish a decision-making process to ensure that the Communities will be able to reach a single joint decision on necessary Program issues;

- F. Consistent with the Act and the Rules, certain of the Communities have established the Agency and a decision-making process concerning Program issues pursuant to that Interlocal Cooperation Agreement entered into pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the “Governance Agreement”);
- G. The Communities that have adopted the Program Resolution and that have entered into the Governance Agreement are listed in Appendix A hereto (the “Listed Entities”);
- H. Consistent with the requirements of the Governance Agreement, and to satisfy the requirements of the Act, the Agency (on behalf of the Listed Entities) and the Company have entered into the required Third-Party Expertise Agreement with an effective date contemporaneous with this Memorandum; and
- I. This Memorandum addresses invoicing, practices, and procedures regarding the payments and reimbursements to be made for Consultants as contemplated by Utah Code § 54-17-903(2)(b)(1)(a).

## **TERMS**

### **Section 1. Term of Agreement.**

This Memorandum shall be effective as of \_\_\_\_\_ (“Effective Date”) and shall remain in effect until all payments contemplated by the Third-Party Expertise Agreement have been made.

### **Section 2. Third-Party Expertise Agreement.**

Pursuant to Utah Code § 54-17-903(2)(b)(i)(A), the Listed Entities are obligated to enter into an agreement with the Company to pay for third-party consulting fees incurred by the Division and the Office associated with the initial approval of the Program. The Agency, on behalf of each of the Listed Entities, and the Company have entered into such a Third-Party Expertise Agreement with an effective date that is contemporaneous to the Effective Date herein.

### **Section 3. Engagement of Third-Party Expertise**

The Division and the Office currently expect to engage third-party Consultants to assist them in discussions and proceedings related to the development and initial approval of the Program. The Division and the Office shall have complete discretion in deciding whether to engage third-party Consultants to assist with the activities associated with initial approval of the Program, which Consultants to engage, and the services to be performed by the Consultants, and neither the Agency nor the Company shall have any input or oversight into the process by which the Division and the Office engage such Consultants or how the Consultants perform such services.

If the Division and/or the Office engage third-party Consultants to assist with activities associated with initial approval of the Program, each entity shall exercise sole discretion in setting the rates and terms of service for such Consultant. Each entity shall likewise have sole discretion in implementing policies and procedures to define the relationship between the entity and the Consultant it hires, including procedures for the submission of invoices for work performed. Each entity shall have sole discretion in reviewing and approving the invoices submitted by such Consultant. In exercising this discretion, each entity shall apply the same methods and standards of care exercised in other dockets before the Commission in which the agency engages expert consultants and approves invoices.

Notwithstanding the foregoing, neither the Agency nor the Company shall be obligated to the Division or the Office for any fees or expenses charged by Consultants that are not actually incurred in connection with the initial development and approval of the Program.

**Section 4. Third-Party Expenses.**

In the event that the Division and/or the Office engage third-party Consultants for assistance in the initial development and approval of the Program, each entity agrees not to seek reimbursement of expenses for such third-party expertise as contemplated by Utah Code § 54-17-903(2)(b)(i)(A) in an amount in excess of \$100,000 for each entity.

**Section 5. Process for Payment of Third-Party Expenses.**

Utah Code § 54-17-903(2)(b)(i)(A) requires the Listed Entities to pay to the Company the amounts incurred by the Division and the Office for third-party expertise regarding the initial approval of the Program. The Parties agree to utilize the following process to facilitate payment by the Listed Entities, through the Agency, to the Company for amounts incurred by the Division and the Office for such third-party expertise.

- 5.1 After receipt of an invoice from a Consultant, the Division or Office shall review and approve that invoice consistent with its typical methods and standards of care. Such invoice shall be approved and submitted by the Division or Office for payment under this Memorandum only to the extent it is for assistance with activities associated with initial approval of the Program as contemplated by the Act, and submission of an approved invoice for payment under this Memorandum shall constitute a representation to that effect by the Division or the Office, as applicable. Each entity shall then prepare a summary invoice to submit to the Company. The summary invoice may include as much information as each entity deems appropriate, but need not contain any information other than (a) the Consultant's name, (b) the Consultant's hourly rate, (c) the total hours billed by the Consultant for the invoice, (d) the total invoice amount to be paid. The summary invoice need not include a description of the services performed or the hours associated with any individual task.

- 5.2 Summary invoices shall be submitted to the Company's State Regulatory Affairs Manager for Utah, currently Jana Saba, via email [jana.saba@pacificorp.com](mailto:jana.saba@pacificorp.com), with a copy to the Agency via email to the following for the Agency:

Treasurer: Jeff Silvestrini ([jsilvestrini@millcreek.us](mailto:jsilvestrini@millcreek.us)),  
Chair: Dan Dugan ([Daniel.Dugan@slcgov.com](mailto:Daniel.Dugan@slcgov.com)), and  
Copy to: Christopher Thomas ([Christopher.Thomas@slcgov.com](mailto:Christopher.Thomas@slcgov.com)).

With the first summary invoice submitted, the Division or Office, as applicable, will provide a copy of the W-9 form attached hereto as Appendix B, which the Division or Office shall ensure has been completed by its Consultant.

- 5.3 Within 30 days of its receipt of the summary invoice pursuant to this Section, the Company shall remit payment by check to the consultant identified in the summary invoice.
- 5.4 Within 20 days of its receipt of the summary invoice pursuant to this Section, the Agency shall remit payment by check to the Company consistent with the provisions of the Third-Party Expertise Agreement.

#### **Section 6. Representations and Warranties.**

On the Effective Date, each Party represents, warrants and covenants to the other Party that:

- (a) The execution, delivery and performance of this Memorandum are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
- (b) This Memorandum constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;
- (c) There is not pending, or to its knowledge, threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Memorandum;
- (d) It is acting for its own account and its decision to enter into this Memorandum is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party, and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Memorandum; and
- (e) It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Memorandum in deciding to enter into this Memorandum.

**Section 7. Governing Law; Jurisdiction; Venue.**

All provisions of this Memorandum and the rights and obligations of the Parties shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each Party agrees that any dispute relating to this Memorandum shall be brought before the Commission or a court located within the State of Utah with jurisdiction over such dispute, and each Party consents to the exclusive jurisdiction of such court or Commission (and the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each party waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum.

**Section 8. Waiver of Jury Trial.**

To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Memorandum. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**Section 9. Default; Remedies; Waiver**

Either Party may exercise any or all of its right and remedies under this Memorandum and under any applicable laws, rules and regulations. Under no circumstances shall either Party be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages. No provision of this Memorandum shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Memorandum or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Memorandum shall be deemed a waiver of any other provision of this Memorandum or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

**Section 10. Communications and Notice**

Any notice required or desired to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, electronic mail or by registered or certified mail, return receipt requested, to the other Party at the address set forth below:

If to the Division:      Division of Public Utilities  
   Attention:      Chris Parker, Director  
   160 East 300 South, 4<sup>th</sup> Floor  
   P.O. Box 146751  
   Salt Lake City, UT 84114-6741  
   [chrisparker@utah.gov](mailto:chrisparker@utah.gov)

If to the Office: Office of Consumer Services  
Attention: Michele Beck,  
160 East 300 South, Room 201  
P.O. Box 146782  
Salt Lake City, UT 84114-6782  
[mbeck@utah.gov](mailto:mbeck@utah.gov)

If to Company: Rocky Mountain Power  
Attention: Jana Saba  
State Regulatory Affairs Manager – Utah  
1407 W. North Temple, Suite 330  
Salt Lake City, Utah 84116  
[jana.saba@pacificorp.com](mailto:jana.saba@pacificorp.com)

With a copy to: Rocky Mountain Power  
Attention: Legal Department  
1407 W. North Temple, Suite 330  
Salt Lake City, Utah 84116

If to Agency: Community Renewable Energy Agency  
Attention: Emily Quinton, Secretary  
Dan Dugan, Chair  
3330 South 1300 East  
Millcreek, UT 84106

With a copy to: James Dodge Russell & Stephens, P.C.  
Attention: Phillip Russell  
10 W. Broadway, Suite 400  
Salt Lake City, UT 84101  
[prussell@jdrslaw.com](mailto:prussell@jdrslaw.com)

Any Party may modify the contact persons or addresses at which the Party is to receive notice by delivering a written notice of the change to all other Parties in a manner consistent with this Section.

**Section 11. Counterparts.**

This Memorandum may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. Each Party agrees that electronic signatures in this Memorandum, whether by facsimile, by electronic mail in “portable document format” (.pdf) or similar format, or by digital or encrypted electronic signature software, have the same force and effect as manual signatures. Electronic signatures of the Parties shall be deemed to constitute original signatures, and copies hereof shall be deemed to constitute duplicate originals.

**Section 12. Modification/Amendment.**

Any modification, extension or amendment to this Memorandum must be in writing, having direct reference to this Memorandum and must be executed by duly authorized representatives of the Parties. The Agency and the Company anticipate entering into one or more other agreements related to the development and operation of the Program. This Memorandum shall survive and not be superseded by any such subsequent agreements unless expressly indicated consistent with this provision.

**Section 13. Integration; Amendment.**

All terms and conditions heretofore made or agreed to with respect to the subject matter of this Memorandum are merged into this Memorandum, and no previous or contemporary representation or agreement made by any officer, agent or employee of Company or Agency shall be binding upon either Party unless contained herein. Except as otherwise expressly provided, this Memorandum may be modified only by a subsequent written amendment or agreement executed among the Parties.

**Section 14. Miscellaneous.**

(a) This Memorandum contains the entire agreement relating to the subject matter hereof and supersedes all proposals, negotiations, representations, warranties, conditions and agreements, collateral or otherwise, oral or written, made prior to the execution of this Memorandum relating to the subject matter hereof.

(b) This Memorandum shall be construed without regard to the identity of the Party that drafted the provisions of this Memorandum and each and every provision of this Memorandum shall be construed as though the Parties participated equally in drafting such provisions.

(c) This Memorandum, and the rights and obligations hereunder, shall inure to the benefit of, and be enforceable against, any and all of each Party's successors (including a successor by any amalgamation of a Party) and permitted assigns.

(d) Each Party shall, in good faith, take all reasonable actions necessary to permit each Party to fulfill its obligations under this Memorandum. Where the consent, agreement or approval shall not be unreasonably withheld, conditioned or delayed. Where either Party is required or permitted to act or omit to act based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised.

(e) The provisions of this Memorandum that by their nature are intended to survive the termination, cancellation, completion, or expiration of this Memorandum shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion, or expiration.

*[Signature page follows]*

The Parties hereto have caused this Memorandum of Understanding to be executed by persons duly authorized.


**DIVISION OF PUBLIC UTILITIES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OFFICE OF CONSUMER SERVICES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMMUNITY RENEWABLE  
ENERGY AGENCY**

By:   
Name: DANIEL E. DUGAN  
Title: CHAIR  
Date: 11 JUN 2022

**ROCKY MOUNTAIN POWER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPENDIX A  
“LISTED ENTITIES”

The Listed Entities set forth below timely adopted the Program Resolution required by Utah Code § 54-17-903(2)(a) and have joined or are eligible to join the Agency:

**Listed Entities**

Coalville City  
Cottonwood Heights  
Emigration Canyon Township  
Francis City  
Grand County  
City of Holladay  
Kearns  
Millcreek  
Moab City  
Oakley City  
Ogden City  
Park City  
Salt Lake City  
Salt Lake County  
Springdale City  
Summit County  
Town of Alta  
Town of Castle Valley

**Appendix D  
Communication Information**

AGENCY:

**Community Renewable Energy Agency**

Secretary  
3330 South 1300 East  
Millcreek, UT 84106  
[equinton@summitcounty.org](mailto:equinton@summitcounty.org)

Phillip J. Russell  
James Dodge Russell & Stephens, P.C.  
10 W. Broadway, Suite 400  
Salt Lake City, Utah 84101  
[prussell@jdrsllaw.com](mailto:prussell@jdrsllaw.com)

COMMUNITIES:

**Town of Alta**

Chris Cawley  
PO Box 8016  
Alta, UT 84092  
[ccawley@townofalta.com](mailto:ccawley@townofalta.com)

**Town of Castle Valley**

HC 64 Box 2705  
Castle Valley, UT 84532  
[townclerk@castlevalleyutah.com](mailto:townclerk@castlevalleyutah.com)

**Coalville City**

PO Box 188  
10 North Main Street  
Coalville, UT 84017  
[cityhall@coalvillecity.org](mailto:cityhall@coalvillecity.org)

**City of Cottonwood Heights**

City Manager  
2277 East Bengal Boulevard  
Cottonwood Heights, UT 84121  
[ttingey@ch.utah.gov](mailto:ttingey@ch.utah.gov)

**Emigration Canyon Township**

5025 E Emigration Canyon Road  
Emigration Canyon Metro Township, UT 84108

[info@ecmetro.org](mailto:info@ecmetro.org)

**Francis City**

Recorder  
2317 South Spring Hollow Road  
Francis, UT 84036  
[sgillett@francisutah.org](mailto:sgillett@francisutah.org)

**Grand County**

Commission's Office  
125 E. Center Street  
Moab, UT 84532  
[qhall@grandcountyutah.net](mailto:qhall@grandcountyutah.net)

**City of Holladay**

City Manager  
4580 South 2300 East  
Holladay, UT 84117  
[gchamness@cityofholladay.com](mailto:gchamness@cityofholladay.com)

**Kearns Metro Township**

Mayor  
4956 West 6200 South #527  
Kearns, UT 84118  
[lobk9973@hotmail.com](mailto:lobk9973@hotmail.com)

**Millcreek**

Mayor  
3300 South 1300 East  
Millcreek, UT 84106  
[jsilvestrini@millcreek.us](mailto:jsilvestrini@millcreek.us)

**City of Moab**

City Manager  
217 East Center Street  
Moab, UT 84532-2534  
[ccastle@moabcity.org](mailto:ccastle@moabcity.org)

**Oakley City**

PO Box 129  
Oakley, UT 84055  
[oakley@oakleycity.com](mailto:oakley@oakleycity.com)

**Ogden City**

Mara Brown  
Management Services Director  
2549 Washington Blvd. #800  
Ogden, UT 84401  
[marabrown@ogdencity.com](mailto:marabrown@ogdencity.com)

**Park City**

Luke Cartin  
Park City Municipal Corporation  
PO Box 1480  
Park City, UT 84060  
[luke.cartin@parkcity.org](mailto:luke.cartin@parkcity.org)

**Salt Lake City**

Christopher Thomas  
Salt Lake City Department of Sustainability  
541 S. State St. Room 404  
PO Box 145467  
Salt Lake City, UT 84114-5474  
[christopher.thomas@slcgov.com](mailto:christopher.thomas@slcgov.com)

**Salt Lake County**

Salt Lake County Government Center  
2001 South State Street, Suite N-2100  
PO Box 144575  
Salt Lake City, UT 84114-4575  
[mayor@slco.org](mailto:mayor@slco.org)

**Town of Springdale**

118 Lion Boulevard  
PO Box 187  
Springdale, UT 84767-0187  
[rwixom@springdale.utah.gov](mailto:rwixom@springdale.utah.gov)

J. Gregory Hardman  
Snow Jensen & Reece  
912 West 1600 South, Suite B-200  
St. George, UT 84770  
[ghardman@snowjensen.com](mailto:ghardman@snowjensen.com)

**Summit County**  
Emily Quinton  
PO Box 128  
Coalville, UT 84017  
[equinton@summitcounty.org](mailto:equinton@summitcounty.org)

ROCKY MOUNTAIN POWER:

**General:**

PacifiCorp  
1407 West North Temple, Suite 320  
Salt Lake City, Utah 84116  
Attn: Contract Administration  
E-mail: [cntadmin@pacificorp.com](mailto:cntadmin@pacificorp.com)

With a Copy To:

1407 West North Temple, Suite 320  
Salt Lake City, Utah 84116  
Attn: Counsel  
[katherine.smith@pacificorp.com](mailto:katherine.smith@pacificorp.com)

**Payments:**

Attn: Central Cashiers Office, Suite 550  
Phone: (503) 813-6826

**Notices of an Event of Default or Potential Event of Default:**

In addition to notice to the “General” address above, copy to

PacifiCorp Legal Department  
825 NE Multnomah, Suite 2000  
Portland, Oregon 97232- 2315  
Attn: Assistant General Counsel  
[andrew.mayer@pacificorp.com](mailto:andrew.mayer@pacificorp.com)

# Plan for Low-Income Assistance for Midvale

The following Plan for Low-Income Assistance was developed in response to requirements for the Program Application as described in Utah law [54-17-904\(2\)\(f\)](#) and Public Service Commission administrative rules [R746-314-401\(3\)\(i\)](#). The overarching goal for this Plan is to facilitate equitable participation in the Community Renewable Energy Program by all income levels, without undue financial burden.

Strategies in this plan were identified by members of the Community Renewable Energy Agency Low-Income Plan Committee, and reviewed by PacifiCorp, the Office of Consumer Services, and the Division of Public Utilities. Additional stakeholders were engaged in the formation of the strategies listed in this plan, including current utility assistance program implementers.

## **Programmatic Strategies**

The following strategies will apply to all eligible customers participating in the Community Renewable Energy Program, without variation between participating communities. They were adopted by the Community Renewable Energy Agency Board at its December 5, 2022 meeting.

### **1. Enhanced Monthly Bill Credit**

*For participating customers who are enrolled in Schedule 3 (“Low Income Lifeline Program – Residential Service”) an additional monthly bill credit will be applied in an amount equal to the estimated average residential customer rate impact, not to exceed \$7.00. This monthly bill credit will be funded through a monthly surcharge paid by participating customers who are not enrolled in Schedule 3, in an amount not to exceed \$0.70.*

### **2. Termination Fee Waiver**

*For participating customers who are enrolled in Schedule 3 (“Low Income Lifeline Program – Residential Service”) the termination fee for exiting the community renewable energy program, if any, will be waived.*

To further support participating low-income customers, the Community Renewable Energy Agency Board adopted a resolution at its December 5, 2022 meeting to request

that as Rocky Mountain Power continues to develop its online billing platform, an elective donation program be facilitated by which participating customers could make donations to aid low-income customers participating in the Community Renewable Energy Program. The Board recognizes that Rocky Mountain Power cannot currently support such a request, but may do so at a future time.

### **Outreach Strategies**

- The following strategies are focused on providing enhanced communication, beyond that detailed in the standard noticing requirements of Utah law 54-17-905(1)(a), to households who may be disproportionately affected by changes to utility bills, including:
- Households receiving housing assistance (e.g., government subsidized housing, income-restricted units, Section 8/Housing Choice vouchers, HOME or HOPWA Tenant-Based Rental Assistance)
- Households receiving a fixed income (e.g., Social Security, Supplemental Security Income, Social Security Disability Insurance, Veterans Affairs, Office of Recovery Services)
- Lower-income households who are not direct customers of Rocky Mountain Power and for whom a landlord or management company would receive opt-out noticing and make the decision whether to participate in the Program or not
- Lower-income households who rent or own a single detached home and therefore experience higher average heating and cooling costs
- Households who are recently resettled refugees

To reach these categories of households, Midvale proposes to coordinate with the following organizations:

- AARP – Utah State Office
- Assist Utah
- Boys and Girls Club of Midvale
- Canyons School District
- Comunidades Unidas
- Community Building Community
- Department of Workforce Services – Refugee Services
- Division of Services for People with Disabilities

- Family Support Center
- Foundations for Independence – Cerebral Palsy of Utah
- Futures through Training
- Housing Authority of Salt Lake City
- Medicaid
- National Resource Directory
- NeighborWorks Salt Lake
- Refugee and Immigrant Center – Asian Association of Utah
- Salt Lake County Aging and Adult Services
- Salt Lake County Copperview Recreation Center
- Salt Lake County Ruth Vine Tyler Library
- Salt Lake Valley Habitat for Humanity
- The Road Home
- United Way of Utah
- Uplift Midvale Coalition
- Utah Community Action
- Utah Partners for Health

Outreach strategies will entail:

1. Meeting with the organizations identified above
2. Inviting the organizations identified above to a quarterly meeting hosted by the Community Renewable Energy Agency Low Income Plan Committee
3. Adding a contact email address to the Agency's list-serv from each organization identified above
4. Providing printed posters in English and Spanish to the organizations identified above to display in high-visibility, public-facing portions of their offices
5. Providing template informational emails to the organizations identified above for easy transmittal of Program information to clients that they serve

In addition, Midvale will hang posters displaying links and contact information for local energy assistance organizations in high-visibility, public-facing portions of the following government buildings:

- Midvale City Hall