HURRICANE CITY
UTAH

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

Power Board
Mac J. Hall, Chair
Dave Imlay, Vice Chair
Joseph Prete
Tony Certonio
Colt Stratton
Kerry Prince

Power Board Meeting Agenda

11/6/2024

3:00 PM

Power Department Meeting Room – 526 W 600 N

Notice is hereby given that the Power Board will hold a Regular Meeting in the Power Department Meeting room located at 526 W 600 N, Hurricane, UT. A silent roll call will be taken, along with the Pledge of Allegiance and prayer by invitation.

AGENDA

1. Pledge of Allegiance
2. Prayer
3. Approval of minutes from October 2024

STAFF REPORTS

Scott Hughes/Power Director
Brian Anderson/T&D Superintendent
Jared Ross/S&G Superintendent

OLD BUSINESS

NEW BUSINESS

1. Discussion and possible recommendation to the City Council on a **Power Line Extension request** for Cielo at Coral Canyon – Cole West Home
2. Discussion and possible recommendation to the City Council on a **Power Line Extension request** for Black Ridge Ph.2 – Wasatch Commercial Builders
3. SouthWest Utah Technical Task Force (SWUTTF) Post Peak Report – Brian Anderson
4. Consideration and possible recommendation to the City Council concerning **a Resolution authorizing and approving the Millard County Power Project Power Sales Contract with Utah Associated Municipal Power Systems; and related matters** – Scott Hughes
5. Consideration and possible recommendation to the City Council concerning **a Resolution authorizing and approving the Power County Power Project Power Sales Contract with Utah Associated Municipal Power Systems; and related matters** – Scott Hughes
6. UAMPS Updates – Scott Hughes
7. **Closed Meeting pursuant to Utah Code Section 52-4-205, upon request**

ADJOURNMENT

The above notice was posted to the Hurricane City website, the Utah State Public Notice Website, and at the following locations:

1. Hurricane City Office – 147 North 870 West, Hurricane, UT
2. US Post Office – 1075 West 100 North, Hurricane, UT
3. Washington County Library (Hurricane Branch) – 36 South 300 West, Hurricane, UT

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The Hurricane City Power Board met on October 2, 2024, at 3:00 p.m. at the Clifton Wilson Substation located at 526 W 600 N.

In attendance were Mac Hall, Dave Imlay (by phone), Joseph Prete, Tony Certonio, Colt Stratton, Kerry Prince, Scott Hughes, Mike Ramirez, Jared Ross, Mike Vercimak, Dayton Hall, Nanette Billings, Bruce & Linda Zimmerman, Karl Rasmussen, and Crystal Wright.

Mac Hall welcomed everyone to the meeting. Tony Certonio led the Pledge of Allegiance and Scott Hughes offered the prayer. Kerry Prince motioned to approve minutes from the September 2024 meetings. Tony Certonio seconded the motion. Motion passed unanimously.

Scott Hughes: Scott Hughes reported about the employee opening that we have for a Journey Lineman position. We have interviews coming up at the end of this week for that opening. Public Power Day was held yesterday. It was a good turnout and a lot of fun. Our Reliable Public Power Provider (RP3) application is underway. It is an application due every 3 years and is overseen by American Public Power Association (APPA). Joseph Prete asked about the significance of the RP3 designation. Scott Hughes stated it is a voluntary process but provides good information about benchmarking and where we land with industry standards and practices. Crystal Wright stated it goes in depth into reliability, safety, workforce development, and system improvement and has a scoring system assigned to each section so we can see where we may need to make improvements.

Mike Ramirez: Mike Ramirez reported on the work that the Line and Service Crews have been working on. They have done some pole installations for the Lone Pine Subdivision and work needed to upgrade the capacity on the line for that subdivision. We plan on continuing overhead work for the length of 400 West so there will be more work to come. They also finished our portion of the work needed for the new Ace Hardware building to be energized. They were able to provide some minor back feed options with that big project. Joseph Prete asked what the opening date for the new Ace Hardware is projected to be. Colt Stratton stated there is a sign on the door of the existing building that states November 7, 2024, will be their Grand Opening date.

Jared Ross: Jared Ross provided an update with the Three Falls Substation. The final grading is done, and they've begun to spread 4 inches of gravel throughout that substation. There was an outage at Brentwood Substation, which was reported at the last meeting, and they have been working on repairs there. We found that switch isn't sufficient for our increased loads. Anticline Substation will need an upgraded transformer due to the increased loads on that substation as well. We are planning on moving the transformer in our yard to the T2 bay location there. There is some engineering that needs to be done for that. We have continued the generator run sporadically based on market price and the continued heat this fall. Joseph Prete asked if all generators are fully operational. Jared Ross confirmed they are. Nanette Billings asked what the breaking point is to run the generators. Scott Hughes and Crystal Wright explained the strike price we use is dependent on natural gas prices which change daily so the price changes every day. It is monitored regularly. Nanette Billings discussed the multitude of phone calls she has received from residents frustrated about their power bills. She has explained to them there have been no rate adjustments since April 2023 but because of the excessive heat that we experienced this year, usage increased

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which caused their higher bills. She would like the Power Department to investigate the amount of money we have in reserves, if that amount is increasing, and whether a rate adjustment is possible at this time to help our residents. Scott Hughes stated that because of the annual audit combined with a scheduled leave of absence, we have not received financial statements since the May 2024 financials. We need to know where our reserves are and have a good financial understanding of where we are in relation to refilling the reserves that had been depleted so heavily due to the power market volatility. After we look at those updated financials, we will address these questions and bring the information back to the Power Board as soon as we can gather it. Nanette Billings explained that she recognizes we are not alone as a Power Department and is aware that many entities, including Rocky Mountain Power, have also implemented or announced rate increases. She would like to be sensitive to our residents, while maintaining good financial health as a department.

Discussion and possible recommendation to the City Council on a Power Line Extension request for Gateway Commercial Phase 1: Karl Rasmussen with ProValue Engineering presented information about this line extension. He explained the project is around 3700 West State Street on the south side of State Street. He described a large commercial project with multiple businesses. There are plans for a convenience store, room for three eating establishments, as well as a hotel. He described some conversations happening with UDOT regarding a master planned road through that area. He explained there will be another application coming and they have discussed with the Power Department they would like to size the initial line extension large enough to allow capacity for both projects. Mike Ramirez and Scott Hughes stated the various routes available to upgrade Brentwood Circuit 204 (BW-204) to provide the capacity on BW-205 this project needs. This project lies within BW-205 which does not currently have enough capacity to provide power to this project. There was a lot of discussion about the potential future projects from the neighboring property owners that will be coming before the board in future months. Joseph Prete asked if the litigation between some of the property owners in that area has been resolved. Dayton Hall explained that Joseph Prete is determining whether he needs to declare a conflict of interest. Karl Rasmussen stated he didn't think the litigation was continuing. Colt Stratton recommended approval to the City Council on upgrading the line depending on the route chosen by the developer and contracts being drafted and signed. Tony Certonio seconded the motion. Motion passed with the majority; Joseph Prete abstained from voting.

Consideration and possible recommendation to the City Council regarding solar base rates and revision to solar policy: Mike Ramirez explained the reason why the solar base rates had been tiered in the past. He described that time has passed with experience and financials to show that there are some changes that may be justified to that tiered structure. We are proposing to drop the tiered structure and make the solar base rates all the same at $30.00. There is still justification for having an increase from the $20.00 residential rate and described the extra work solar accounts require of our staff monthly. Dave Imlay described one reason the base rate had been tiered initially is to prevent larger solar customers from being subsidized by regular residential customers. Scott Hughes replied that explanation is correct, however, the workload currently doesn't justify the increase between solar customer tiers for operation and maintenance costs. There may be a slight subsidy between the smaller and larger solar customers, but the solar customers are not subsidized by regular residential customers. Dave Imlay stated that we try not to subsidize any rate with any other rate, so that's where he has a concern. Tony Certonio motioned to recommend approval of a standard $30.00 solar base rate and revision to the solar policy. Kerry Prince seconded the motion. Motion passed with the majority; Dave Imlay voted against the motion.

UAMPS Updates: Scott Hughes provided the updates in the packet. We will not review them if there aren't any questions. Scott Hughes stated there were invites for the Power Board to attend Zoom meetings earlier regarding Power Sales Contracts for natural gas projects that UAMPS will be owners of. One plant will be built as a baseload plant in American Falls, ID. The other plant will be built as a peaking plant in Millard County, UT. We can choose how much power to purchase. Preliminary numbers we have provided to UAMPS are around 12MW for the

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baseload plant, and around 10MW for the peaking plant. The peaking plant is looking like a higher purchase cost, so he's not sure how much he wants to take. Dave Imlay stated he had been able to participate in the Zoom meetings and his takeaway is that the cost of power quoted would still incur additional transmission costs. That cost puts it close to our wholesale costs right now, but to create a retail rate based on that, it would probably mean a retail rate increase. He understands that the cost of power is higher than it has been historically, and residents are already feeling the pinch and angry. We may have to adjust to the reality of higher cost of power as residents ourselves with the lack of project availability coming online. Mac Hall confirmed we need more resources to handle the continued growth and there have not been a lot of viable baseload options. Scott Hughes stated we are also looking into two wind study projects, a geothermal study project, and really early stages of another nuclear study project. Mac Hall asked if we've investigated another generator unit to fill our available empty space. Scott Hughes stated yes, but we are in preliminary stages of looking to fill that space.

Nanette Billings stated there is only one more property along the 1100 West corridor that needs an easement signed and it should be close to being completed. She met with the Economic Developer with Washington County. He helped her submit a grant to the State of Utah for the two power line extensions along 1100 West and SR-7. We are hoping to get some money for each of those line extensions. Scott Hughes stated he had Mike Ramirez sit in on a grant webinar we are going to apply for. He will be heading up grant submission for grid resilience.

Joseph Prete mentioned he will abstain from voting on the line extension that was on the agenda. The litigation matter Karl Rasmussen mentioned earlier in the meeting isn't fully resolved yet after receiving confirmation from his office.

Power Board adjourned at 4:15 p.m. The next Power Board Meeting is scheduled for November 6, 2024, at 3:00 p.m.

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OCTOBER 2, 2024 – 3:00 pm

POWER BOARD SIGN-IN SHEET

Please PRINT

First and Last Name	Company (if applicable)
KARL Rasmussen	ProValue Engineering
Bruce + Linda Zimmerman	

APPLICATION FOR POWER SERVICES

HURRICANE CITY UTAH

Applicant Name Cole West Home Phone Number 502-537-0522

Engineer or Engineering Firm American Land Consulting and Engineering

Mailing Address (Required) 2250 N. Coral Canyon Blvd. STE. #200

Service Address (Required) Intersection of Old Hwy 91 & Coral Ridge Drive

Subdivision Name Cielo at Coral Canyon Lot # 407 Parcel # SITLA

Email Address (Required) jack.evans@colewest.com

SITE INFORMATION ☐ SINGLE RESIDENCE OR UNIT (1 METER) ☑ SUBDIVISION OR MULTI UNIT DEVELOPMENT
OF UNITS 407

TYPE OF SERVICE ☑ RESIDENTIAL ☐ COMMERCIAL ☐ INDUSTRIAL

VOLTAGE NEEDED Single Phase ☐ 120/240 ☐ 240/480

Three Phase ☑ 120/208 ☐ 277/480

SERVICE/PANEL AMPS ☑ 200 # of units 407 ☑ 400 # of units 2 ☐ 600 # of units ____ ☐ OTHER ____ # of units ____

SITE PLAN WITH DIMENSIONS FROM PROPERTY LINES TO METER BASE LOCATION **ATTACHED (REQUIRED)** ☑ YES

* Industrial and Commercial requests will require load calculations prepared by an electrical engineer and shall be attached to this application

* Power Construction Design will be based on information from this application. All designs will have a fee from the power department. These fees must be paid before power is given.

* Hurricane City Power Recommends 400Amp design for 1/3 acre lots sizes and above. Changes or upgrades to amp sizes from original submitted application will result in increased cost to developer for infrastructure upgrades as well as additional design fees.

(PLEASE SEE HURRICANE CITY POWER BEFORE PROCEEDING)

For Official Power Department Comments ONLY:

Hurricane City Power recommend for approval ☐

Hurricane City Power recommend for denial ☐ Date of Power Recommendation ____

I acknowledge that I have read and understand Hurricane City's new construction application and requirements

Developer or Engineer Authorized by Developer TC Date 10/4/2024

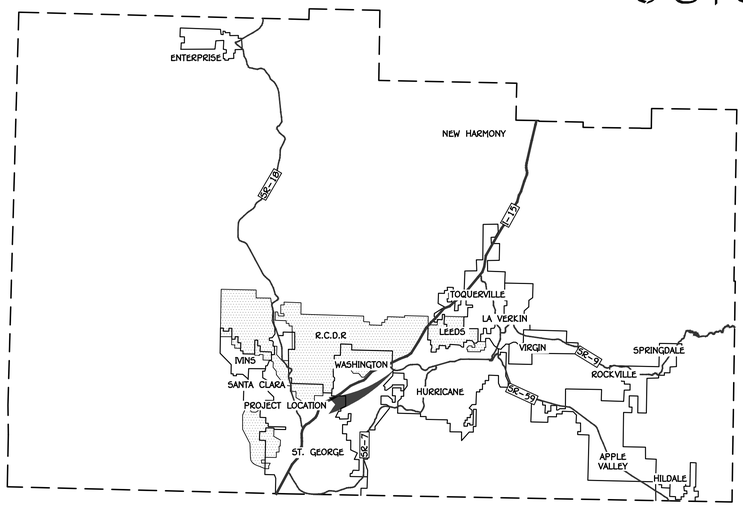
Hurricane City Power ____ Date ____

CIELO AT CORAL CANYON

HURRICANE, UTAH

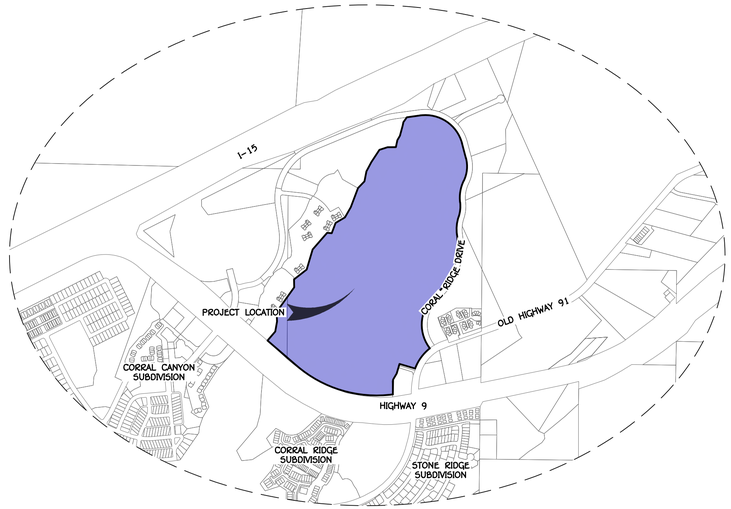
PRELIMINARY PLAT

OCTOBER 2024



WASHINGTON COUNTY

N.T.S.



VICINITY MAP

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M

0 1000' 2000'

SCALE: 1" = 1000'

SHEET INDEX		
#	SHEET	DESCRIPTION
1	C.1.1	COVER SHEET
2	C.1.2	OVERALL SITE PLAN
3	C.2.1	SITE PLAN I
4	C.2.2	SITE PLAN II
5	C.2.3	SITE PLAN III
6	C.2.4	SITE PLAN IV
7	C.2.5	SITE PLAN V
8	C.3.1	GRADING PLAN I
9	C.3.2	GRADING PLAN II
10	C.3.3	GRADING PLAN III
11	C.3.4	GRADING PLAN IV
12	C.3.5	GRADING PLAN V
13	C.3.6	GRADING PLAN VI
14	C.3.7	GRADING PLAN VII
15	C.3.8	GRADING PLAN VIII
16	C.3.9	GRADING PLAN IX
17	C.3.10	GRADING PLAN X
18	C.3.11	GRADING PLAN XI
19	C.4.0	WATER IRRIGATION & SEWER OVERALL
20	C.4.1	WATER IRRIGATION & SEWER I
21	C.4.2	WATER IRRIGATION & SEWER II
22	C.4.3	WATER IRRIGATION & SEWER III
23	C.4.4	WATER IRRIGATION & SEWER IV
24	C.4.5	WATER IRRIGATION & SEWER V
25	C.5.1	GAS-JUT I
26	C.5.2	GAS-JUT II
27	C.5.3	GAS-JUT III
28	C.5.4	GAS-JUT IV
29	C.5.5	GAS-JUT V
30	C.6.0	OVERALL POWER PLAN
31	C.6.1	POWER PLAN I
32	C.6.2	POWER PLAN II
33	C.6.3	POWER PLAN III
34	C.6.4	POWER PLAN IV
35	C.6.5	POWER PLAN V

CIELO SITE DATA		
DESCRIPTION	DATA	
CURRENT ZONING	P.C.D.	
TOTAL AREA (SQ. FT)	6,261,190	SQ. FT.
TOTAL AREA (ACRE)	143.74	ACRES
NO. OF LOTS (PHASE 1)	53	LOTS
NO. OF LOTS (PHASE 2)	63	LOTS
NO. OF LOTS (PHASE 3)	66	LOTS
NO. OF LOTS (PHASE 4)	36	LOTS
NO. OF LOTS (PHASE 5)	66	LOTS
NO. OF LOTS (PHASE 6)	74	LOTS
NO. OF LOTS (PHASE 7)	54	LOTS
NO. OF LOTS (TOTAL)	412	LOTS
DENSITY	2.87	D.U./ACRE
MIN LOT SIZE	5,390	SQ FT
MAX LOT SIZE	13,579	SQ FT

LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 00°22'41" EAST ALONG THE SECTION LINE 873.71 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 35°26'49" EAST 156.54 FEET; THENCE NORTH 01°06'49" WEST 111.00 FEET; THENCE NORTH 52°08'16" EAST 223.04 FEET; THENCE NORTH 16°32'07" EAST 292.85 FEET; THENCE NORTH 41°04'16" EAST 310.01 FEET; THENCE SOUTH 84°14'12" EAST 63.51 FEET; THENCE NORTH 20°29'44" EAST 153.47 FEET; THENCE NORTH 59°29'19" EAST 152.44 FEET; THENCE NORTH 29°52'49" EAST 164.10 FEET; THENCE NORTH 20°37'07" EAST 286.51 FEET; THENCE NORTH 43°57'12" EAST 128.98 FEET; THENCE NORTH 11°08'24" EAST 142.74 FEET; THENCE NORTH 28°01'53" EAST 145.92 FEET; THENCE NORTH 33°22'56" EAST 206.03 FEET; THENCE NORTH 72°00'23" EAST 120.03 FEET; THENCE NORTH 89°54'10" EAST 115.41 FEET; THENCE NORTH 12°17'16" EAST 99.91 FEET; THENCE NORTH 30°11'36" EAST 71.04 FEET; THENCE NORTH 15°11'01" EAST 147.25 FEET; THENCE NORTH 11°15'32" EAST 49.53 FEET; THENCE NORTH 35°27'03" EAST 83.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FOOTHILLS CANYON DRIVE; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TEN (10) COURSES, NORTH 82°14'26" EAST 100.08 FEET; THENCE SOUTHEASTERLY ALONG A 530.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 07°45'34" EAST) THROUGH A CENTRAL ANGLE OF 82°56'07", A DISTANCE OF 767.17 FEET; THENCE SOUTH 14°49'27" EAST 213.72 FEET; THENCE SOUTHERLY ALONG A 460.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 75°10'33" WEST) THROUGH A CENTRAL ANGLE OF 40°42'13", A DISTANCE OF 326.79 FEET; THENCE SOUTHERLY ALONG A 540.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 64°07'14" EAST) THROUGH A CENTRAL ANGLE OF 32°42'55", A DISTANCE OF 308.33 FEET; THENCE SOUTHERLY ALONG A 460.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 83°09'51" WEST) THROUGH A CENTRAL ANGLE OF 25°30'57", A DISTANCE OF 204.85 FEET; THENCE SOUTHERLY ALONG A 540.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 71°19'12" EAST) THROUGH A CENTRAL ANGLE OF 26°53'06", A DISTANCE OF 253.39 FEET; THENCE SOUTHERLY ALONG A 960.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 81°47'42" WEST) THROUGH A CENTRAL ANGLE OF 56°28'40", A DISTANCE OF 946.29 FEET; THENCE SOUTHERLY ALONG A 540.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 41°43'38" EAST) THROUGH A CENTRAL ANGLE OF 82°57'57", A DISTANCE OF 781.93 FEET; THENCE SOUTH 34°41'46" EAST 29.63 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 91; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY AND A 650.10 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 38°12'42" EAST) THROUGH A CENTRAL ANGLE OF 31°10'41", A DISTANCE OF 353.76 FEET; THENCE NORTH 73°35'59" WEST 226.50 FEET; THENCE SOUTH 16°24'01" WEST 139.00 FEET; THENCE SOUTH 30°30'26" WEST 99.86 FEET; THENCE SOUTH 00°52'17" WEST 205.77 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SR-9; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES, WESTERLY ALONG A 1,709.86 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 07°36'33" WEST) THROUGH A CENTRAL ANGLE OF 48°34'16", A DISTANCE OF 1,449.49 FEET; THENCE NORTH 49°13'12" WEST 168.50 FEET; THENCE NORTH 49°13'12" WEST 365.19 FEET; THENCE NORTH 40°49'42" EAST 165.55 FEET; THENCE NORTH 09°54'17" EAST 142.85 FEET; THENCE NORTH 01°57'27" WEST 134.36 FEET; THENCE NORTH 35°26'49" EAST 265.42 FEET; TO THE POINT OF BEGINNING, CONTAINING 6,261,191 SQUARE FEET OR 143.74 ACRES.

PRELIMINARY PLAT SITE DATA		PROPERTY OWNER	GEOTECH ENGINEER	CIVIL ENGINEER	APPLICANT-AGENT
CIELO AT CORAL CANYON		**COLE WEST HOME**	**APPLIED GEOTECHNICAL (AGEC)**	**AMERICAN CONSULTING & ENGINEERING**	**AMERICAN CONSULTING & ENGINEERING**
CURRENT ZONING:	P.D.O.	2250 N. CORAL CANYON BLVD, STE. #200	1420 S. 270 E.	1173 S. 250 W., SUITE #504	1173 S. 250 W., SUITE #504
PROJECT AREA	143.74 ACRES	WASHINGTON, UT 84780	ST. GEORGE, UT 84790	ST. GEORGE, UT 84770	ST. GEORGE, UT 84770
NIGHTLY RENTAL	140 UNITS (49 LOTS + 91 TH)	CONTACT: ERIC DAY	CONTACT: WAYNE ROGERS	CONTACT: AUSTIN CHAPPELL	PRIMARY CONTACT: ADAM ALLEN
MULTIFAMILY	54 TOWNHOUSES	PHONE: (360) 798-8075	PHONE: (435) 673-6850	PHONE: (435) 288-3330	PHONE: (435) 288-3330
SINGLE FAMILY LOTS	218 LOTS	EMAIL: eric.day@colewest.com	EMAIL: rogers@agecinc.com	EMAIL: austin@alcsg.com	EMAIL: adam@alcsg.com
TOTAL DWELLING UNITS	412 D.U(DENSITY=2.87D.U./ACRE)				
FUTURE COMMERCIAL	0.24 ACRE (350829.31 SF)				

REV.	DATE:	REVISION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W. #504
ST. GEORGE, UT 84770

DATE: 10/07/2024
JOB #: 23-504-1
DRAWN BY: CDF
CHECKED BY: ARC

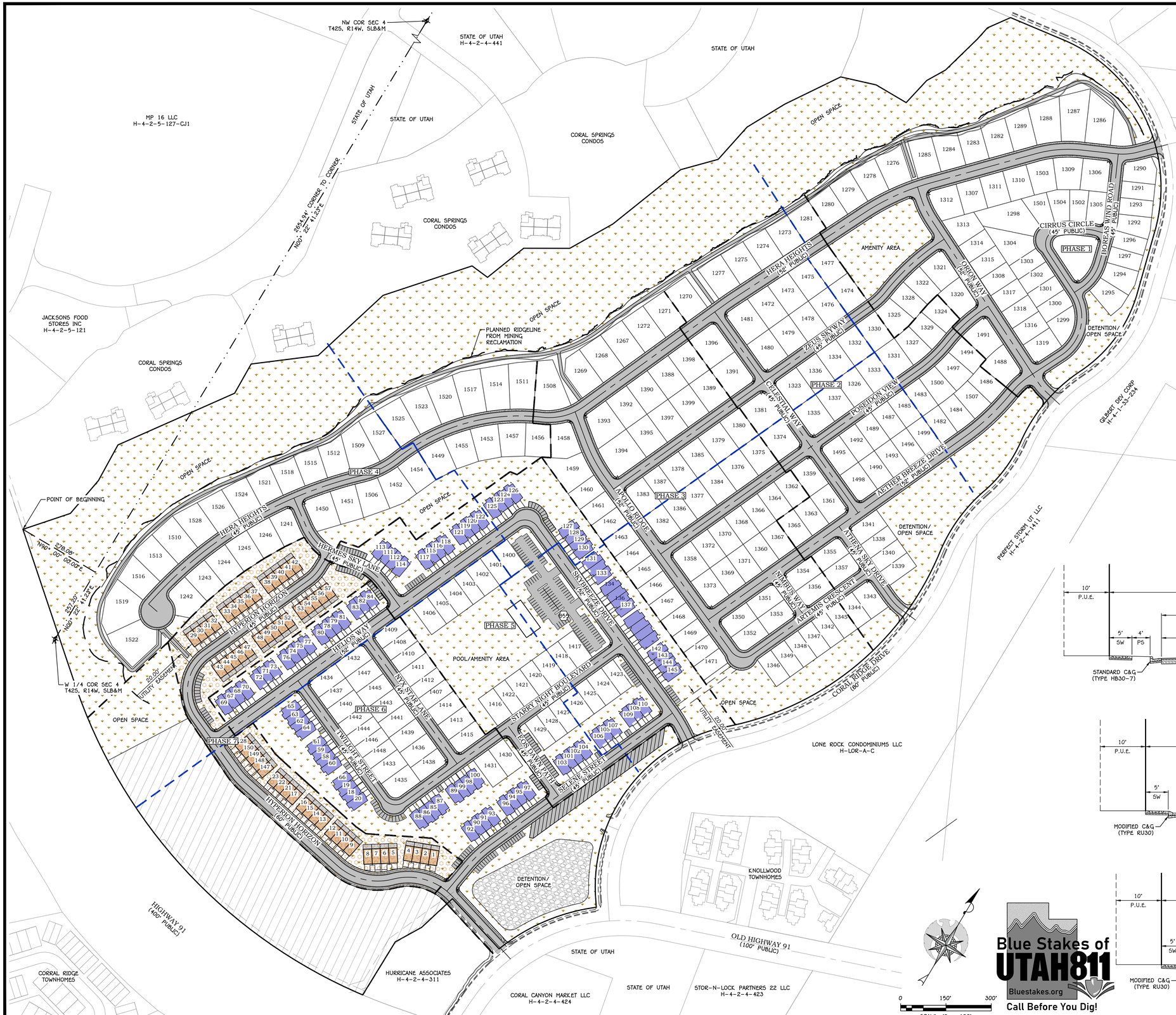
CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

COVER SHEET
PRELIMINARY PLAT

C.1.1

SHEET: 1 of 35

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Cover Pre-Plat.dwg



BASIS OF BEARING & BENCHMARK:

N00° 22' 41.23" E ALONG THE SECTION LINE BETWEEN THE WEST 1/4 CORNER OF SECTION 4 AND THE NORTHWEST CORNER OF SECTION 4, T42 SOUTH RANGE 14 WEST SLB&M.

NOTES

BASED ON THE RED CLIFFS DESERT RESERVE TAKE AREA MAPS THE PROJECT SITE IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA.

LEGEND:

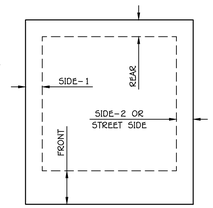
- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- SURVEY SECTION LINE
- PHASE LINE
- PLANNED RIDGELINE FROM MINING RECLAMATION
- SURVEY SECTION CORNER MONUMENT
- NIGHTLY RENTAL UNITS
- OPEN/COMMON SPACE
- FUTURE COMMERCIAL
- MULTIFAMILY UNITS
- LONG TERM RENTALS UNITS

RENTAL UNITS PARKING INFORMATION

DESCRIPTION	PROVIDED	REQUIRED
GARAGES	280	
DRIVEWAYS	280	
OFF-STREET GUEST PARKING	263	
RV PARKING	32	28
TOTAL	855	840

MULTIFAMILY PARKING INFORMATION

DESCRIPTION	PROVIDED	REQUIRED
GARAGES	54	
DRIVEWAYS	54	
OFF-STREET GUEST PARKING	0	
TOTAL	108	54

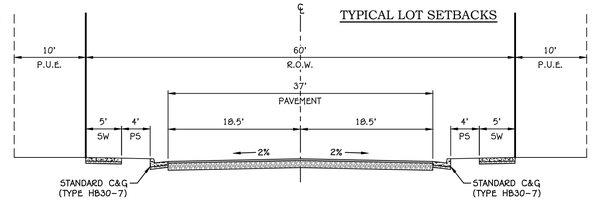


TYPICAL SETBACKS	
*FRONT	20'
REAR	10'
SIDE-1	5'
SIDE-2	5'
STREET SIDE	14'

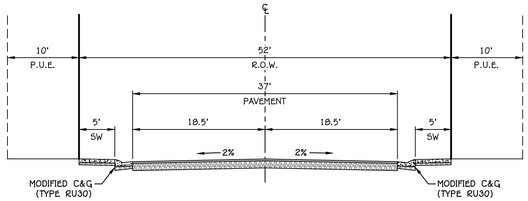
* 14' TO BLDG
* 20' TO GARAGE
* 20' TO SIDE ENTRY GARAGE

NOTE: AT NIGHTLY RENTAL AREA / COMMUNAL PROPERTIES SHALL HAVE 10' MINIMUM BUILDING TO BUILDING SIDEYARDS

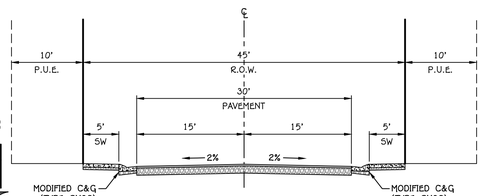
TYPICAL LOT SETBACKS



TYPICAL SECTION (C)
(60' PUBLIC STREET)



TYPICAL SECTION (B)
(52' PUBLIC STREET)



TYPICAL SECTION (A)
(45' PUBLIC STREET)

Blue Stakes of UTAH811
Bluestakes.org
Call Before You Dig!

PRELIMINARY
NOT FOR
CONSTRUCTION

REV.	DATE:	REVISION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

DATE:	10/07/2024
JOB #:	23-504-1
DRAWN BY:	CDF
CHECKED BY:	ARC

CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

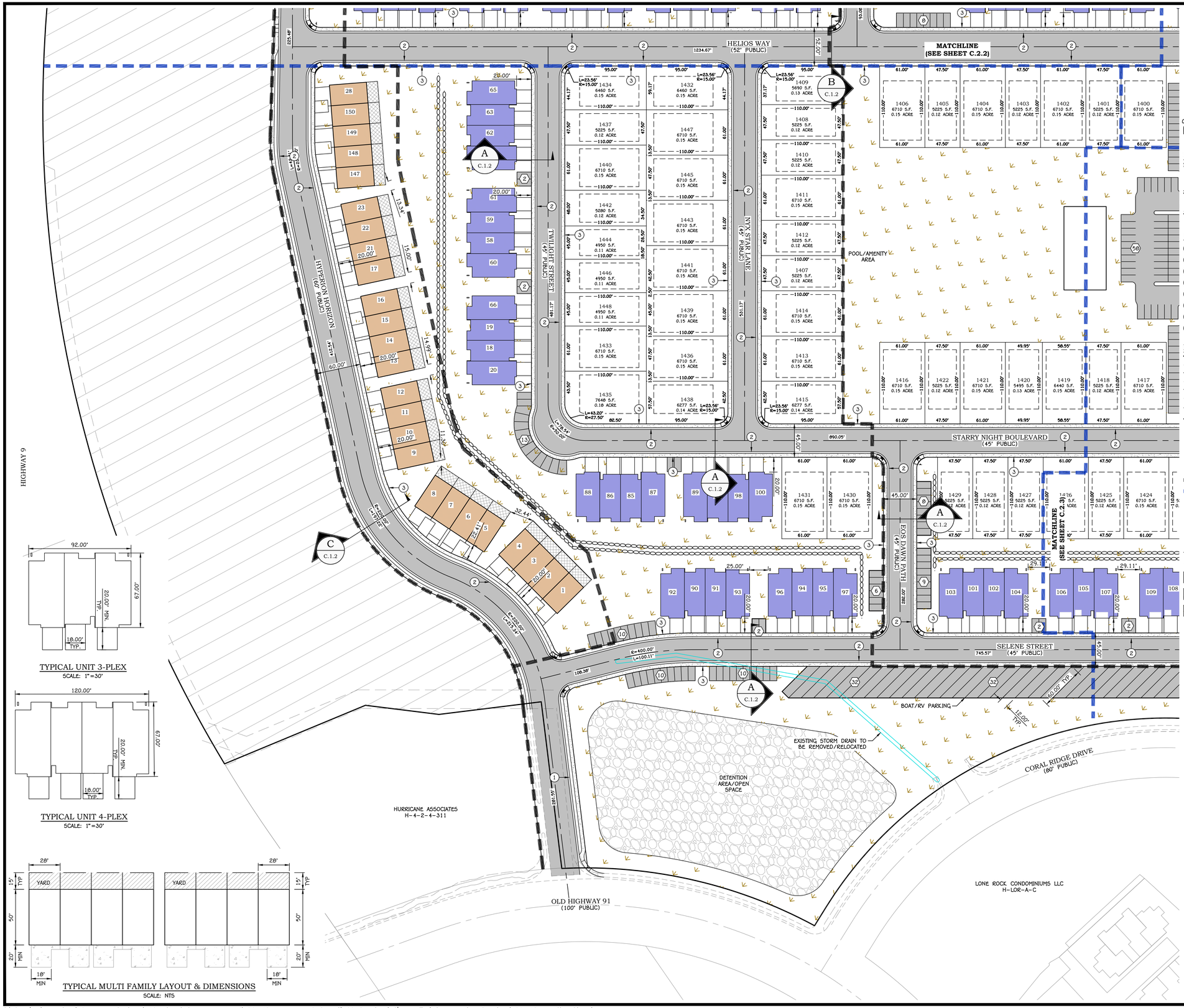
OVERALL SITE PLAN

CONSTRUCTION DRAWINGS

C.1.2

SHEET: 2 of 76

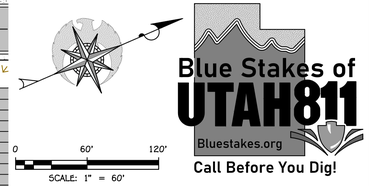
C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Overall Site Plan.dwg



TYPICAL UNIT 3-PLEX
SCALE: 1"=30'

TYPICAL UNIT 4-PLEX
SCALE: 1"=30'

TYPICAL MULTI FAMILY LAYOUT & DIMENSIONS
SCALE: NTS



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SITE PLAN NOTES:

1. CONTRACTOR TO MATCH EXISTING CONDITIONS AT ALL TIE IN LOCATIONS. PROTECT IN PLACE ALL INFRASTRUCTURE TO REMAIN. SAWCUT EXISTING C&G AND ASPHALT WHERE APPROPRIATE TO PROVIDE A SMOOTH TRANSITION FROM EXISTING TO NEW.
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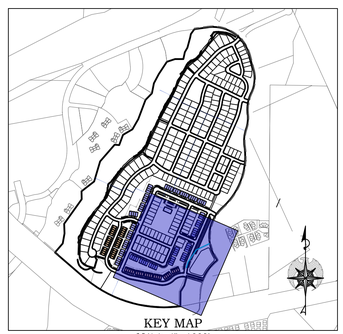
KEY NOTES:

		DETAIL
1	STANDARD CURB & GUTTER (HB30-7)	CC 101
2	MODIFIED CURB & GUTTER (RU30)	CC 102
3	SIDEWALK DETAILS	CC 105
4	STANDARD 8' CROSS GUTTER	CG 100
5	PARALLEL PEDESTRIAN ACCESS RAMP	PED 107
6	(3) END OF ROADWAY MARKER	MUTCD OM4-3
7	10' TRAIL SECTION	C.8.1
8	ACCESSIBLE PARKING SIGN (MUTCD R7-8 & R7-8P)	SS 102 & 103

LEGEND:

	DETAIL
PROPOSED PARCEL BOUNDARY	
EXISTING/ADJACENT PARCEL BOUNDARY	
PROPOSED EASEMENT	
EXISTING EASEMENT	
PROPOSED CENTERLINE ALIGNMENT	
EXISTING CENTERLINE ALIGNMENT	
PROPOSED SETBACK LINE	
SURVEY SECTION LINE	
SURVEY SECTION CORNER MONUMENT	
CLASS I SURVEY MONUMENT	MON 100
CLASS II SURVEY MONUMENT	MON 101
PHASE LINE	
SHEET MATCH LINE	
CORNER PEDESTRIAN RAMP	PED 100
ADA PARKING SPACE	
STANDARD STREET SIGN WITH STANDARD STOP SIGN	SS 100-103
PROPOSED ROCK WALL (SEE GRADING PLANS)	
EXISTING ROCK RETAINING WALL	
2.5" ASPHALT OVER 6" BASE PAVEMENT SECTION	
CONCRETE SURFACE	
OPEN SPACE/LANDSCAPE AREA	



SCALE: 1"=1000'

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CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

SITE PLAN I

CONSTRUCTION DRAWINGS

C.2.1

SHEET: 3 of 76

Blue Stakes of UTAH811
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0 60' 120'
SCALE: 1" = 60'

SITE PLAN NOTES:

1. CONTRACTOR TO MATCH EXISTING CONDITIONS AT ALL TIE IN LOCATIONS. PROTECT IN PLACE ALL INFRASTRUCTURE TO REMAIN. SAWCUT EXISTING C&G AND ASPHALT WHERE APPROPRIATE TO PROVIDE A SMOOTH TRANSITION FROM EXISTING TO NEW.
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6	(3) END OF ROADWAY MARKER	MUTCD OM4-3
7	10' TRAIL SECTION	C.8.1
8	ACCESSIBLE PARKING SIGN (MUTCD R7-8 & R7-8P)	SS 102 & 103

LEGEND:

	DETAIL
PROPOSED PARCEL BOUNDARY	
EXISTING/ADJACENT PARCEL BOUNDARY	
PROPOSED EASEMENT	
EXISTING EASEMENT	
PROPOSED CENTERLINE ALIGNMENT	
EXISTING CENTERLINE ALIGNMENT	
PROPOSED SETBACK LINE	
SURVEY SECTION LINE	
SURVEY SECTION CORNER MONUMENT	
CLASS I SURVEY MONUMENT	MON 100
CLASS II SURVEY MONUMENT	MON 101
PHASE LINE	
SHEET MATCH LINE	
CORNER PEDESTRIAN RAMP	PED 100
ADA PARKING SPACE	
STANDARD STREET SIGN WITH STANDARD STOP SIGN	SS 100-103
PROPOSED ROCK WALL (SEE GRADING PLANS)	
EXISTING ROCK RETAINING WALL	
2.5" ASPHALT OVER 6" BASE PAVEMENT SECTION	
CONCRETE SURFACE	
OPEN SPACE/LANDSCAPE AREA	

OPEN SPACE
PLANNED RIDGELINE FROM MINING RECLAMATION
10' ASPHALT TRAIL
20.00' UTILITY EASEMENT
HERA HEIGHTS (45' PUBLIC)
HYPERION HORIZON (45' PUBLIC)
HERMES PASS LANE (45' PUBLIC)
HELIOS WAY (52' PUBLIC)
MATCHLINE (SEE SHEET C.2.4)
MATCHLINE (SEE SHEET C.2.1)

KEY MAP
SCALE: 1"=1000'

REV. | DATE: | REVISION

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1173 S. 250 W. #504 ST. GEORGE, UT 84770

DATE: 10/07/2024
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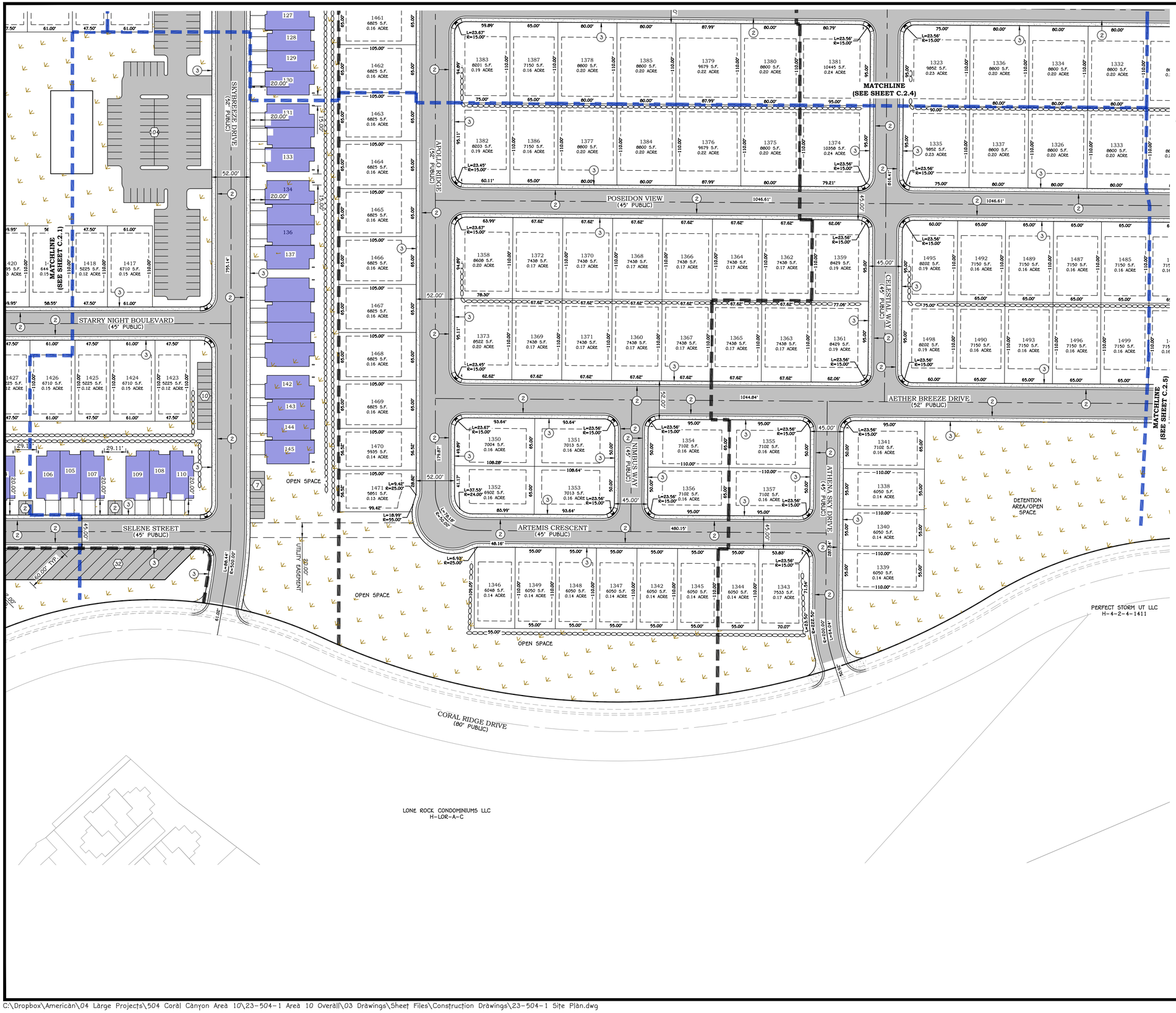
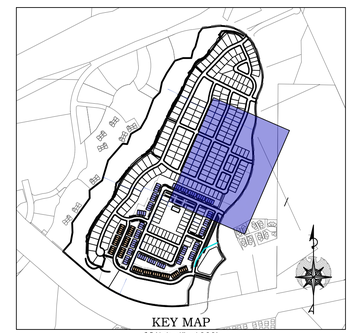
CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

SITE PLAN II
CONSTRUCTION DRAWINGS

C.2.2

SHEET: 4 of 76





0 60' 120'
SCALE: 1" = 60'

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LEGEND:

	DETAIL
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EXISTING/ADJACENT PARCEL BOUNDARY	
PROPOSED EASEMENT	
EXISTING EASEMENT	
PROPOSED CENTERLINE ALIGNMENT	
EXISTING CENTERLINE ALIGNMENT	
PROPOSED SETBACK LINE	
SURVEY SECTION LINE	
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CORNER PEDESTRIAN RAMP	PED 100
ADA PARKING SPACE	
STANDARD STREET SIGN WITH STANDARD STOP SIGN	SS 100-103
PROPOSED ROCK WALL (SEE GRADING PLANS)	
EXISTING ROCK RETAINING WALL	
2.5" ASPHALT OVER 6" BASE PAVEMENT SECTION	
CONCRETE SURFACE	
OPEN SPACE/LANDSCAPE AREA	

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CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

SITE PLAN III
CONSTRUCTION DRAWINGS

C.2.3

SHEET: 5 of 76

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CORAL SPRINGS CONDOS

OPEN SPACE

10' ASPHALT TRAIL

PLANNED RIDGELINE FROM MINING RECLAMATION

HERA HEIGHTS (45' PUBLIC)

HERA HEIGHTS (52' PUBLIC)

HELIOS WAY (52' PUBLIC)

SKYBREEZE DRIVE (52' PUBLIC)

APOLLO RIDGE (52' PUBLIC)

ZEUS SKYWAY (45' PUBLIC)

CELESTIAL WAY (45' PUBLIC)

MATCHLINE (SEE SHEET C.2.2)

MATCHLINE (SEE SHEET C.2.3)

MATCHLINE (SEE SHEET C.2.5)

1527 10894 S.F. 0.25 ACRE
1525 12267 S.F. 0.28 ACRE
1523 12297 S.F. 0.28 ACRE
1520 11999 S.F. 0.28 ACRE
1517 12466 S.F. 0.29 ACRE
1514 12587 S.F. 0.29 ACRE
1511 13483 S.F. 0.31 ACRE
1508 14624 S.F. 0.34 ACRE
1454 9083 S.F. 0.21 ACRE
1449 9455 S.F. 0.22 ACRE
1455 9455 S.F. 0.22 ACRE
1453 9455 S.F. 0.22 ACRE
1457 9455 S.F. 0.22 ACRE
1456 9182 S.F. 0.21 ACRE
1458 9701 S.F. 0.22 ACRE
1459 12144 S.F. 0.28 ACRE
1460 6834 S.F. 0.16 ACRE
1461 6825 S.F. 0.16 ACRE
1462 6825 S.F. 0.16 ACRE
1463 6825 S.F. 0.16 ACRE
1402 6710 S.F. 0.15 ACRE
1401 5225 S.F. 0.12 ACRE
1400 6710 S.F. 0.15 ACRE
1269 11200 S.F. 0.26 ACRE
1268 11489 S.F. 0.26 ACRE
1267 11297 S.F. 0.26 ACRE
1272 11105 S.F. 0.25 ACRE
1271 10913 S.F. 0.25 ACRE
1270 10721 S.F. 0.25 ACRE
1277 10693 S.F. 0.25 ACRE
1275 9938 S.F. 0.23 ACRE
1274 9567 S.F. 0.22 ACRE
1273 9351 S.F. 0.21 ACRE
1393 11516 S.F. 0.26 ACRE
1392 9892 S.F. 0.23 ACRE
1390 9944 S.F. 0.23 ACRE
1388 9995 S.F. 0.23 ACRE
1398 10047 S.F. 0.23 ACRE
1396 12054 S.F. 0.28 ACRE
1394 13061 S.F. 0.32 ACRE
1395 9775 S.F. 0.22 ACRE
1397 9775 S.F. 0.22 ACRE
1399 9775 S.F. 0.22 ACRE
1389 9775 S.F. 0.22 ACRE
1391 11563 S.F. 0.27 ACRE
1481 11122 S.F. 0.26 ACRE
1472 9692 S.F. 0.22 ACRE
1473 9441 S.F. 0.22 ACRE
1475 9190 S.F. 0.21 ACRE
1480 9852 S.F. 0.23 ACRE
1479 8800 S.F. 0.20 ACRE
1478 8800 S.F. 0.20 ACRE
1476 8800 S.F. 0.20 ACRE
1474 8800 S.F. 0.20 ACRE
1383 8201 S.F. 0.19 ACRE
1387 7150 S.F. 0.16 ACRE
1378 8800 S.F. 0.20 ACRE
1385 8800 S.F. 0.20 ACRE
1379 9879 S.F. 0.22 ACRE
1380 8800 S.F. 0.20 ACRE
1381 10445 S.F. 0.24 ACRE
1323 9852 S.F. 0.23 ACRE
1336 8800 S.F. 0.20 ACRE
1334 8800 S.F. 0.20 ACRE
1332 8800 S.F. 0.20 ACRE
1330 8800 S.F. 0.20 ACRE
121 119 120 122 125 123 124 126 127 128 129 130 131

SCALE: 1" = 60'

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SITE PLAN NOTES:

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6	(3) END OF ROADWAY MARKER	MUTCD OM4-3
7	10' TRAIL SECTION	C.8.1
8	ACCESSIBLE PARKING SIGN (MUTCD R7-8 & R7-8P)	SS 102 & 103

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EXISTING ROCK RETAINING WALL	
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CONCRETE SURFACE	
OPEN SPACE/LANDSCAPE AREA	

KEY MAP
SCALE: 1"=1000'

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CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

SITE PLAN IV
CONSTRUCTION DRAWINGS

C.2.4

SHEET: 6 of 76

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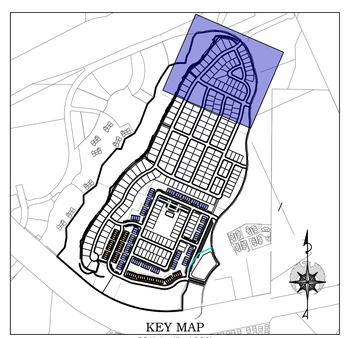
KEY MAP
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HURRICANE, UTAH

SITE PLAN V
CONSTRUCTION DRAWINGS

C.2.5

SHEET: 7 of 76

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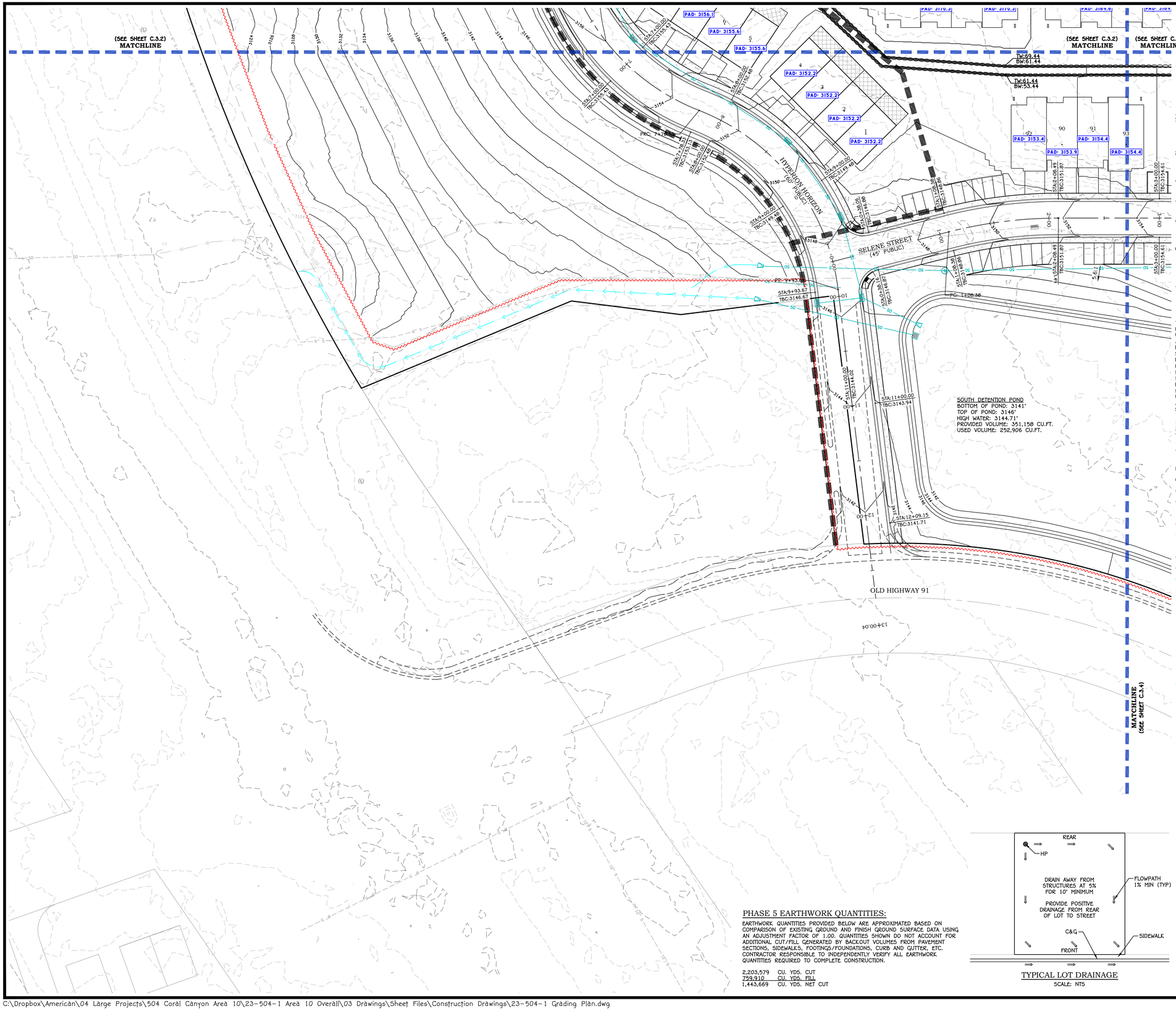


GRADING PLAN NOTES:

1. THE CONTRACTOR SHALL PROVIDE APPROPRIATE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE APPROPRIATE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS, AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
2. ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS ALONG WITH APPENDIX J STANDARDS OF THE INTERNATIONAL BUILDING CODE 2018 EDITION OR NEWER AS ADOPTED BY THE STATE OF UTAH AND CITY.
3. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE ANY CONFLICTS BETWEEN THE REQUIREMENTS OF THE PLANS AND GEOTECHNICAL REPORT AND/OR GEOTECHNICAL FIELD OBSERVATIONS.
4. GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFRIM THAT WORK HAS BEEN PERFORMED IN CONFORMANCE WITH GEOTECHNICAL RECOMMENDATIONS.
5. RETAINING WALLS GREATER THAN 3' IN HEIGHT REQUIRE A PERMIT FROM THE CITY BUILDING DEPARTMENT. ALL ROCK RETAINING WALLS MUST BE CERTIFIED AND INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO THE CITY'S FINAL ACCEPTANCE.
6. IT IS THE PROPERTY OWNER'S RESPONSIBILITY (DEVELOPER, HOMEOWNER, HOA, ETC.) TO COMPLETE AND MAINTAIN THE FINAL GRADING ON THEIR PROPERTY IN ACCORDANCE WITH THE GRADING AND DRAINAGE PLAN ALONG WITH ALL RECOMMENDATIONS FROM THE GEOTECHNICAL ENGINEER. THE PROPERTY OWNER IS RESPONSIBLE IN PERPETUITY, FOR INSPECTING AND MAINTAINING PROPER DRAINAGE FOR THEIR PROPERTY.
7. ALL STORM DRAIN PIPE LENGTHS ARE GIVEN FROM AND TO THE CENTER OF EACH STRUCTURE. CONTRACTOR SHALL VERIFY THE ACTUAL LENGTHS REQUIRED PRIOR TO ORDERING PIPE MATERIALS.

NOTICE TO CONTRACTORS:

ENGINEER CAN NOT GUARANTEE THE ACCURACY OF THE EXISTING UNDERGROUND UTILITIES DEPICTED IN THESE PLANS. LOCATIONS SHOWN FOR ALL EXISTING UNDERGROUND UTILITIES IS BASED ON EXTERNAL INFORMATION FROM GIS MAPPING, PREVIOUS AS-BUILT RECORD DRAWINGS, BLUE STAKES SURFACE MARKINGS IN THE FIELD, OR COMBINATION THEREOF. THE ENGINEER HAS MADE EVERY EFFORT TO ACCURATELY DEPICT THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES, HOWEVER, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT BLUE STAKES OF UTAH AT LEAST TWO (2) BUSINESS DAYS PRIOR TO COMMENCING WITH EXCAVATION TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES. CONTRACTOR ALSO REQUIRED TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UNDERGROUND UTILITIES BOTH SHOWN, AND NOT SHOWN, IN THESE PLANS. IF ANY UTILITY LOCATION DISCREPANCIES ARE FOUND IN THE FIELD, CONTRACTOR SHOULD NOTIFY THE ENGINEER IMMEDIATELY.

LEGEND:

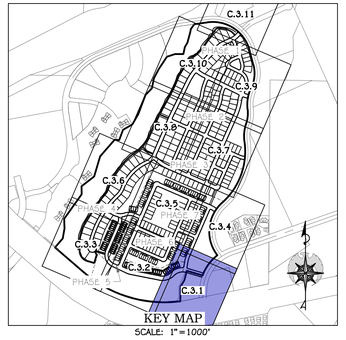
	DETAIL
PARCEL BOUNDARY	
EXISTING/ADJACENT PARCEL BOUNDARY	
CENTERLINE ALIGNMENT	
EXISTING CENTERLINE ALIGNMENT	
PHASE LINE	
BLOCK/CONC. RETAINING WALL	E/#####
EXISTING BLOCK/CONC. RETAINING WALL	
ROCK RETAINING WALL	
EXISTING ROCK RETAINING WALL	
GRADING LIMITS OF DISTURBANCE	
EXISTING GROUND MAJOR CONTOUR	
EXISTING GROUND MINOR CONTOUR	
FINISH GROUND MAJOR CONTOUR	
FINISH GROUND MINOR CONTOUR	
PROPOSED STORM PIPE (SIZE PER PLAN)	
EXISTING STORM PIPE (SIZE PER PLAN)	
CURB INLET SINGLE CATCH BASIN	205A
CURB INLET DOUBLE CATCH BASIN	205B
STANDARD STORM DRAIN MANHOLE	220
FLARED END SECTION	
GRATE INLET AREA DRAIN BOX	
DRAINAGE SWALE/DITCH (SEE SECTIONS)	
EXISTING DRAINAGE SWALE/DITCH	

PHASE 5 EARTHWORK QUANTITIES:

EARTHWORK QUANTITIES PROVIDED BELOW ARE APPROXIMATED BASED ON COMPARISON OF EXISTING GROUND AND FINISH GROUND SURFACE DATA USING AN ADJUSTMENT FACTOR OF 1.00. QUANTITIES SHOWN DO NOT ACCOUNT FOR ADDITIONAL CUT/FILL GENERATED BY BACK-OUT VOLUMES FROM PAVEMENT SECTIONS, SIDEWALKS, FOOTINGS/FOUNDATIONS, CURB AND GUTTER, ETC. CONTRACTOR RESPONSIBLE TO INDEPENDENTLY VERIFY ALL EARTHWORK QUANTITIES REQUIRED TO COMPLETE CONSTRUCTION.

2,203,579 CU. YDS. CUT
759,910 CU. YDS. FILL
1,443,669 CU. YDS. NET CUT

TYPICAL LOT DRAINAGE
SCALE: NTS



KEY MAP
SCALE: 1"=1000'

REV.	DATE:	REVISION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1723 S. 250 W. #504
ST. GEORGE, UT 84770

DATE:	10/07/2024
JOB #:	23-504-1
DRAWN BY:	CDF
CHECKED BY:	ARC

CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GRADING PLAN I
PRELIMINARY PLAT

C.3.1

SHEET: 8 of 35

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Grading Plan.dwg

HELIOS WAY (52' PUBLIC)

TWILIGHT STREET (45' PUBLIC)

HYPERION HORIZON (60' PUBLIC)

NYX STAR LANE (45' PUBLIC)

MATCHLINE (SEE SHEET C.3.3)

MATCHLINE (SEE SHEET C.3.6)

MATCHLINE (SEE SHEET C.3.5)

MATCHLINE (SEE SHEET C.3.1)

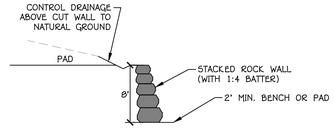
MATCHLINE (SEE SHEET C.3.4)

0 40' 80'

SCALE: 1" = 40'

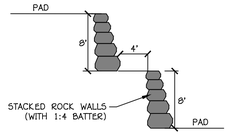
LEGEND:

- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- PHASE LINE
- SHEET MATCH LINE
- PROPOSED ROCK RETAINING WALL
- EXISTING ROCK RETAINING WALL
- 3000 EXISTING GROUND MAJOR CONTOUR
- 3001 EXISTING GROUND MINOR CONTOUR
- 3000 FINISH GROUND MAJOR CONTOUR
- 3001 FINISH GROUND MINOR CONTOUR
- 50 PROPOSED STORM PIPE (SIZE PER PLAN)
- 50 EXISTING STORM PIPE (SIZE PER PLAN)
- CURB INLET SINGLE CATCH BASIN
- CURB INLET DOUBLE CATCH BASIN
- STANDARD STORM DRAIN MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX



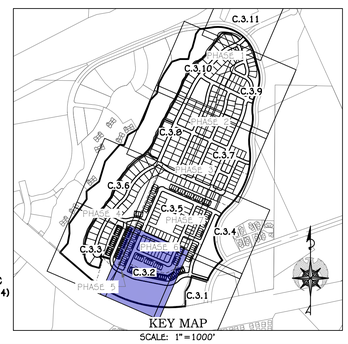
A SINGLE ROCK RETAINING WALL SECTION

SCALE: NTS



B 2 TIER ROCK RETAINING WALL SECTION

SCALE: NTS



KEY MAP

SCALE: 1"=1000'

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

REV.	DATE:	REVISION

DATE:	10/07/2024
JOB #:	23-504-1
DRAWN BY:	CDF
CHECKED BY:	ARC

CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

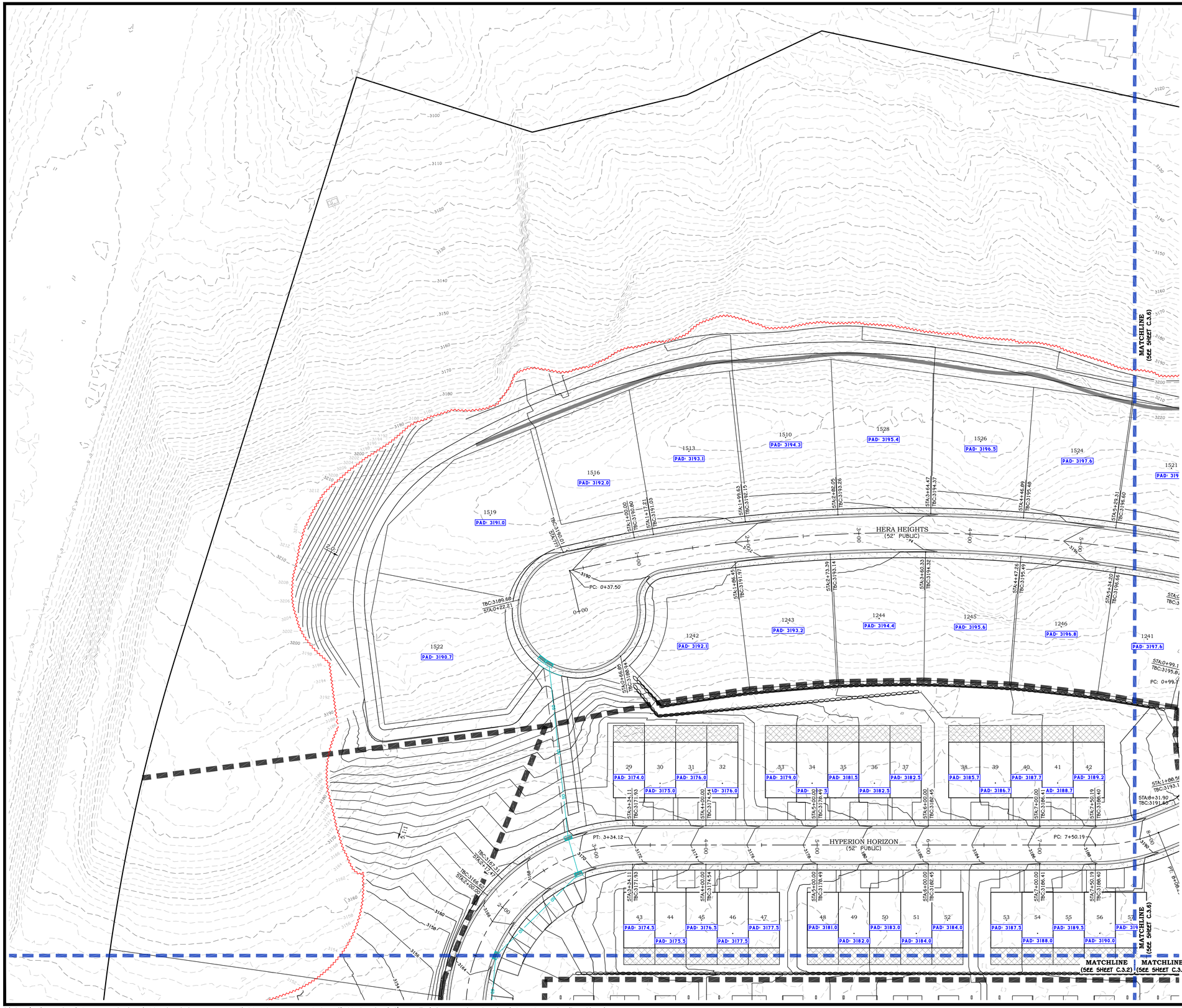
GRADING PLAN II

PRELIMINARY PLAT

C.3.2

SHEET: 9 of 35

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Grading Plan.dwg

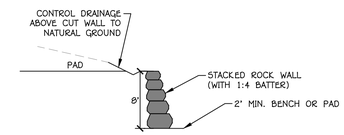


0 40' 80'

SCALE: 1" = 40'

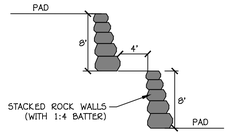
LEGEND:

- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- PHASE LINE
- SHEET MATCH LINE
- PROPOSED ROCK RETAINING WALL
- EXISTING ROCK RETAINING WALL
- 3000 EXISTING GROUND MAJOR CONTOUR
- 3001 EXISTING GROUND MINOR CONTOUR
- 3000 FINISH GROUND MAJOR CONTOUR
- 3001 FINISH GROUND MINOR CONTOUR
- 50 PROPOSED STORM PIPE (SIZE PER PLAN)
- 50 EXISTING STORM PIPE (SIZE PER PLAN)
- CURB INLET SINGLE CATCH BASIN
- CURB INLET DOUBLE CATCH BASIN
- 50 STANDARD STORM DRAIN MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX



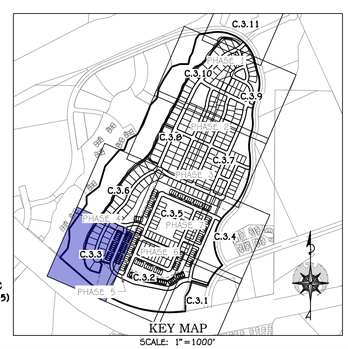
A SINGLE ROCK RETAINING WALL SECTION

SCALE: NTS



B 2 TIER ROCK RETAINING WALL SECTION

SCALE: NTS



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AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

DATE:	10/07/2024
JOB #:	23-504-1
DRAWN BY:	CDF
CHECKED BY:	ARC

CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

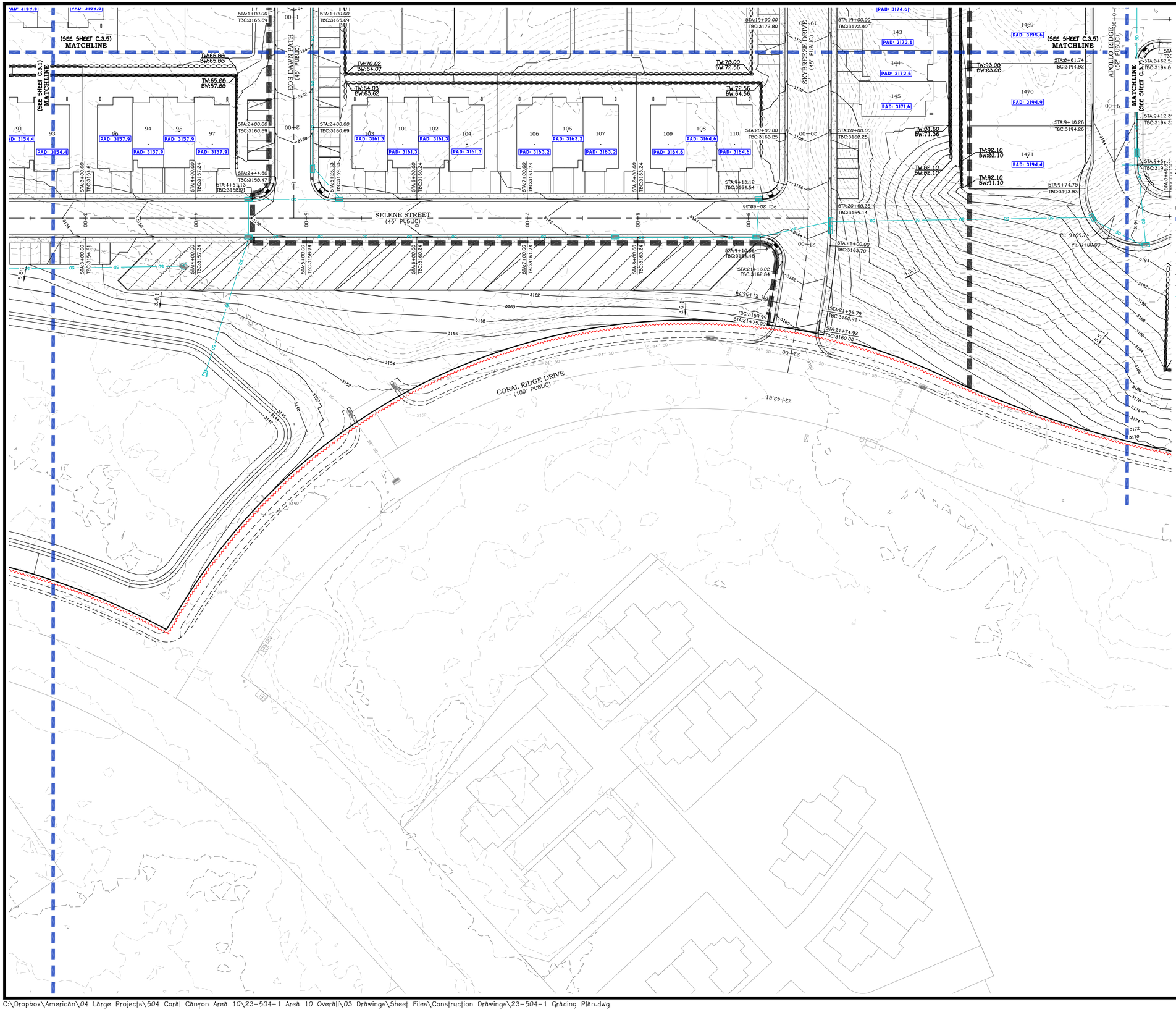
GRADING PLAN III

PRELIMINARY PLAT

C.3.3

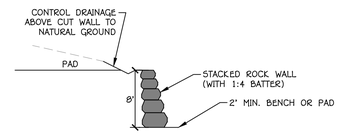
SHEET: 10 of 35

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Grading Plan.dwg

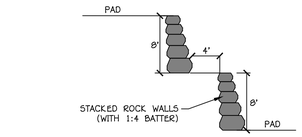


LEGEND:

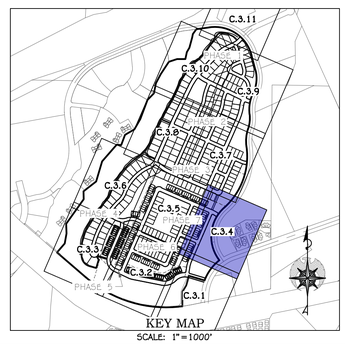
- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- PHASE LINE
- SHEET MATCH LINE
- PROPOSED ROCK RETAINING WALL
- EXISTING ROCK RETAINING WALL
- 3000 EXISTING GROUND MAJOR CONTOUR
- 3001 EXISTING GROUND MINOR CONTOUR
- 3000 FINISH GROUND MAJOR CONTOUR
- 3001 FINISH GROUND MINOR CONTOUR
- 50 PROPOSED STORM PIPE (SIZE PER PLAN)
- 50 EXISTING STORM PIPE (SIZE PER PLAN)
- CURB INLET SINGLE CATCH BASIN
- CURB INLET DOUBLE CATCH BASIN
- STANDARD STORM DRAIN MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX



A SINGLE ROCK RETAINING WALL SECTION
SCALE: NTS



B 2 TIER ROCK RETAINING WALL SECTION
SCALE: NTS



KEY MAP
SCALE: 1"=1000'

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CONSTRUCTION

AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

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JOB #	23-504-1
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CHECKED BY:	ARC

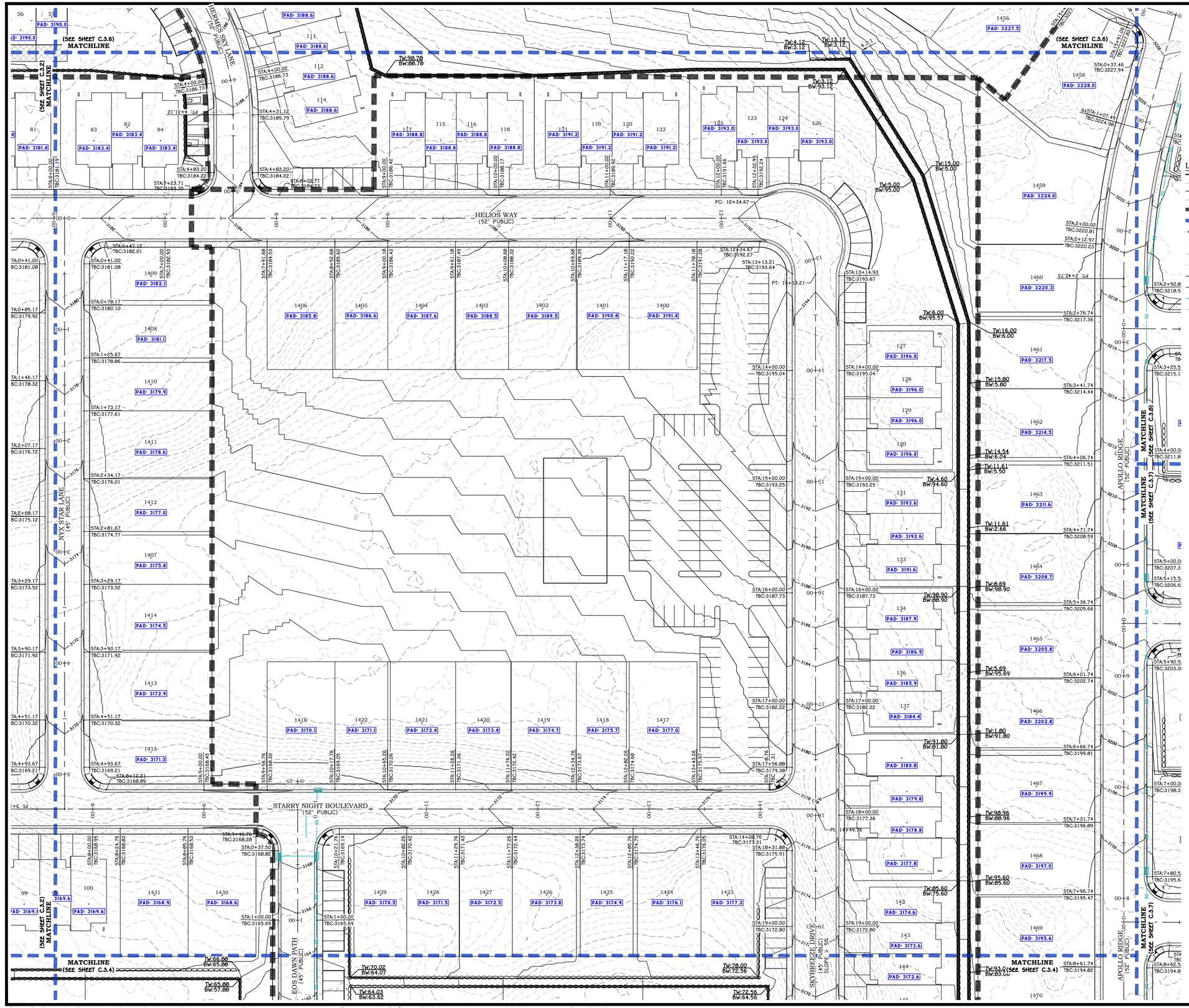
CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GRADING PLAN IV
PRELIMINARY PLAT

C.3.4

SHEET: 11 of 35

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Grading Plan.dwg



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CONSTRUCTION

AMERICAN
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1175 S. 250 W. #504 ST. GEORGE, UT 84770

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DRAWN BY:	CDF
CHECKED BY:	ARC

CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GRADING PLAN V
PRELIMINARY PLAT

C.3.5

SHEET: 12 of 35

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Grading Plan.dwg

0 40' 80'

SCALE: 1" = 40'

LEGEND:

- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- PHASE LINE
- SHEET MATCH LINE
- PROPOSED ROCK RETAINING WALL
- EXISTING ROCK RETAINING WALL
- 3000 EXISTING GROUND MAJOR CONTOUR
- 3001 EXISTING GROUND MINOR CONTOUR
- 3000 FINISH GROUND MAJOR CONTOUR
- 3001 FINISH GROUND MINOR CONTOUR
- 50 PROPOSED STORM PIPE (SIZE PER PLAN)
- 50 EXISTING STORM PIPE (SIZE PER PLAN)
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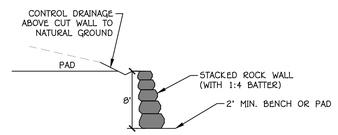
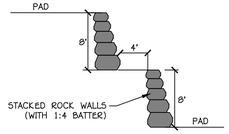
- CURB INLET DOUBLE CATCH BASIN
- STANDARD STORM DRAIN MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX



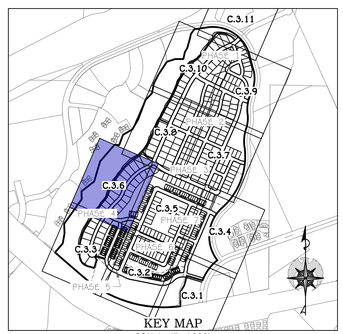
A SINGLE ROCK RETAINING WALL SECTION

SCALE: NTS



B 2 TIER ROCK RETAINING WALL SECTION

SCALE: NTS



KEY MAP

SCALE: 1"=1000'

REV.	DATE:	REVISION

PRELIMINARY
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CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1175 S. 250 W. #504 ST. GEORGE, UT 84770

DATE: 10/07/2024
JOB #: 23-504-1
DRAWN BY: CDF
CHECKED BY: ARC

CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

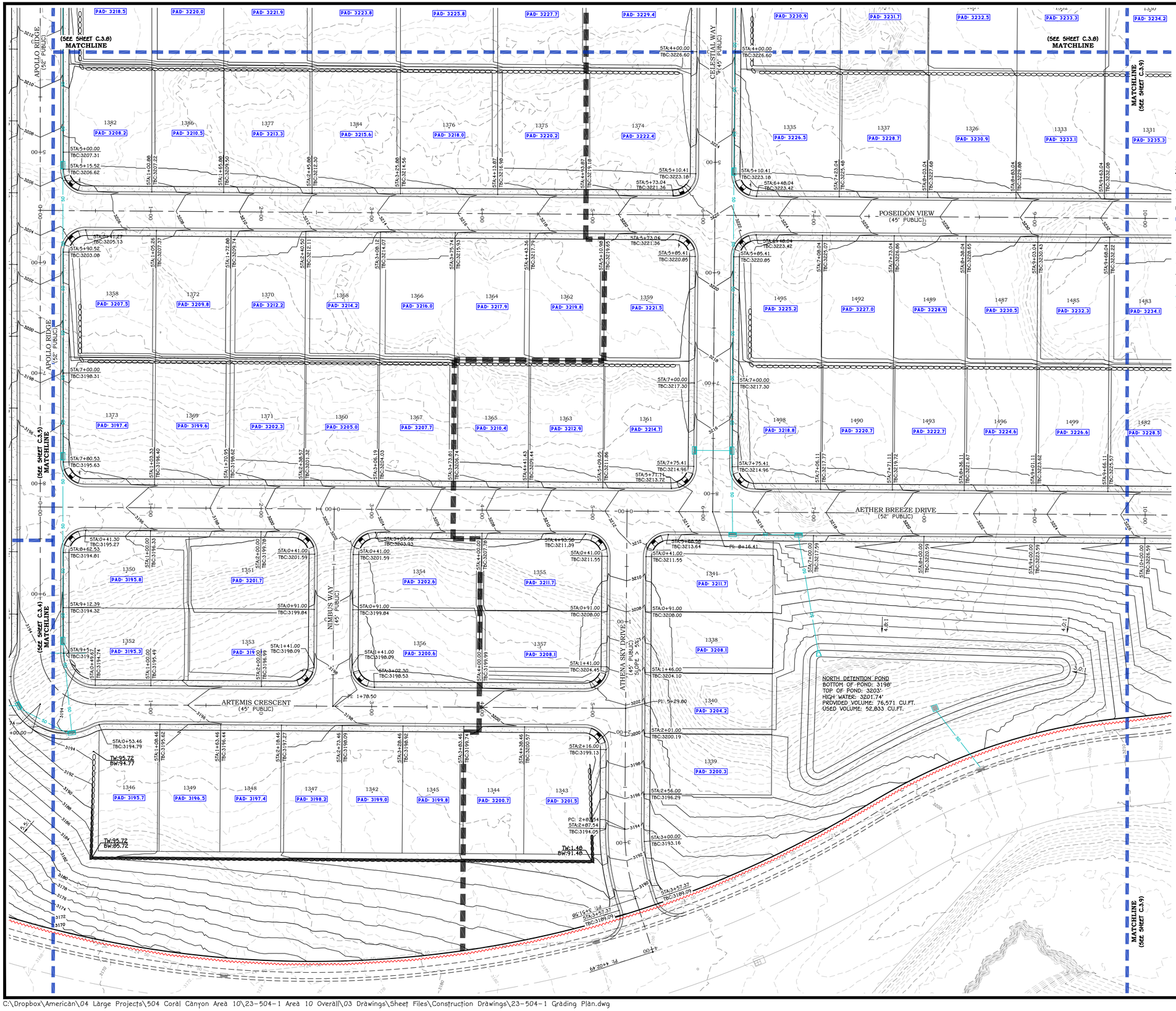
GRADING PLAN VI

PRELIMINARY PLAT

C.3.6

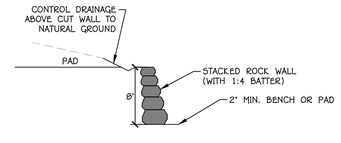
SHEET: 13 of 35

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Grading Plan.dwg

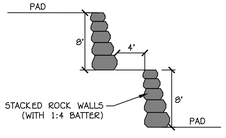


LEGEND:

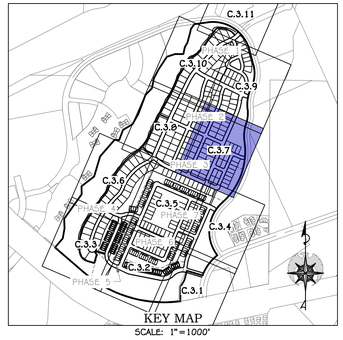
- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT BOUNDARY
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- PHASE LINE
- SHEET MATCH LINE
- PROPOSED ROCK RETAINING WALL
- EXISTING ROCK RETAINING WALL
- 3000 EXISTING GROUND MAJOR CONTOUR
- 3001 EXISTING GROUND MINOR CONTOUR
- 3000 FINISH GROUND MAJOR CONTOUR
- 3001 FINISH GROUND MINOR CONTOUR
- 50 PROPOSED STORM PIPE (SIZE PER PLAN)
- 50 EXISTING STORM PIPE (SIZE PER PLAN)
- CURB INLET SINGLE CATCH BASIN
- CURB INLET DOUBLE CATCH BASIN
- STANDARD STORM DRAIN MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX



A SINGLE ROCK RETAINING WALL SECTION
SCALE: NTS



B 2 TIER ROCK RETAINING WALL SECTION
SCALE: NTS



SCALE: 1"=1000'

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AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

DATE:	10/07/2024
JOB #	23-504-1
DRAWN BY:	CDF
CHECKED BY:	ARC

CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GRADING PLAN VII

PRELIMINARY PLAT

C.3.7

SHEET: 14 of 35

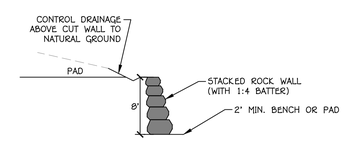
C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Grading Plan.dwg

0 40' 80'

SCALE: 1" = 40'

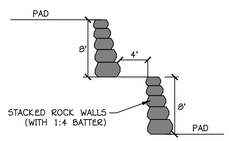
LEGEND:

- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- PHASE LINE
- SHEET MATCH LINE
- PROPOSED ROCK RETAINING WALL
- EXISTING ROCK RETAINING WALL
- 3000 EXISTING GROUND MAJOR CONTOUR
- 3001 EXISTING GROUND MINOR CONTOUR
- 3000 FINISH GROUND MAJOR CONTOUR
- 3001 FINISH GROUND MINOR CONTOUR
- 50 PROPOSED STORM PIPE (SIZE PER PLAN)
- 50 EXISTING STORM PIPE (SIZE PER PLAN)
- CURB INLET SINGLE CATCH BASIN
- CURB INLET DOUBLE CATCH BASIN
- 50 STANDARD STORM DRAIN MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX



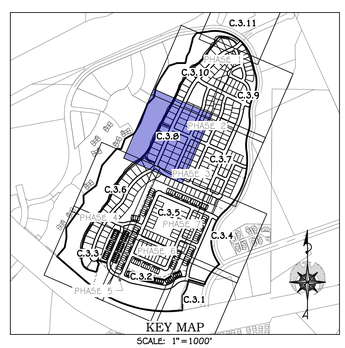
A SINGLE ROCK RETAINING WALL SECTION

SCALE: NTS



B 2 TIER ROCK RETAINING WALL SECTION

SCALE: NTS



KEY MAP

SCALE: 1"=1000'

REV.	DATE:	REVISION

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CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504
ST. GEORGE, UT 84770

DATE:	10/07/2024
JOB #:	23-504-1
DRAWN BY:	CDF
CHECKED BY:	ARC

CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GRADING PLAN VIII

PRELIMINARY PLAT

C.3.8

SHEET: 15 of 35

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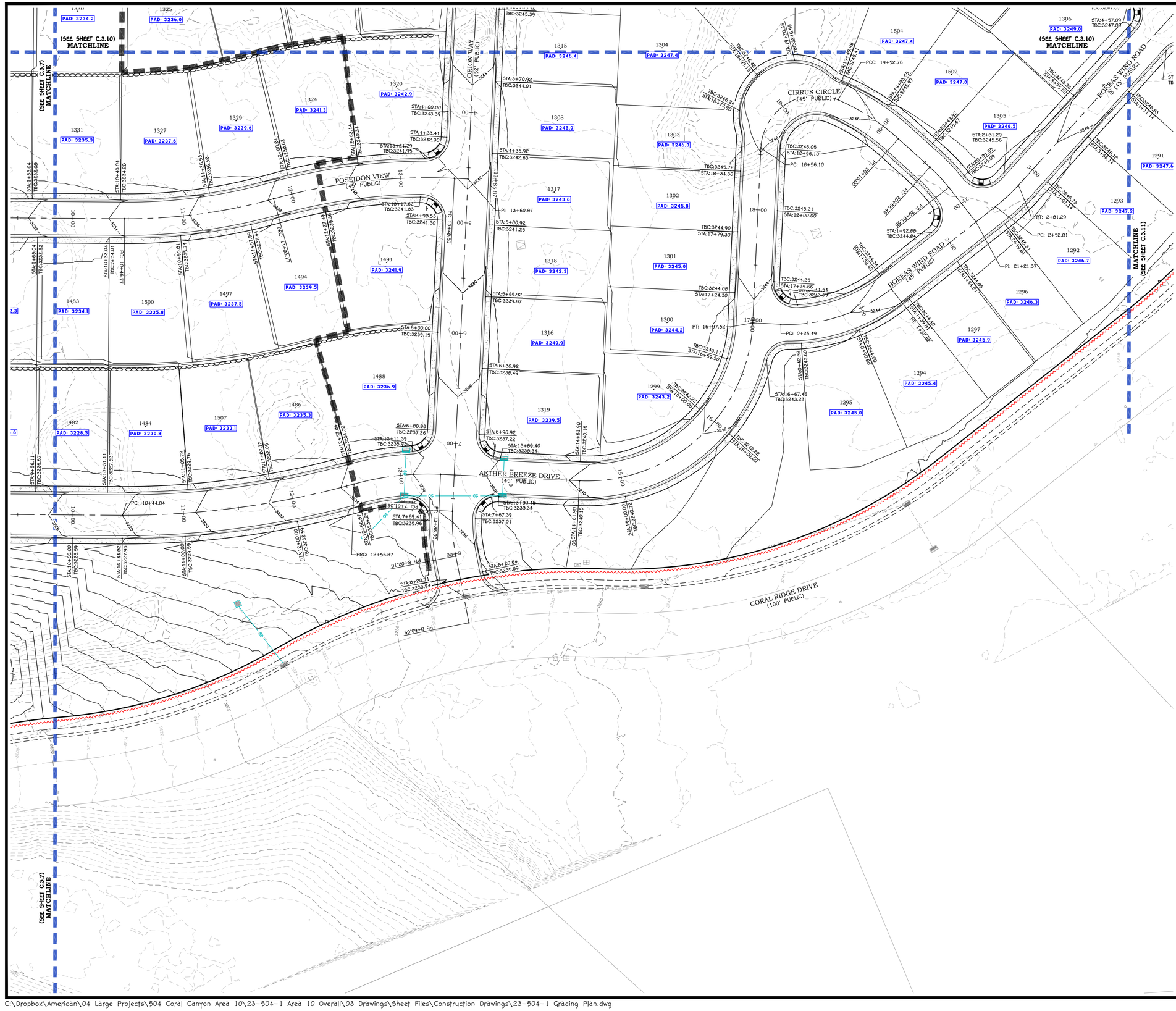

REV. | DATE: | REVISION

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CONSTRUCTION

AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

DATE: 10/07/2024
JOB #: 23-504-1
DRAWN BY: CDF
CHECKED BY: ARC

CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GRADING PLAN IX
PRELIMINARY PLAT

C.3.9

SHEET: 16 of 35

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Grading Plan.dwg

0 40' 80'

SCALE: 1" = 40'

LEGEND:

- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- PHASE LINE
- SHEET MATCH LINE
- PROPOSED ROCK RETAINING WALL
- EXISTING ROCK RETAINING WALL
- 3000 EXISTING GROUND MAJOR CONTOUR
- 3001 EXISTING GROUND MINOR CONTOUR
- 3000 FINISH GROUND MAJOR CONTOUR
- 3001 FINISH GROUND MINOR CONTOUR
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- CURB INLET SINGLE CATCH BASIN
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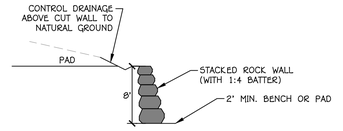
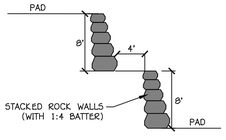
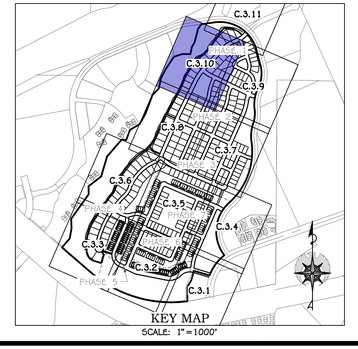
- 50 STANDARD STORM DRAIN MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX



A SINGLE ROCK RETAINING WALL SECTION
SCALE: NTS



B 2 TIER ROCK RETAINING WALL SECTION
SCALE: NTS



KEY MAP
SCALE: 1"=1000'

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AMERICAN
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1173 S. 250 W. #304 ST. GEORGE, UT 84770

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DATE:	10/07/2024
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CHECKED BY:	ARC

CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GRADING PLAN X

PRELIMINARY PLAT

C.3.10

SHEET: 17 of 35

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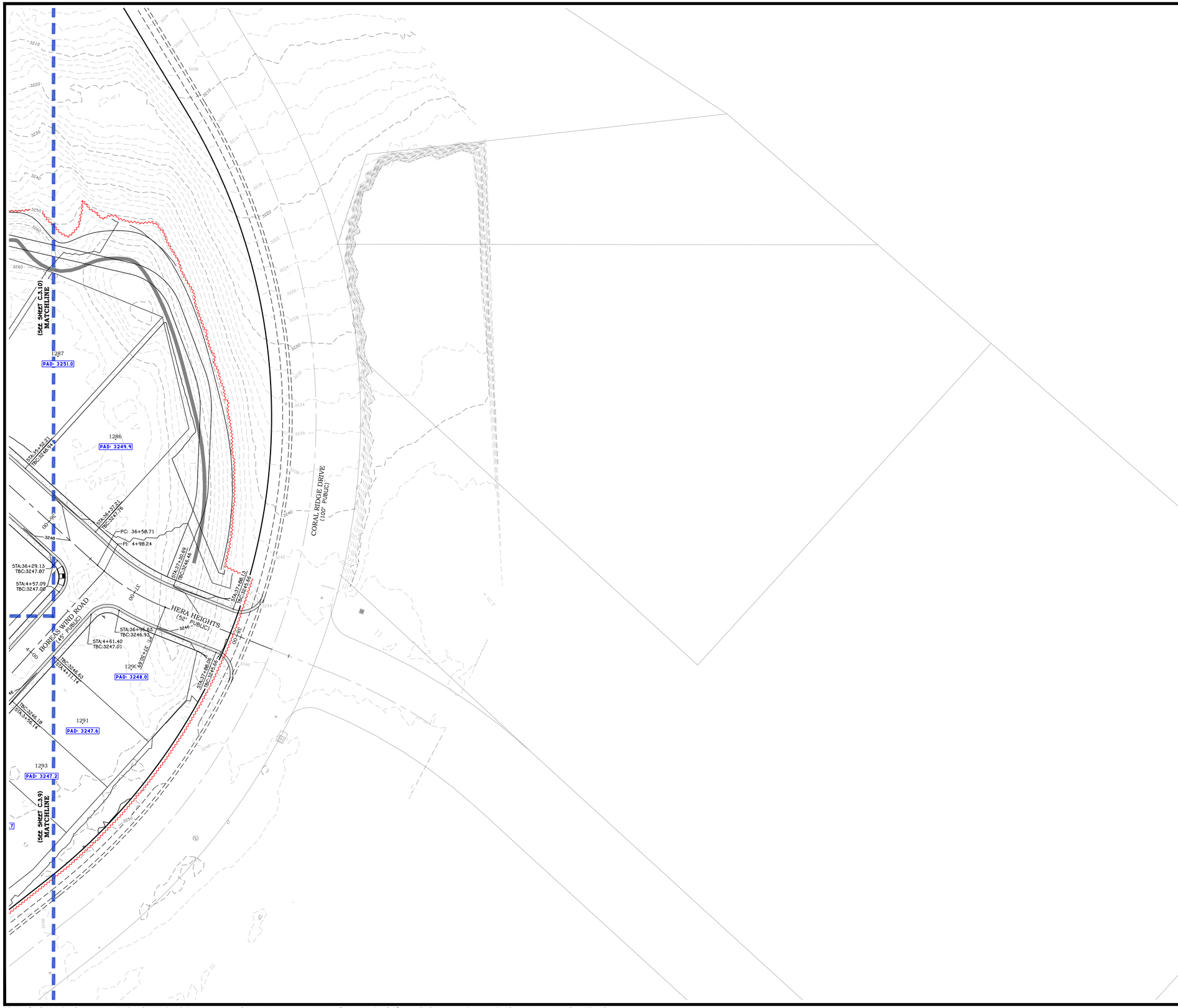
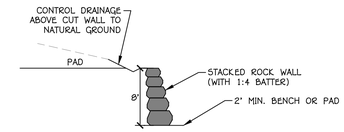


0 40' 80'

SCALE: 1" = 40'

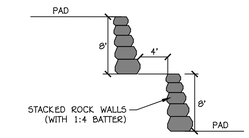
LEGEND:

- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- PHASE LINE
- SHEET MATCH LINE
- PROPOSED ROCK RETAINING WALL
- EXISTING ROCK RETAINING WALL
- 3000 EXISTING GROUND MAJOR CONTOUR
- 3001 EXISTING GROUND MINOR CONTOUR
- 3000 FINISH GROUND MAJOR CONTOUR
- 3001 FINISH GROUND MINOR CONTOUR
- 50 PROPOSED STORM PIPE (SIZE PER PLAN)
- 50 EXISTING STORM PIPE (SIZE PER PLAN)
- CURB INLET SINGLE CATCH BASIN
- CURB INLET DOUBLE CATCH BASIN
- 50 STANDARD STORM DRAIN MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX



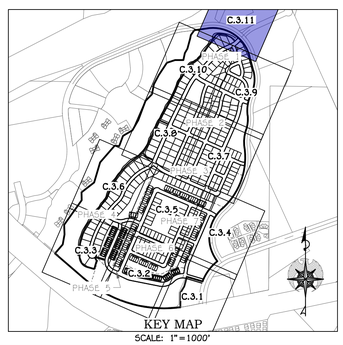
A SINGLE ROCK RETAINING WALL SECTION

SCALE: NTS



B 2 TIER ROCK RETAINING WALL SECTION

SCALE: NTS



KEY MAP

SCALE: 1"=1000'

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1173 S. 250 W. #504 ST. GEORGE, UT 84770

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CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GRADING PLAN XI

PRELIMINARY PLAT

C.3.11

SHEET: 18 of 35

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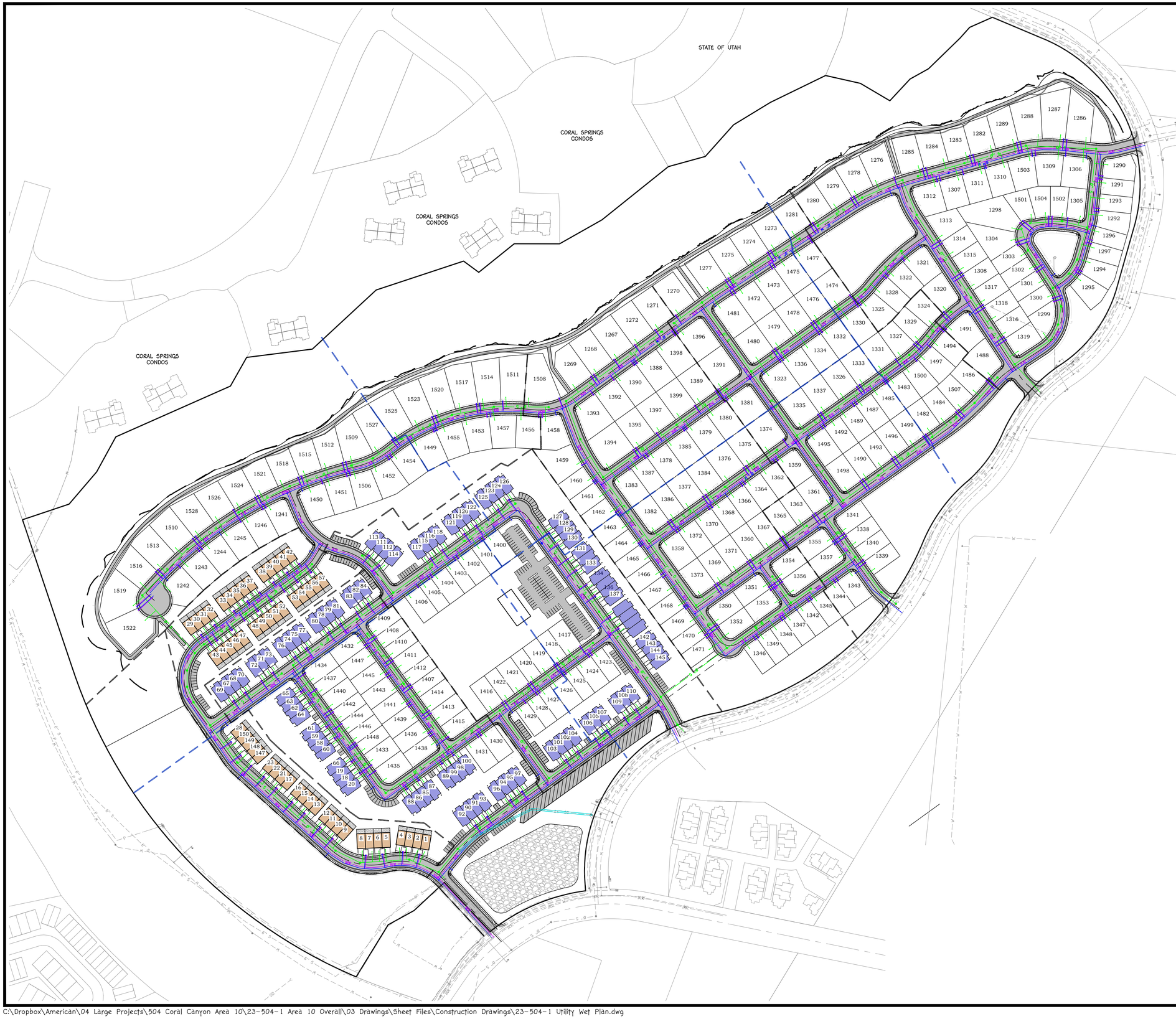

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Bluestakes.org
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0 150' 300'
SCALE: 1" = 150'

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HURRICANE CITY WATER NOTES:

1. ALL WATERLINE WORKS MUST BE INSTALLED BY A CONTRACTOR THAT HAS BEEN PRE-QUALIFIED BY THE CITY OF HURRICANE WATER DEPARTMENT.
2. ALL CONSTRUCTION SHALL CONFORM TO THE 'CITY OF HURRICANE DESIGN STANDARD', THE INTERNATIONAL PLUMBING CODE', AND THE 'UNIFORM BUILDING CODE' LATEST EDITION AS ADMINISTERED BY THE CITY OF HURRICANE.
3. CONTRACTOR SHALL POTHOLE ALL PIPELINES AND VERIFY LOCATION AND DEPTH PRIOR TO PROCEEDING WITH ANY BUILDING OR PIPELINE CONSTRUCTION. IF THE IN FIELD CONDITION VARIES FROM DESIGN THE CONTRACTOR IS RESPONSIBLE FOR COSTS DUE TO CHANGES IN CONDITION. CITY MAPS ARE 'BEST KNOWLEDGE' AND APPROXIMATE.
4. THE POTABLE WATER SUPPLY TO LAWN IRRIGATION SYSTEMS SHALL BE PROTECTED AGAINST BACKFLOW PER THE 'INTERNATIONAL PLUMBING CODE (IPC)' SECTION 608.16.5 AND FIRE SPRINKLER SYSTEMS PER (IPC) 608.16.4.
5. ALL BACKFLOW ASSEMBLY INSTALLATION AND TEST REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE HURRICANE CITY ORDINANCE SECTION 8-3-9.
6. 14 GAUGE WIRE SHALL BE TAPED TO ALL WATER LINES FOR LOCATING PURPOSES. THE WIRE SHALL ALSO BE BROUGHT UP AT EACH VALVE BOX AND HYDRANT.
7. THRUST RESTRAINT NEW PIPELINE AS REQUIRED. USE MEGA-LUG ON THE FITTINGS AND FIELD LOCK GASKETS ON THE REQUIRED LENGTH OF RESTRAINED PIPE.
8. ASPHALT REPLACED OVER THE PIPE TRENCHING IS TO MATCH EXISTING PAVEMENT DEPTHS WITH A 6' OVER CUT FROM EDGE OF THE TRENCH ON EACH SIDE OF THE TRENCH.
9. CONTRACTORS SHALL CUT OFF AND CAP (BACK AT THE WATER MAIN) ALL EXISTING SERVICE LINES OR UNUSED STUB LINES THAT WILL BE ABANDONED.
10. ANY CHANGES MADE IN THE FIELD MUST BE FIRST APPROVED AND DOCUMENTED BY THE HURRICANE CITY WATER SERVICES REPRESENTATIVE.
11. ALL NEW FIRE HYDRANTS SHALL BE INSTALLED AT THE CORRECT HEIGHT. RISERS WILL NOT BE ALLOWED.
12. RAISE ALL UTILITIES, SUCH AS MANHOLES, METER SETTERS, FIRE HYDRANTS, WATER VALVE LIDS, ETC. TO ROADWAY OR PROJECT FINISHED GRADE AS MAY BE APPLICABLE.

ASH CREEK SEWER DISTRICT:

1. SEWER IS TO MEET THE CURRENT ASH CREEK SPECIAL SERVICE DISTRICT (DISTRICT) CONSTRUCTION STANDARD.
2. PRIOR TO COMPLETION OF THE PROJECT PROVIDE A COPY OF THE GEOTECHNICAL REPORT AND THE COMPACTION TEST RESULTS TO THE DISTRICT.
3. PRIOR TO COMPLETION OF THE PROJECT PROVIDE A PDF AND A 2'X3' PLAN SHEET DRAWING OF RECORD TO THE DISTRICT. THE DRAWING OF RECORD SHOULD INCLUDE A DISTANCE FROM THE NEAR SIDE PROPERTY LINE TO THE SEWER LATERAL MARKER, ALSO INCLUDE ANY CHANGES TO SEWER MAIN LINE SLOPES AND DEPTHS.
4. THE CONTRACTOR WILL BE RESPONSIBLE TO CLEAN AND TEST THE SEWER LINES AFTER ALL UTILITIES HAVE BEEN INSTALLED BUT PRIOR TO ASPHALT PLACEMENT. THE FOLLOWING TESTS WILL NEED TO BE COMPLETED BY THE CONTRACTOR: MANDREL TEST, AIR TEST AND CLOSED-CIRCUIT CAMERA INSPECTION. CAMERA INSPECTION IF PROVIDED BY THE DISTRICT CAN BE SCHEDULED WITH THE DISTRICT REPRESENTATIVE. TUESDAYS OR THURSDAYS ARE GENERALLY WHEN THE DISTRICT CAN PERFORM THIS CAMERA WORK.
5. DURING CONSTRUCTION, ALL SEWER LINES WILL NEED TO BE CAPPED OR SEALED TO PROTECT THE SEWER SYSTEM FROM FLOODING OR RAIN EVENTS.

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DATE:	10/07/2024
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CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

WATER IRRIGATION & SEWER OVERALL
CONSTRUCTION DRAWINGS

C.4.0

SHEET: 19 of 76

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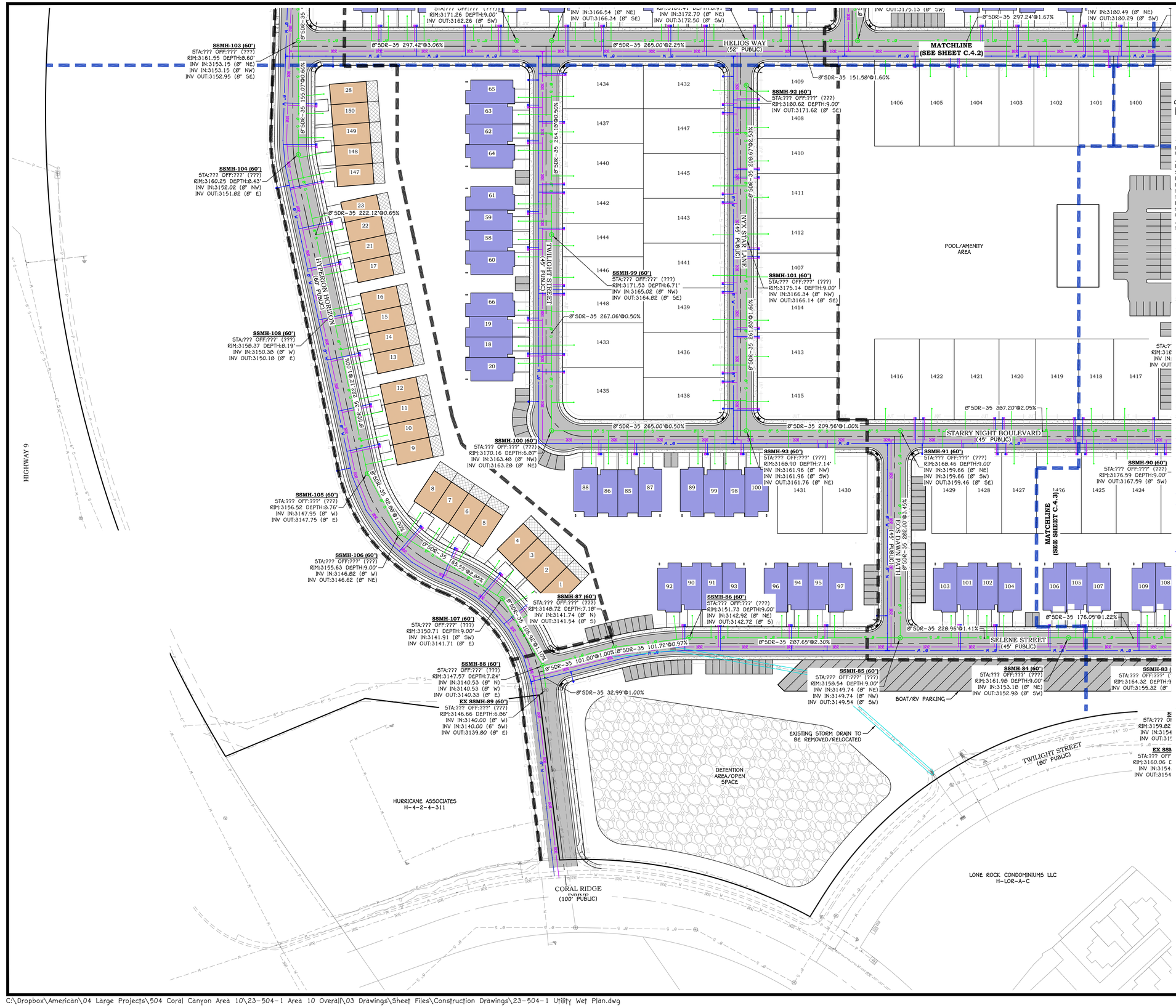

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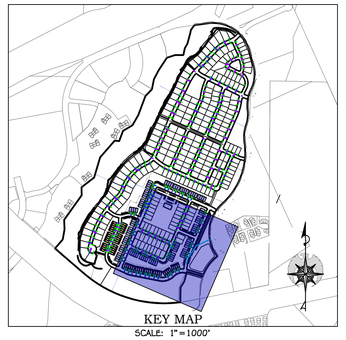
LEGEND:

	DETAIL
PROPOSED PARCEL BOUNDARY	
EXISTING/ADJACENT PARCEL BOUNDARY	
PROPOSED EASEMENT	
EXISTING EASEMENT	
PHASE LINE	
SHEET MATCH LINE	
PROPOSED RETAINING WALL (SEE GRADING PLANS)	
EXISTING RETAINING WALL	
PROPOSED ROCK WALL (SEE GRADING PLANS)	
EXISTING ROCK WALL	
PROPOSED WATER MAIN (SIZE PER PLAN)	
EXISTING WATER MAIN (SIZE PER PLAN)	
WATER MANHOLE	SD 108
FIRE HYDRANT AND VALVE ASSEMBLY	WD 302
WATER SERVICE LATERAL	WD 303
FOUR-WAY VALVE CLUSTER	
THREE-WAY VALVE CLUSTER	
STANDARD AIR VAC VAULT	WD 312
IN-LINE WATER VALVE	WD 316
PROPOSED IRRIGATION MAIN (SIZE PER PLAN)	
EXISTING IRRIGATION MAIN (SIZE PER PLAN)	
IRRIGATION MANHOLE	SD 108
IRRIGATION SERVICE LATERAL	WD 303
FOUR-WAY VALVE CLUSTER	
THREE-WAY VALVE CLUSTER	
IN-LINE VALVE	WD 316
PROPOSED SEWER MAIN (SIZE PER PLAN)	
EXISTING SEWER MAIN (SIZE PER PLAN)	
STANDARD SEWER MANHOLE	SD 109
SEWER CLEANOUT COVER	
SEWER SERVICE CONNECTION	



REV.	DATE:	REVISION

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AMERICAN CONSULTING & ENGINEERING
1175 S. 250 W. #504 ST. GEORGE, UT 84770

DATE:	10/07/2024
JOB #:	23-504-1
DRAWN BY:	CDF
CHECKED BY:	ARC

CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

WATER IRRIGATION & SEWER I
CONSTRUCTION DRAWINGS

C.4.1

SHEET: 20 of 76

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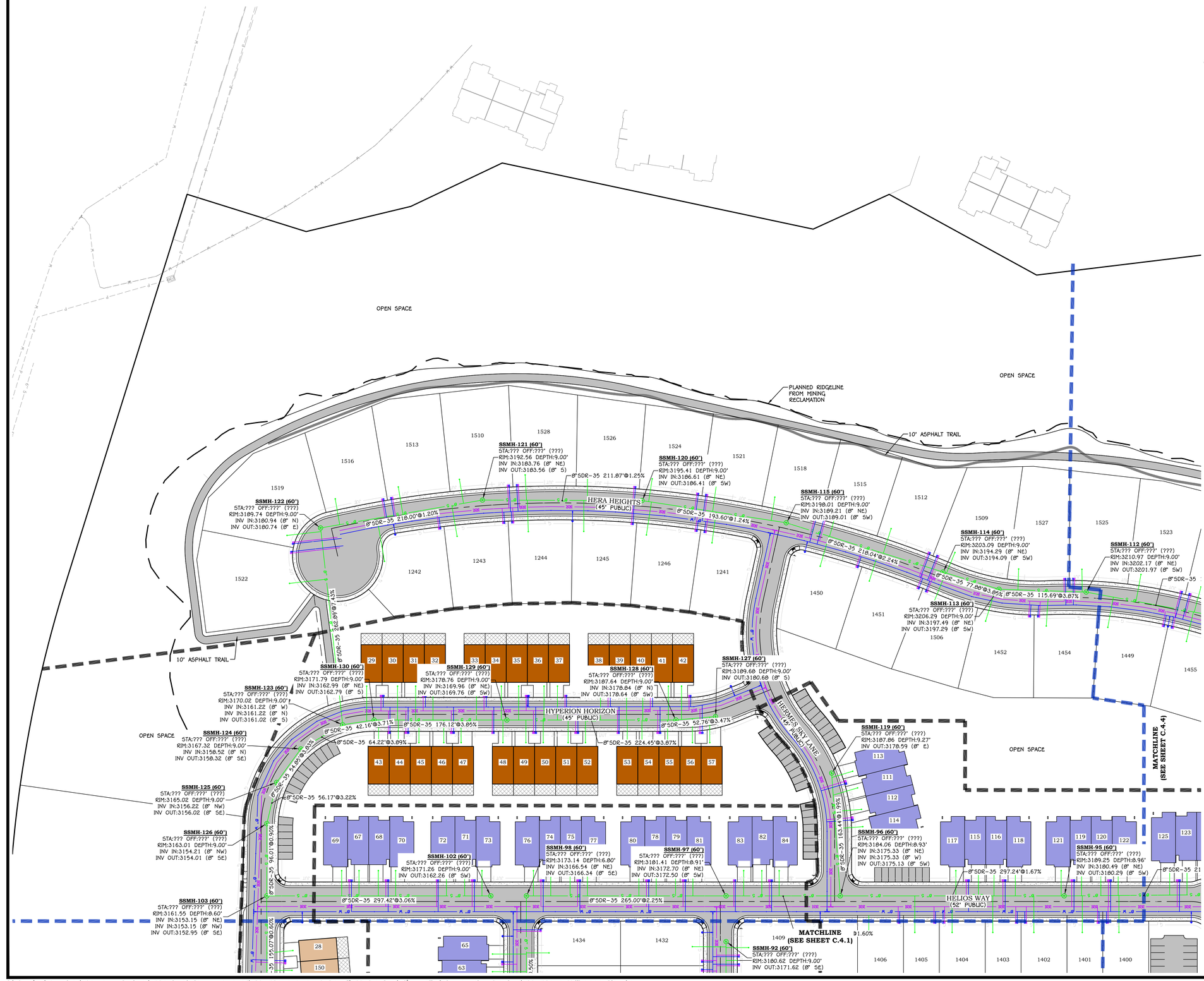

0 60' 120'

SCALE: 1" = 60'

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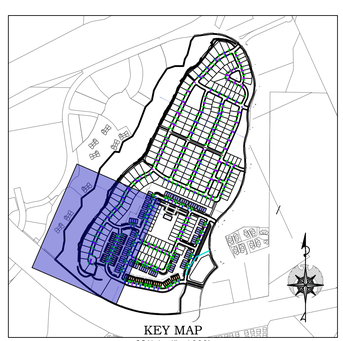
PROPOSED PARCEL BOUNDARY	
EXISTING/ADJACENT PARCEL BOUNDARY	
PROPOSED EASEMENT	
EXISTING EASEMENT	
PHASE LINE	
SHEET MATCH LINE	
PROPOSED RETAINING WALL (SEE GRADING PLANS)	
EXISTING RETAINING WALL	
PROPOSED ROCK WALL (SEE GRADING PLANS)	
EXISTING ROCK WALL	
PROPOSED WATER MAIN (SIZE PER PLAN)	
EXISTING WATER MAIN (SIZE PER PLAN)	
WATER MANHOLE	SD 108
FIRE HYDRANT AND VALVE ASSEMBLY	WD 302
WATER SERVICE LATERAL	WD 303
FOUR-WAY VALVE CLUSTER	
THREE-WAY VALVE CLUSTER	
STANDARD AIR VAC VAULT	WD 312
IN-LINE WATER VALVE	WD 316
PROPOSED IRRIGATION MAIN (SIZE PER PLAN)	
EXISTING IRRIGATION MAIN (SIZE PER PLAN)	
IRRIGATION MANHOLE	SD 108
IRRIGATION SERVICE LATERAL	WD 303
FOUR-WAY VALVE CLUSTER	
THREE-WAY VALVE CLUSTER	
IN-LINE VALVE	WD 316
PROPOSED SEWER MAIN (SIZE PER PLAN)	
EXISTING SEWER MAIN (SIZE PER PLAN)	
STANDARD SEWER MANHOLE	SD 109
SEWER CLEANOUT COVER	
SEWER SERVICE CONNECTION	



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CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

WATER IRRIGATION & SEWER II

CONSTRUCTION DRAWINGS

C.4.2

SHEET: 21 of 76

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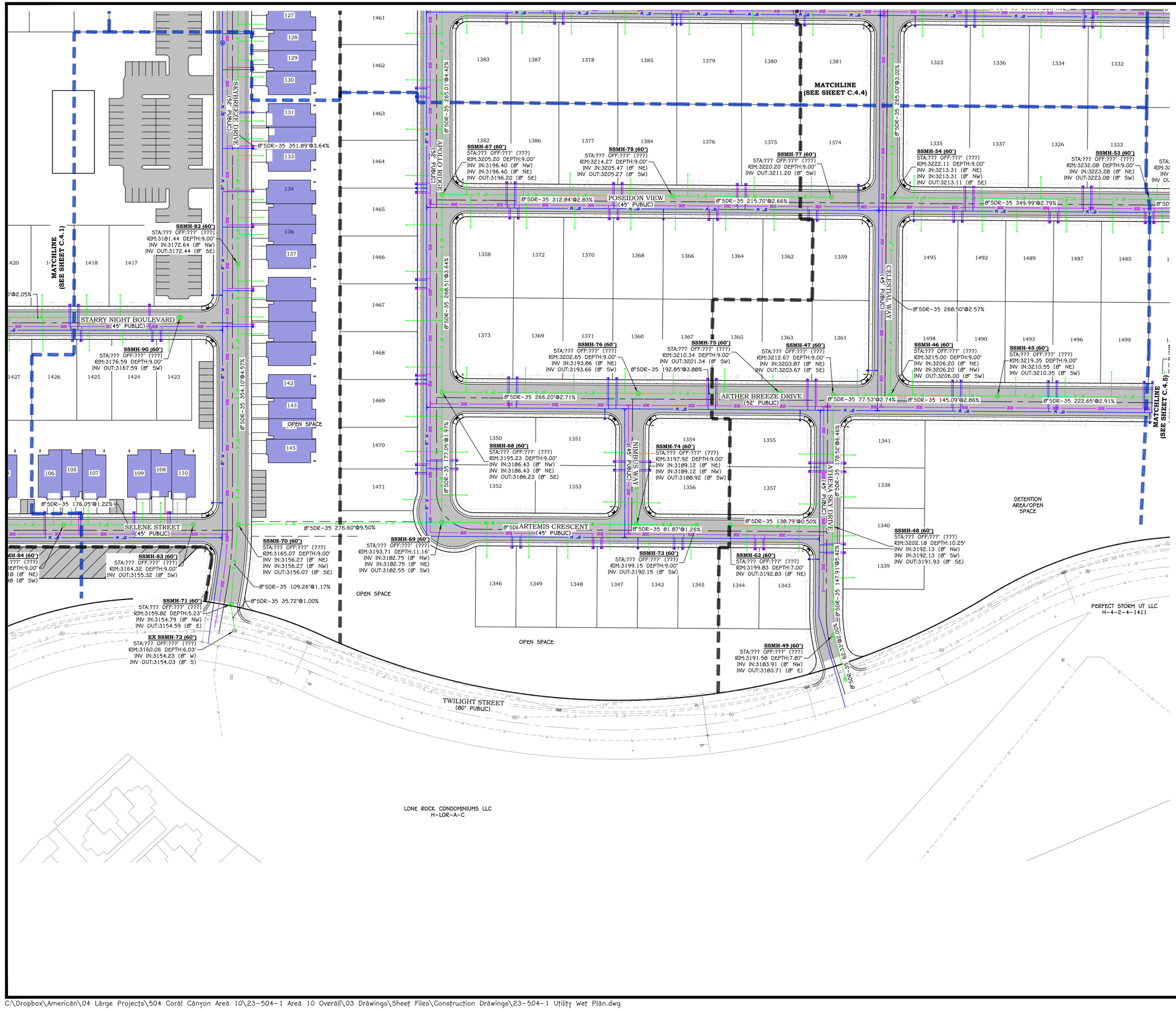

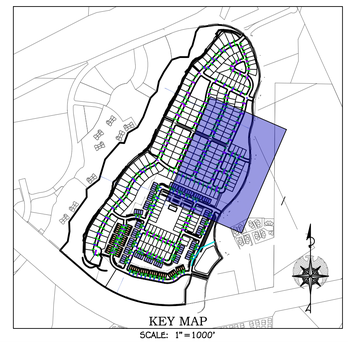

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0 60' 120'
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WATER SERVICE LATERAL	WD 303
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THREE-WAY VALVE CLUSTER	
STANDARD AIR VAC VAULT	WD 312
IN-LINE WATER VALVE	WD 316
PROPOSED IRRIGATION MAIN (SIZE PER PLAN)	
EXISTING IRRIGATION MAIN (SIZE PER PLAN)	
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IRRIGATION SERVICE LATERAL	WD 303
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CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

WATER IRRIGATION & SEWER III
CONSTRUCTION DRAWINGS

C.4.3

SHEET: 22 of 76

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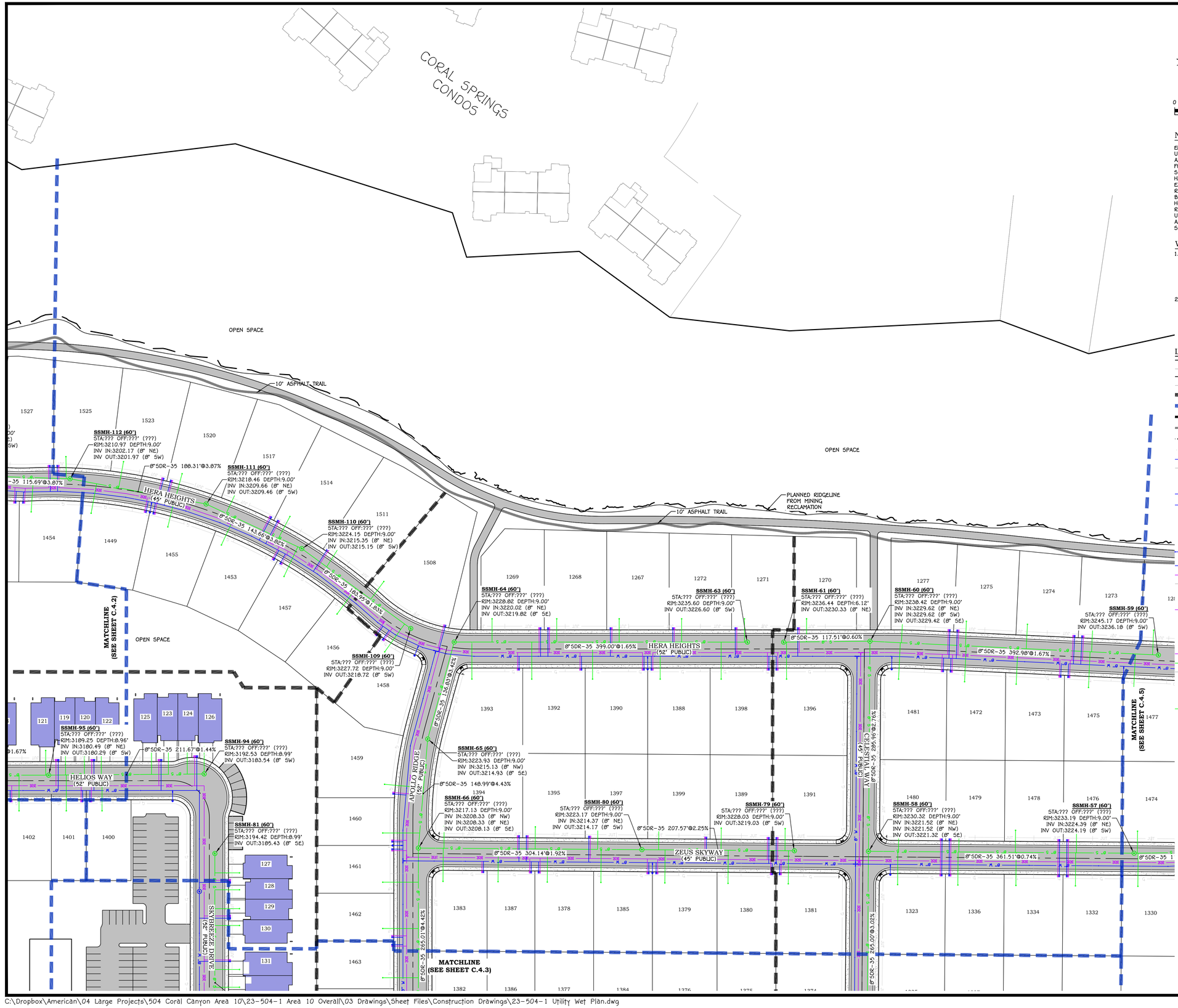

0 60' 120'

SCALE: 1" = 60'

Blue Stakes of UTAH811 Bluestakes.org

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WATER, SEWER, & IRRIGATION PLAN NOTES:

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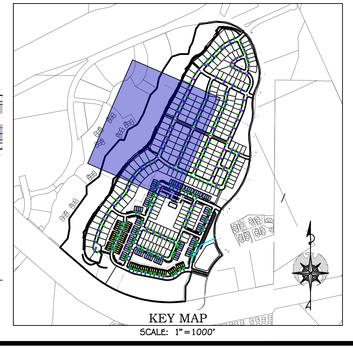
2. CONNECTION TO EXISTING LOCATION SHOWN IS APPROXIMATE. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL CONNECTIONS WITH EXISTING WATER, SEWER, AND IRRIGATION LINES. FOR PRESSURIZED UTILITY LINES, CONTRACTOR TO VERIFY PROPER RESTRAINTS ARE PROVIDED. IF EXISTING RESTRAINTS DO NOT EXIST, CONTRACTOR TO RESTRAIN ALL PRESSURIZED LINES IN ACCORDANCE WITH CITY/AGENCY STANDARDS AND SPECIFICATIONS.

LEGEND:

	DETAIL
PROPOSED PARCEL BOUNDARY	
EXISTING/ADJACENT PARCEL BOUNDARY	
PROPOSED EASEMENT	
EXISTING EASEMENT	
PHASE LINE	
SHEET MATCH LINE	
PROPOSED RETAINING WALL (SEE GRADING PLANS)	
EXISTING RETAINING WALL	
PROPOSED ROCK WALL (SEE GRADING PLANS)	
EXISTING ROCK WALL	
PROPOSED WATER MAIN (SIZE PER PLAN)	
EXISTING WATER MAIN (SIZE PER PLAN)	
WATER MANHOLE	SD 108
FIRE HYDRANT AND VALVE ASSEMBLY	WD 302
WATER SERVICE LATERAL	WD 303
FOUR-WAY VALVE CLUSTER	
THREE-WAY VALVE CLUSTER	
STANDARD AIR VAC VAULT	WD 312
IN-LINE WATER VALVE	WD 316
PROPOSED IRRIGATION MAIN (SIZE PER PLAN)	
EXISTING IRRIGATION MAIN (SIZE PER PLAN)	
IRRIGATION MANHOLE	SD 108
IRRIGATION SERVICE LATERAL	WD 303
FOUR-WAY VALVE CLUSTER	
THREE-WAY VALVE CLUSTER	
IN-LINE VALVE	WD 316
PROPOSED SEWER MAIN (SIZE PER PLAN)	
EXISTING SEWER MAIN (SIZE PER PLAN)	
STANDARD SEWER MANHOLE	SD 109
SEWER CLEANOUT COVER	
SEWER SERVICE CONNECTION	



KEY MAP

SCALE: 1"=1000'

REV.	DATE:	REVISION

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AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

DATE:	10/07/2024
JOB #	23-504-1
DRAWN BY:	CDF
CHECKED BY:	ARC

CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

WATER IRRIGATION & SEWER IV

CONSTRUCTION DRAWINGS

C.4.4

SHEET: 23 of 76

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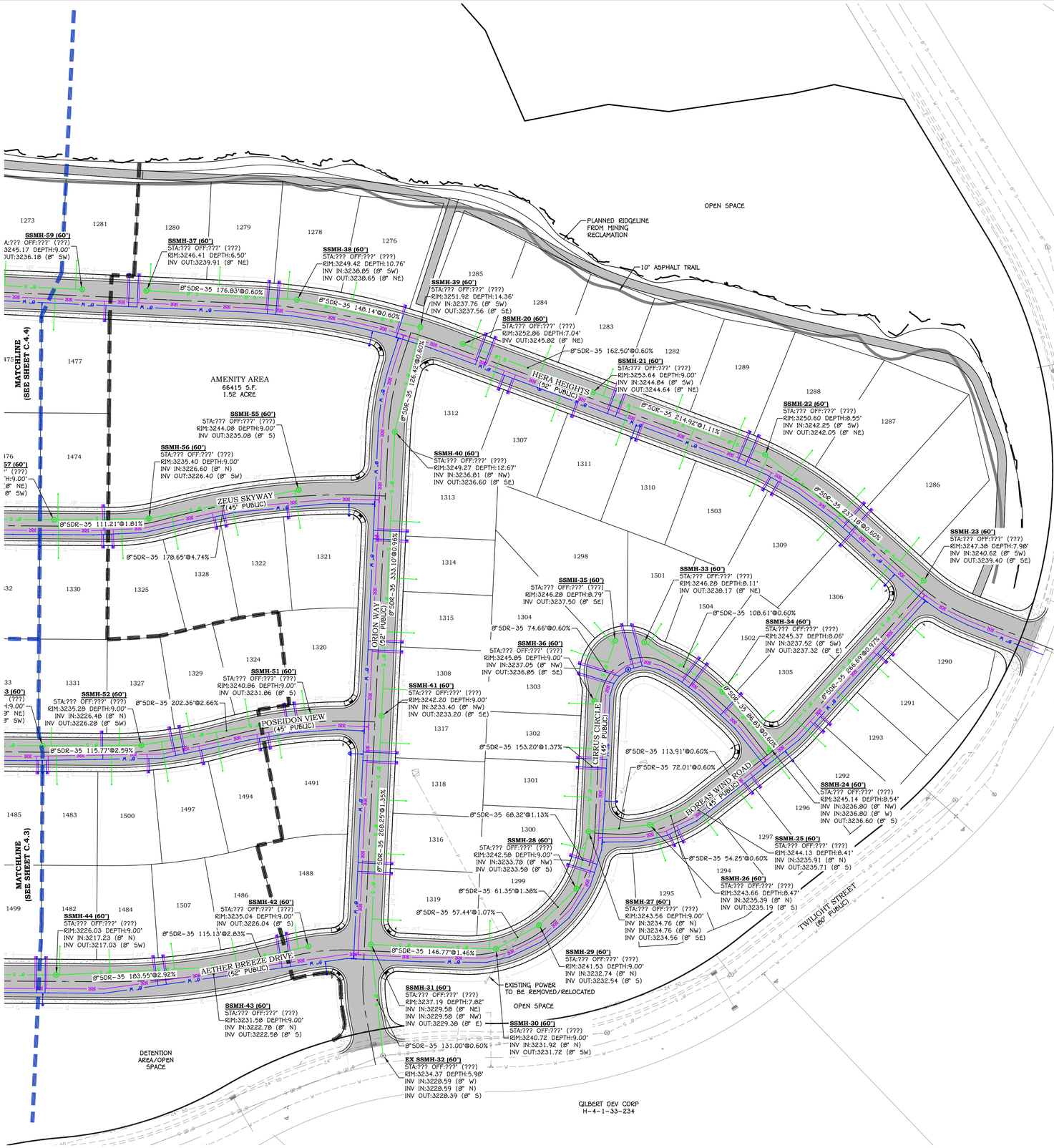

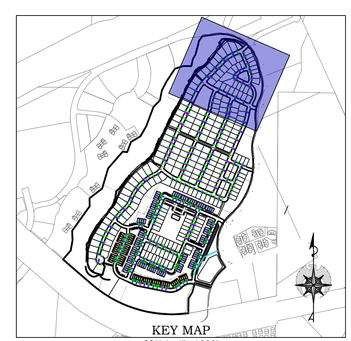

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EXISTING ROCK WALL	
PROPOSED WATER MAIN (SIZE PER PLAN)	
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EXISTING IRRIGATION MAIN (SIZE PER PLAN)	
IRRIGATION MANHOLE	SD 108
IRRIGATION SERVICE LATERAL	WD 303
FOUR-WAY VALVE CLUSTER	
THREE-WAY VALVE CLUSTER	
IN-LINE VALVE	WD 316
PROPOSED SEWER MAIN (SIZE PER PLAN)	
EXISTING SEWER MAIN (SIZE PER PLAN)	
STANDARD SEWER MANHOLE	SD 109
SEWER CLEANOUT COVER	
SEWER SERVICE CONNECTION	

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WATER IRRIGATION & SEWER V
CONSTRUCTION DRAWINGS

C.4.5

SHEET: 24 of 76

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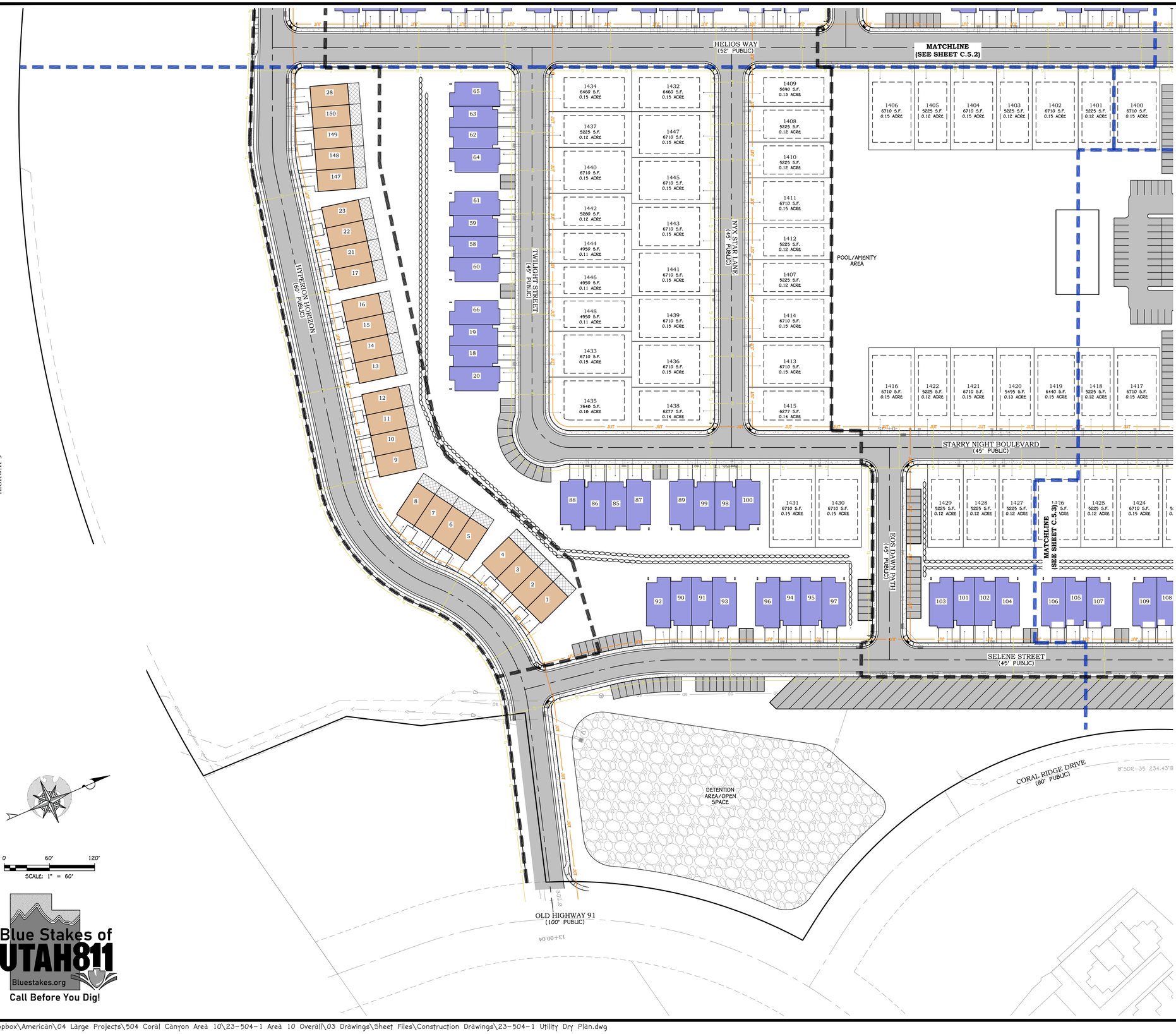

GAS, COMM, & CATV PLAN NOTES:

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2. GAS, PHONE/COMM, AND CATV DESIGN PROVIDED FOR INFORMATION ONLY. FINAL DESIGN TO BE COORDINATED WITH THE RESPECTIVE UTILITY SERVICE PROVIDER.

DOMINION ENERGY NOTES:

1. DEVELOPER NEEDS TO CONTACT DOMINION ENERGY PRECONSTRUCTION DEPARTMENT PRIOR TO BREAKING GROUND FOR GAS SIGN UP. DJ CAMBELL 435-674-6154.
2. DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT DEVELOPER'S EXPENSE.
3. IF CASINGS/CONDUITS ARE NEEDED, THEY ARE TO BE INSTALLED BY DEVELOPER AT THEIR COSTS. A MAP WILL BE AVAILABLE AT DOMINION ENERGY FOR CASING LOCATIONS (1155 E 450 N - ST GEORGE).
4. ALL OF THE UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED TO WITHIN 6 INCHES OF TOP BACK OF CURB BEFORE GAS LINES WILL BE INSTALLED. **NO RETAINING, ROCK, OR BLOCK WALLS MAY BE CONSTRUCTED ON/IN A PUE. **DEVELOPER WILL BE RESPONSIBLE FOR THE COSTS OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION.**
5. ALL TRENCHES SHALL BE BACKFILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.
6. PROPERTY LOT LINES, BACK OF CURB GRADE AND GAS RUNNING LINE MUST BE STAKED BY DEVELOPER BEFORE GAS WILL BE INSTALLED.
7. POWER, WATER, SEWER LINES, CULVERTS OR OTHER HAZARDS NOT CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER.
8. FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF THE GAS INSTALLATION TO THIS PROJECT.
9. CONTACT JC HALL, 435-210-0729, AT LEAST TWO (2) WEEKS PRIOR TO BEING READY, FOR SCHEDULING OF INSTALLATION.
10. **IMPORTANT NOTICE** GAS WILL BE PUT ON THE SCHEDULE FOR INSTALLATION WHEN POWER TRENCH IS BURIED, STREETS ARE WITHIN 6 INCHES OF SUB-GRADE AND 10' PUE UTILITY EASEMENT IS GRADED TO 6" OF TOP BACK OF CURB.
11. HIGH PRESSURE GAS NOTE: IF HIGH PRESSURE GAS LINE ARE LOCATED IN OR NEAR YOUR DIGGING AREA CONTRACTOR IS REQUIRED TO CALL HIGH PRESSURE DISPATCH AT (801)324-3370, AT LEAST 48 HOURS IN ADVANCE, BEFORE WORKING WITHIN 10 FEET OF A HIGH PRESSURE GAS LINE. THIS WILL SCHEDULE A DOMINION ENERGY HIGH PRESSURE INSPECTOR TO THE PROJECT SITE.

CENTURY LINK NOTES:

1. DEVELOPER TO PLACER CONDUIT IN ALL JUC TRENCH AND STUB UP AT ALL POWER LOCATIONS. CONTACT CENTURYLINK ENGINEER FOR PRINT IF NEEDED.
2. CENTURYLINK WILL PROVIDE ALL CONDUIT AND DELIVER TO JOB SITE. CALL 435-632-6553 SEVEN (7) DAYS PRIOR TO REQUIRING CONDUIT TO SCHEDULE DELIVERY.
3. CONTRACTOR SOT INSTALL CONDUIT AND PLACE PULL STINGS IN ALL CONDUIT TO VERIFY CONDUIT INTEGRITY.
4. ALL CONDUIT IS 2" UNLESS OTHERWISE NOTED.
5. ANY QUESTIONS TO JUC APPROVED PLANS PLEASE CONTACT CENTURYLINK ENGINEER ZACH MATHEWS AT 435-673-9639.
6. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER. CENTURYLINK ENGINEER MUST BE CONTACTED A MINIMUM OF FOUR (4) WEEKS BEFORE RELOCATION IS REQUIRED.
7. DEVELOPER IS RESPONSIBLE TO PROVIDE ALL STREET NAMES AND ADDRESSES WITHIN THREE (3) WEEKS OF UTILITY PLAN APPROVAL. FAILURE TO PROVIDE ADDRESS WILL RESULT IN A DELAY OF SERVICE TO PROJECT.

INFOWEST NOTES:

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3. CONTACT TDS PRIOR TO CONSTRUCTING BUILDINGS FOR PREWIRE OPTIONS FOR FIBER OPTIC SERVICE. ANY OTHER QUESTIONS REGARDING CONSTRUCTION OF SERVICE SHOULD BE DIRECTED TO TDS ENGINEERING AT 435-288-1415.
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0 60' 120'
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1175 S. 250 W. #504 ST. GEORGE, UT 84770

REV.	DATE:	REVISION

DATE: 10/07/2024
JOB # 23-504-1
DRAWN BY: SKA
CHECKED BY: ASA

CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GAS-JUT I
CONSTRUCTION DRAWINGS

C.5.1

SHEET: 25 of 76

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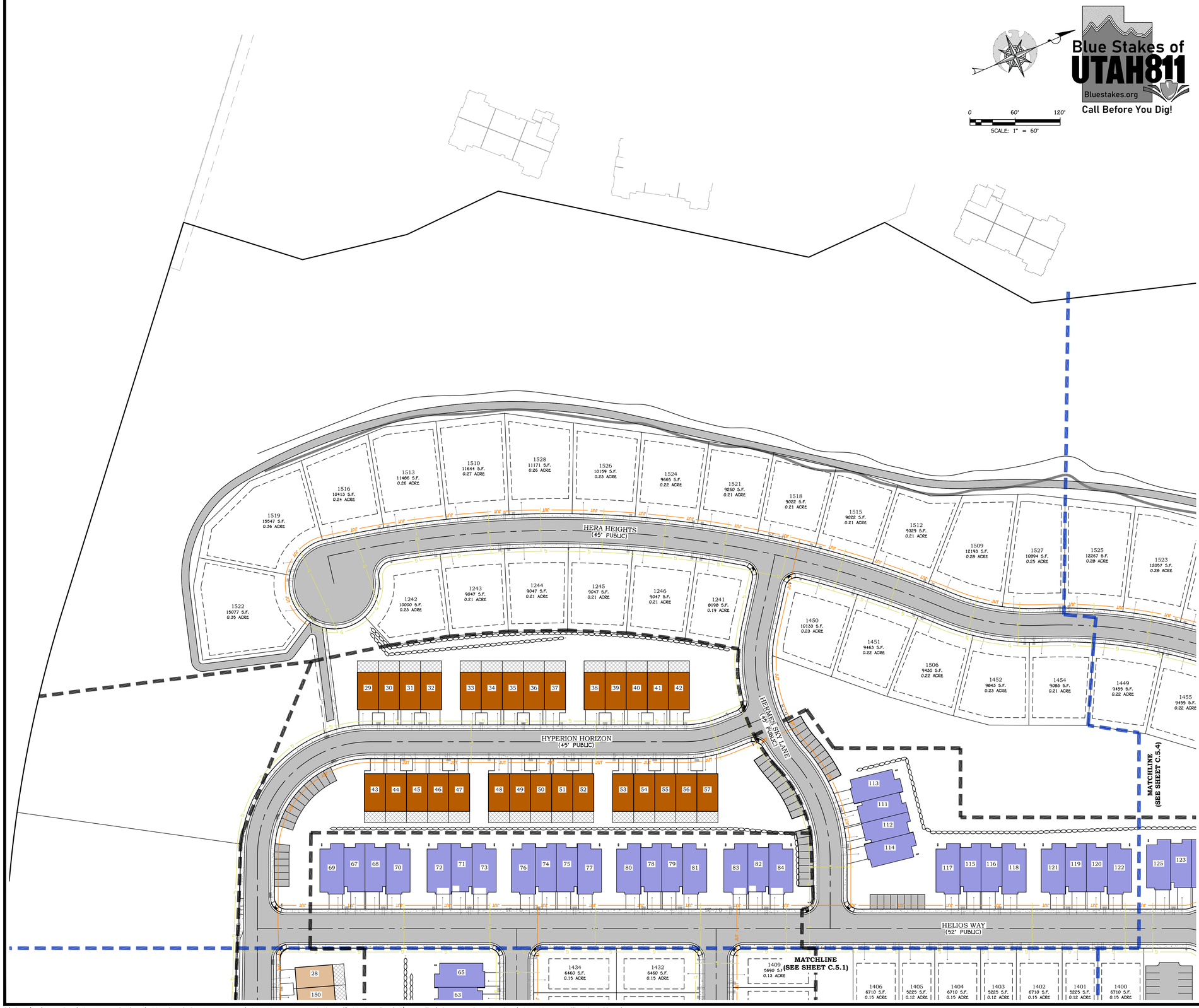

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- SHEET MATCH LINE
- PROPOSED RETAINING WALL (SEE GRADING PLANS)
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- EXISTING ROCK WALL
- PROPOSED GAS LINE
- EXISTING GAS LINE
- PROPOSED JOINT UTILITY TRENCH
- EXISTING JOINT UTILITY TRENCH

REV.	DATE:	REVISION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ★ ST. GEORGE, UT 84770

DATE:	10/07/2024
JOB #	23-504-1
DRAWN BY:	SKA
CHECKED BY:	ASA

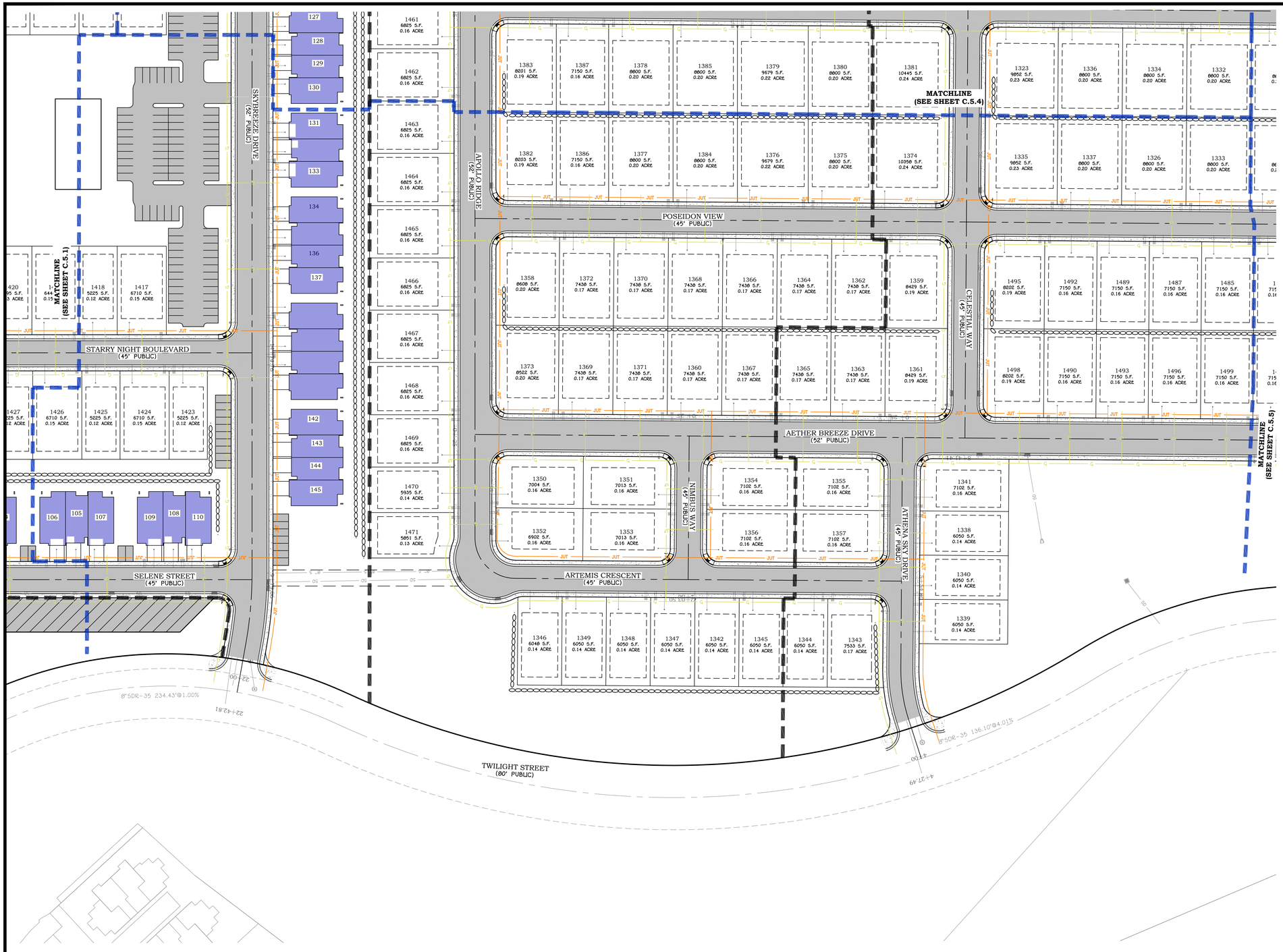
CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GAS-JUT II
CONSTRUCTION DRAWINGS

C.5.2

SHEET: 26 of 76

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Utility Dry Plan.dwg



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DOMINION ENERGY NOTES:

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2. DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT DEVELOPER'S EXPENSE.
3. IF CASINGS/CONDUITS ARE NEEDED, THEY ARE TO BE INSTALLED BY DEVELOPER AT THEIR COSTS. A MAP WILL BE AVAILABLE AT DOMINION ENERGY FOR CASING LOCATIONS (1155 E 450 N - ST GEORGE).
4. ALL OF THE UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED TO WITHIN 6 INCHES OF TOP BACK OF CURB BEFORE GAS LINES WILL BE INSTALLED. **NO RETAINING, ROCK, OR BLOCK WALLS MAY BE CONSTRUCTED ON/IN A PUE.**DEVELOPER WILL BE RESPONSIBLE FOR THE COSTS OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION.**
5. ALL TRENCHES SHALL BE BACKFILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.
6. PROPERTY LOT LINES, BACK OF CURB GRADE AND GAS RUNNING LINE MUST BE STAKED BY DEVELOPER BEFORE GAS WILL BE INSTALLED.
7. POWER, WATER, SEWER LINES, CULVERTS OR OTHER HAZARDS NOT CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER.
8. FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF THE GAS INSTALLATION TO THIS PROJECT.
9. CONTACT JC HALL, 435-210-0729, AT LEAST TWO (2) WEEKS PRIOR TO BEING READY, FOR SCHEDULING OF INSTALLATION.
10. **IMPORTANT NOTICE** GAS WILL BE PUT ON THE SCHEDULE FOR INSTALLATION WHEN POWER TRENCH IS BURIED, STREETS ARE WITHIN 6 INCHES OF SUB-GRADE AND 10' PUE UTILITY EASEMENT IS GRADED TO 6" OF TOP BACK OF CURB.
11. HIGH PRESSURE GAS NOTE: IF HIGH PRESSURE GAS LINE ARE LOCATED IN OR NEAR YOUR DIGGING AREA CONTRACTOR IS REQUIRED TO CALL HIGH PRESSURE DISPATCH AT (801)324-3370, AT LEAST 48 HOURS IN ADVANCE, BEFORE WORKING WITHIN 10 FEET OF A HIGH PRESSURE GAS LINE. THIS WILL SCHEDULE A DOMINION ENERGY HIGH PRESSURE INSPECTOR TO THE PROJECT SITE.

CENTURY LINK NOTES:

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2. CENTURYLINK WILL PROVIDE ALL CONDUIT AND DELIVER TO JOB SITE. CALL 435-632-6553 SEVEN (7) DAYS PRIOR TO REQUIRING CONDUIT TO SCHEDULE DELIVERY.
3. CONTRACTOR SOT INSTALL CONDUIT AND PLACE PULL STINGS IN ALL CONDUIT TO VERIFY CONDUIT INTEGRITY.
4. ALL CONDUIT IS 2" UNLESS OTHERWISE NOTED.
5. ANY QUESTIONS TO JUC APPROVED PLANS PLEASE CONTACT CENTURYLINK ENGINEER ZACH MATHEWS AT 435-673-9639.
6. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER. CENTURYLINK ENGINEER MUST BE CONTACTED A MINIMUM OF FOUR (4) WEEKS BEFORE RELOCATION IS REQUIRED.
7. DEVELOPER IS RESPONSIBLE TO PROVIDE ALL STREET NAMES AND ADDRESSES WITHIN THREE (3) WEEKS OF UTILITY PLAN APPROVAL. FAILURE TO PROVIDE ADDRESS WILL RESULT IN A DELAY OF SERVICE TO PROJECT.

INFOWEST NOTES:

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Blue Stakes of UTAH811 Bluestakes.org Call Before You Dig!

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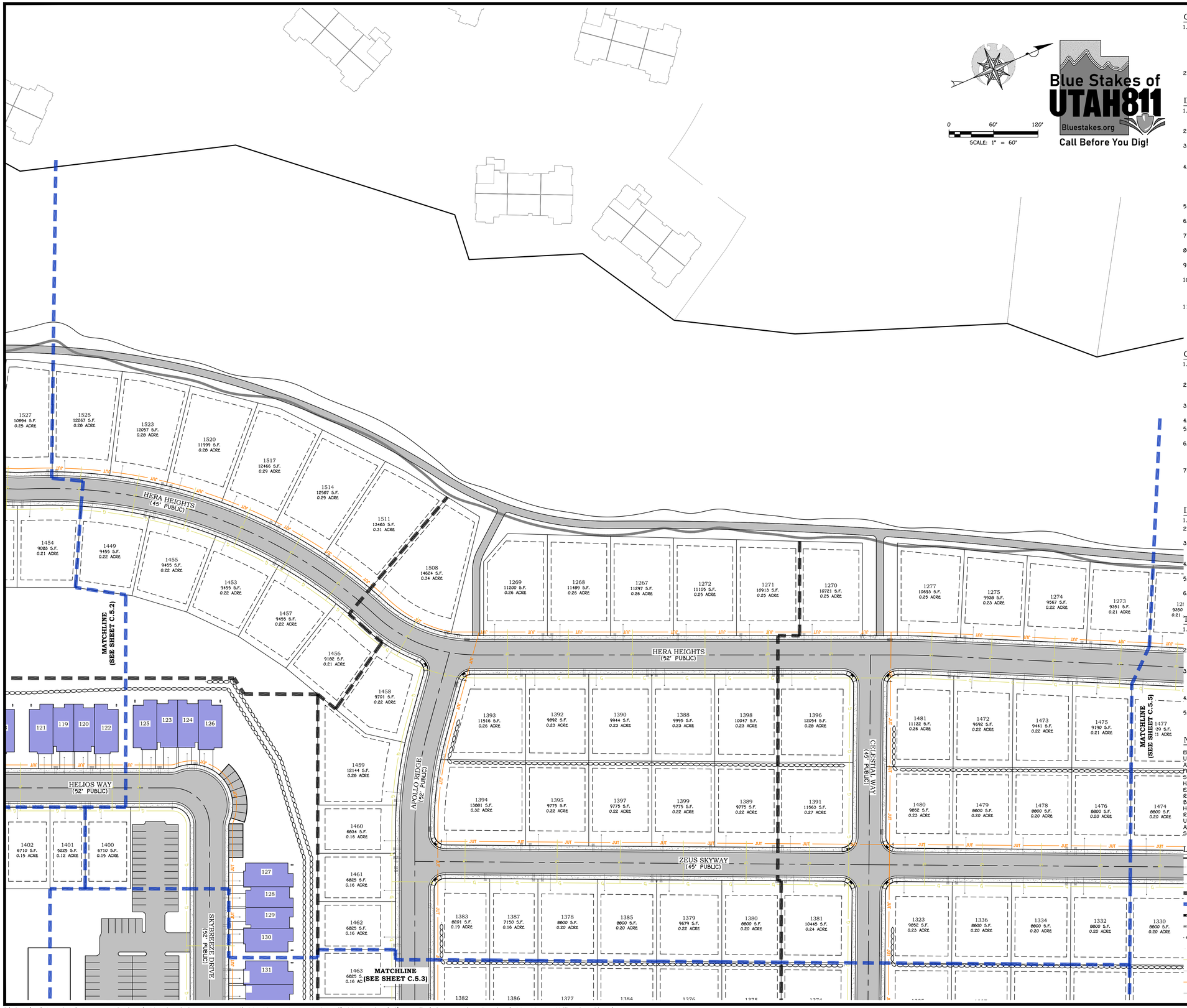
GAS-JUT III
CONSTRUCTION DRAWINGS

C.5.3

SHEET: 27 of 76

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Utility Dry Plan.dwg



0 60' 120'

SCALE: 1" = 60'

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1173 S. 250 W. #304 ST. GEORGE, UT 84770

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CIELO AT CORAL CANYON

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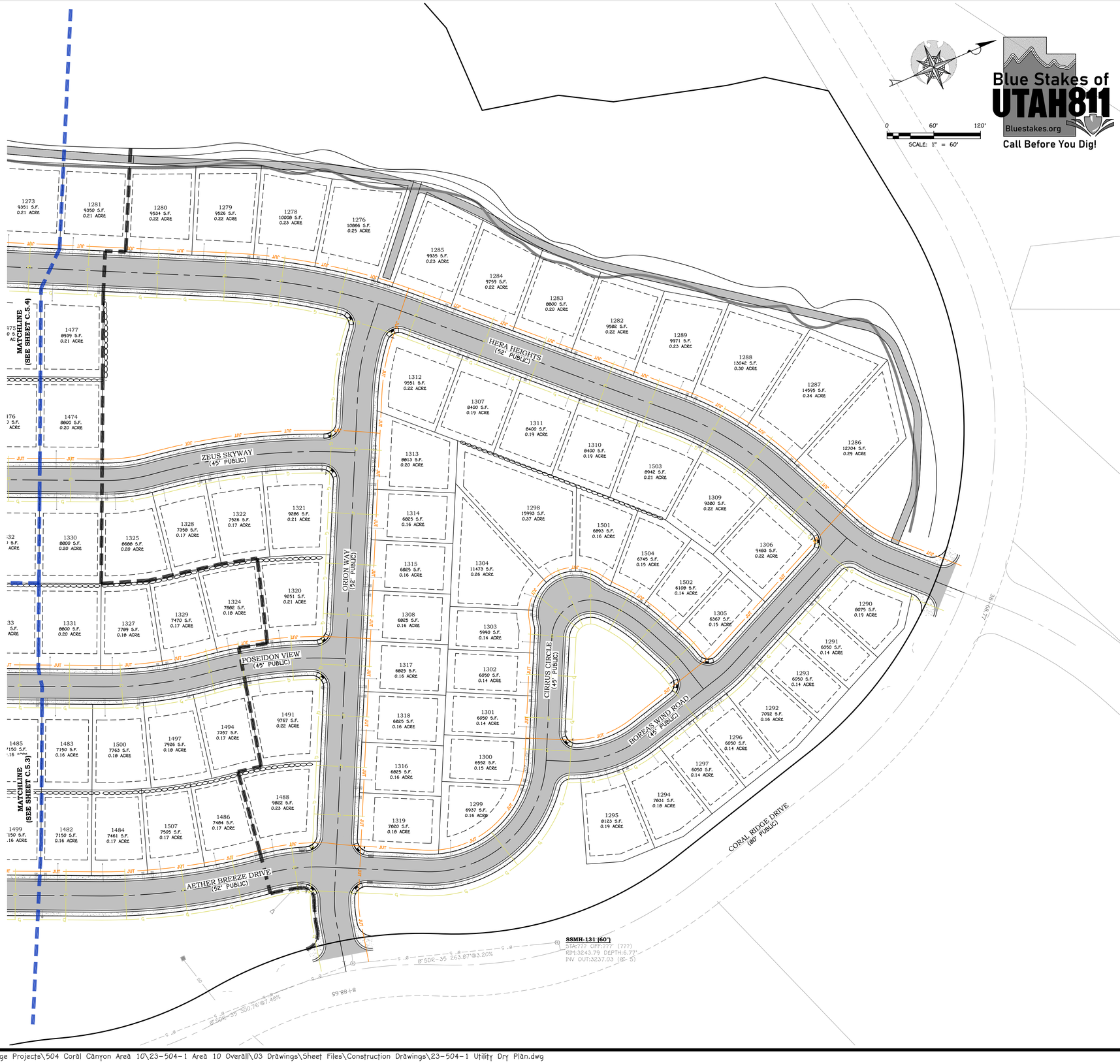
GAS-JUT IV

CONSTRUCTION DRAWINGS

C.5.4

SHEET: 28 of 76

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Utility Dry Plan.dwg



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DATE:	10/07/2024
JOB #:	23-504-1
DRAWN BY:	SKA
CHECKED BY:	ASA

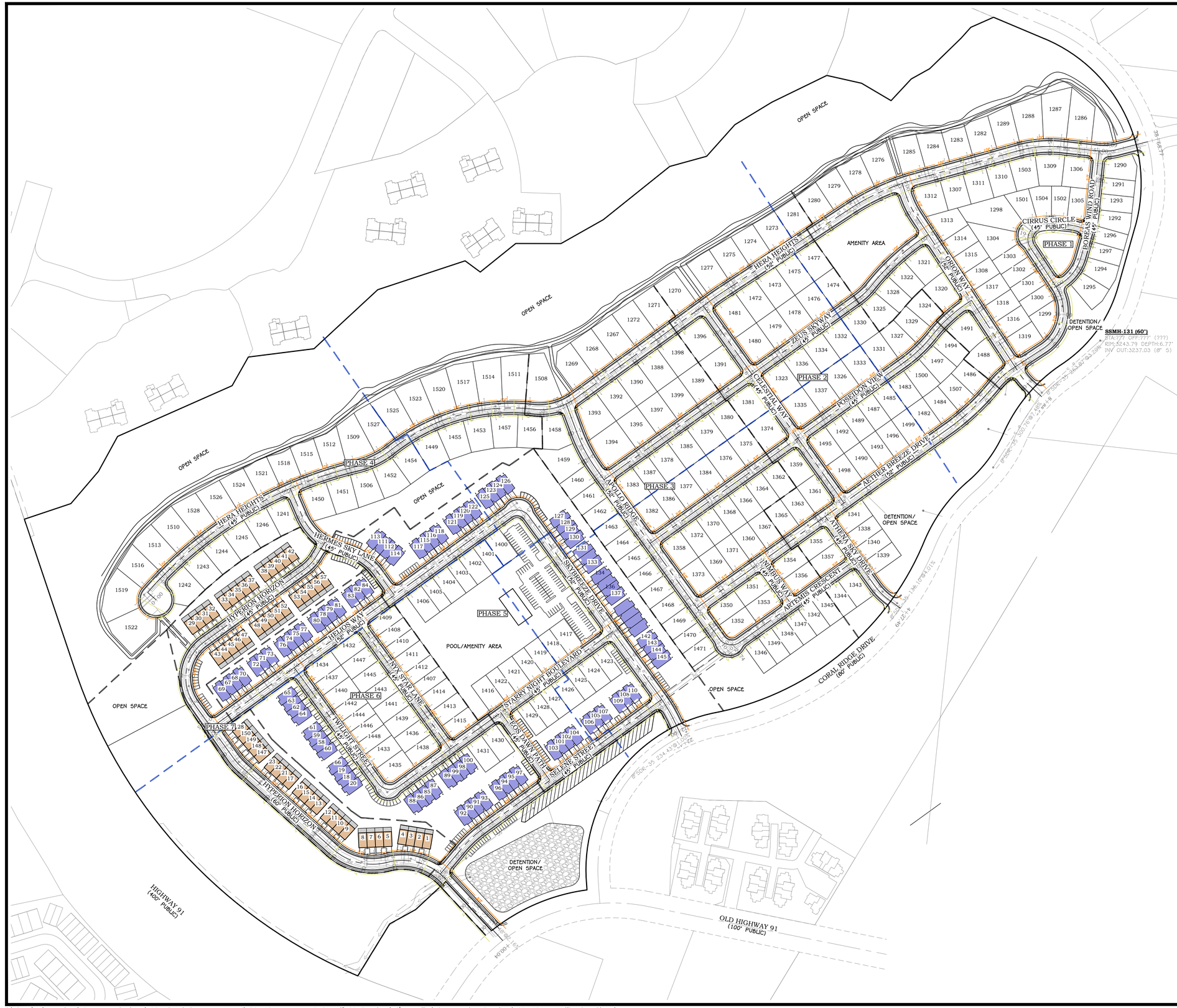
CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

GAS-JUT V
CONSTRUCTION DRAWINGS

C.5.5

SHEET: 29 of 31

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Utility Dry Plan.dwg



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- PAD MOUNT SWITCHGEAR
- ELECTRIC VAULT
- ELECTRIC TRANSFORMER
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REV.	DATE:	REVISION

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AMERICAN
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1173 S. 250 W. #504 ST. GEORGE, UT 84770

DATE:	10/07/2024
JOB #	28-504-1
DRAWN BY:	SKA
CHECKED BY:	ABC

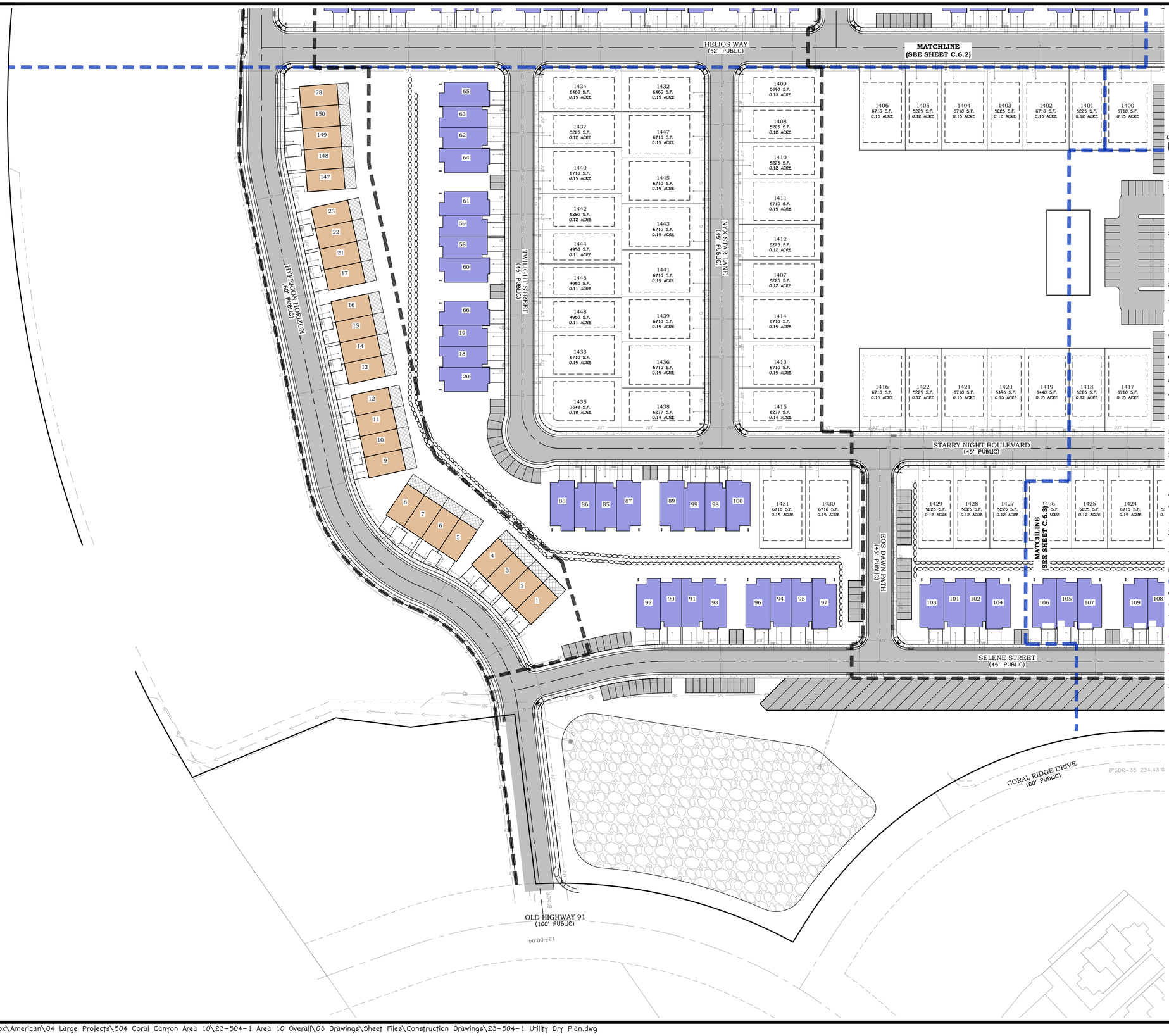
CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

OVERALL POWER PLAN
CONSTRUCTION DRAWINGS

C.6.0

SHEET: 30 of 76

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Utility Dry Plan.dwg



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1175 S. 250 W. #504 ST. GEORGE, UT 84770

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DRAWN BY:	SKA
CHECKED BY:	ARC

CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

POWER PLAN I

CONSTRUCTION DRAWINGS

C.6.1

SHEET: 31 of 76

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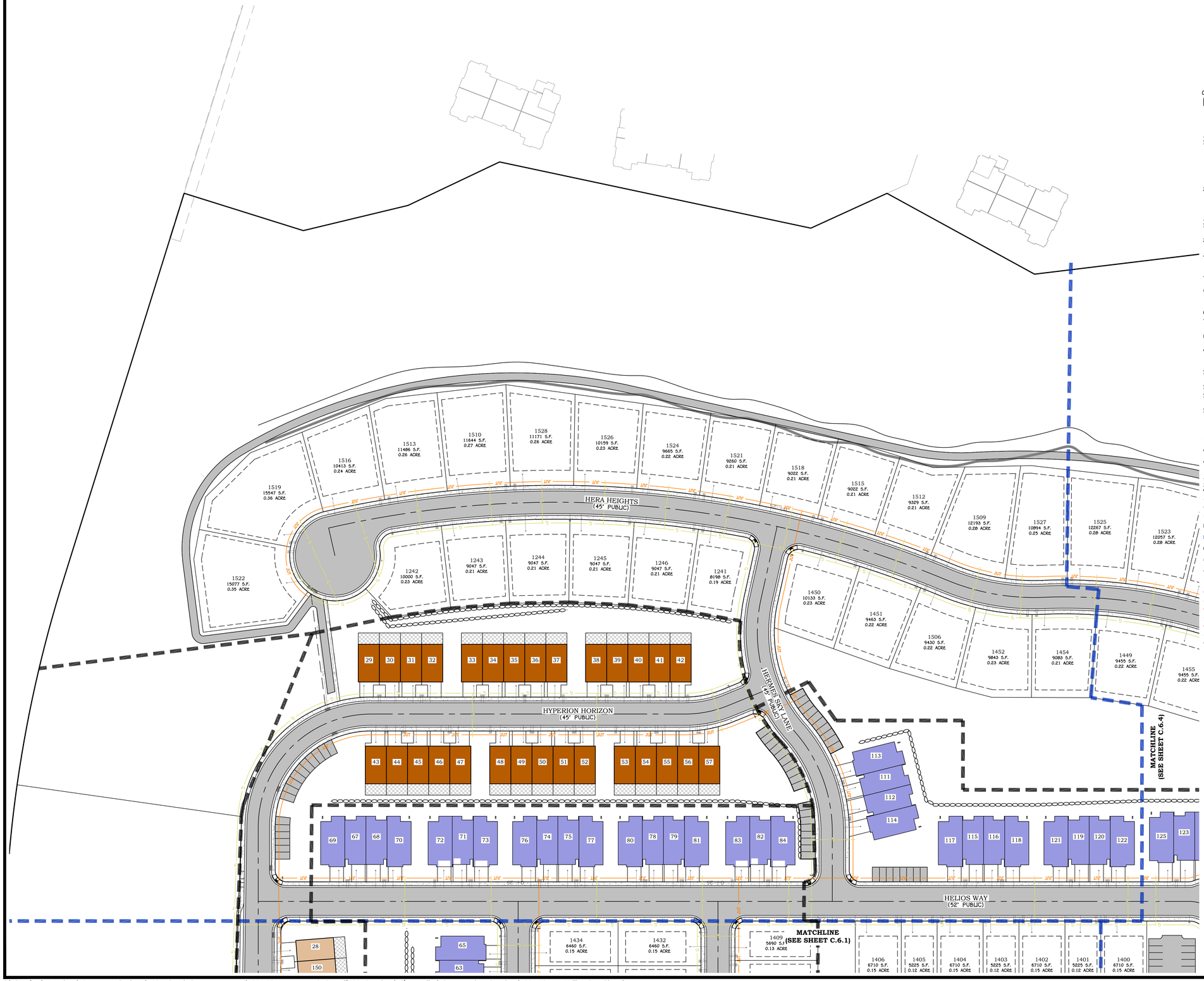

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SCALE: 1" = 60'

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1173 S. 250 W. #504 ST. GEORGE, UT 84770

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CHECKED BY:	ARC

CIELO AT CORAL CANYON

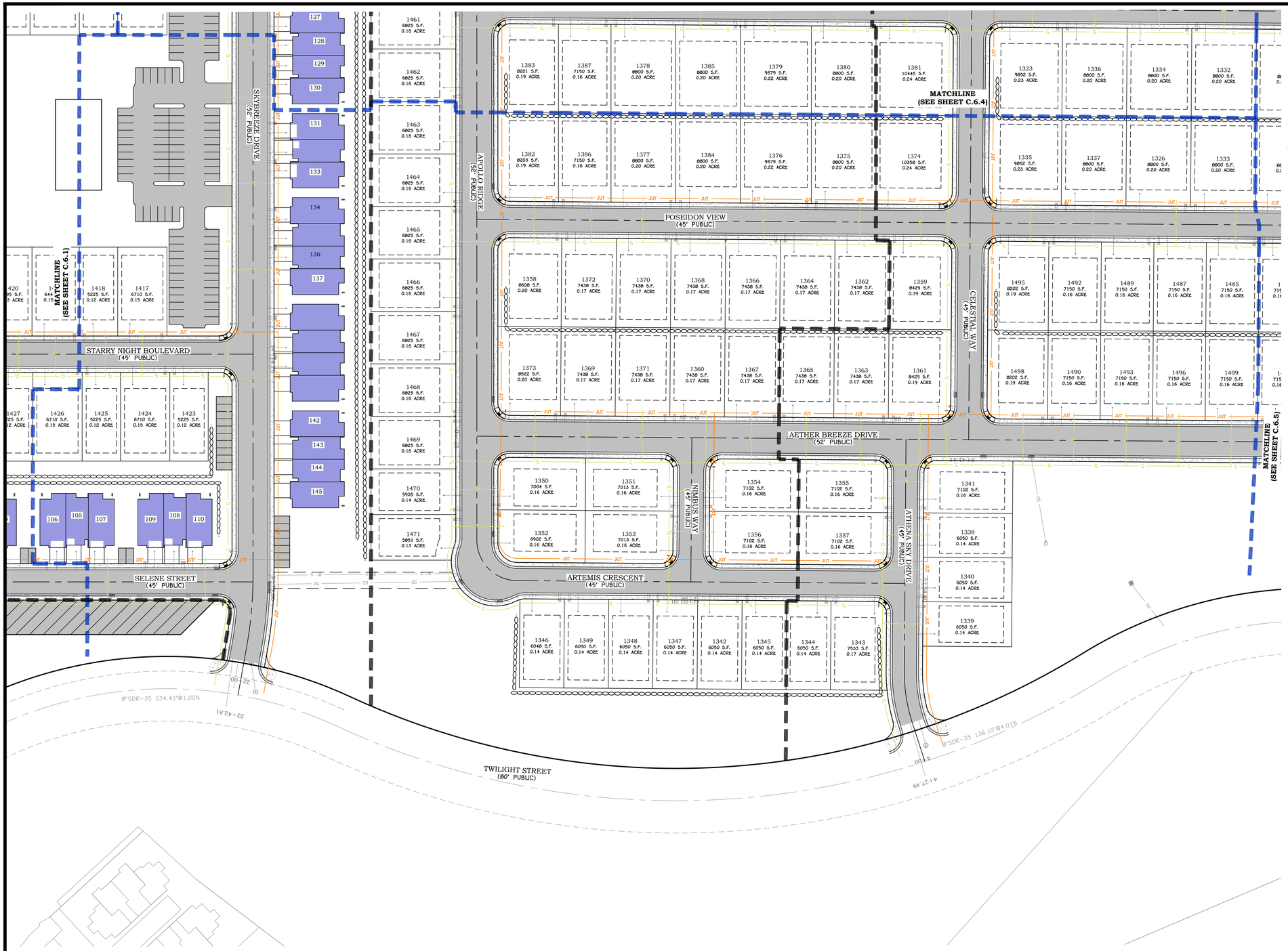
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

POWER PLAN II

CONSTRUCTION DRAWINGS

C.6.2

SHEET: 32 of 76



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1175 S. 250 W. #504 ST. GEORGE, UT 84770

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DRAWN BY:	SKA
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CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

POWER PLAN III
CONSTRUCTION DRAWINGS

C.6.3

SHEET: 33 of 76

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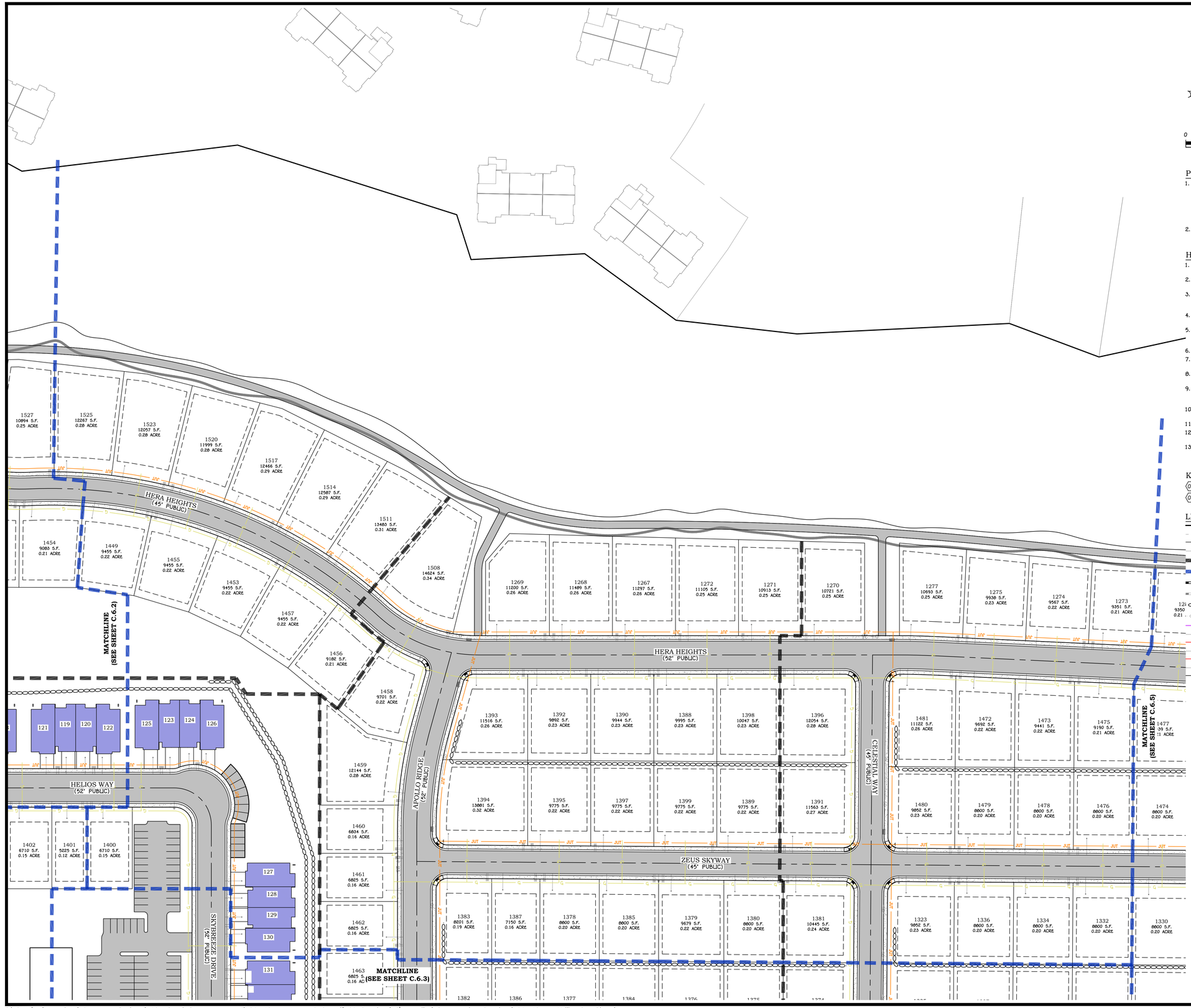

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CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

POWER PLAN IV
CONSTRUCTION DRAWINGS

C.6.4

SHEET: 34 of 76

0 60' 120'

SCALE: 1" = 60'

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- POWER SERVICE
- PAD MOUNT SWITCHGEAR
- ELECTRIC VAULT
- ELECTRIC TRANSFORMER
- STREET LIGHT

REV.	DATE:	REVISION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

DATE:	10/07/2024
JOB #:	23-504-1
DRAWN BY:	SKA
CHECKED BY:	ABC

CIELO AT CORAL CANYON

SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

POWER PLAN V

CONSTRUCTION DRAWINGS

C.6.5

SHEET: 35 of 76

C:\Dropbox\American\04 Large Projects\504 Coral Canyon Area 10\23-504-1 Area 10 Overall\03 Drawings\Sheet Files\Construction Drawings\23-504-1 Utility Dry Plan.dwg

APPLICATION FOR POWER SERVICES

HURRICANE CITY UTAH

Applicant Name Wasatch Commercial builders Phone Number 801-688-5400

Engineer or Engineering Firm Focus Engineering- Matt Christensen

Mailing Address (Required) 1820 w Printers Row, West Valley City, UT 84119

Service Address (Required) 900s 1760 w

Subdivision Name Black Ridge Phase 2 Lot # 45 Parcel # _____

Email Address (Required) Mchristensen@focus-es.com

SITE INFORMATION ☑ SINGLE RESIDENCE OR UNIT (1 METER) ☐ SUBDIVISION OR MULTI UNIT DEVELOPMENT
OF UNITS _____

TYPE OF SERVICE ☑ RESIDENTIAL ☐ COMMERCIAL ☐ INDUSTRIAL

VOLTAGE NEEDED

Single Phase	☐ 120/240	☑ 240/480
Three Phase	☐ 120/208	☐ 277/480

SERVICE/PANEL AMPS

☑ 200	☐ 400	☐ 600	☐ OTHER_____
# of units 45	# of units_____	# of units_____	# of units _____

SITE PLAN WITH DIMENSIONS FROM PROPERTY LINES TO METER BASE LOCATION **ATTACHED (REQUIRED)** ☑ YES

*Industrial and Commercial requests will require load calculations prepared by an electrical engineer and shall be attached to this application

*Power Construction Design will be based on information from this application. All designs will have a fee from the power department. These fees must be paid before power is given.

*Hurricane City Power Recommends 400Amp design for 1/3 acre lots sizes and above. Changes or upgrades to amp sizes from original submitted application will result in increased cost to developer for infrastructure upgrades as well as additional design fees.

(PLEASE SEE HURRICANE CITY POWER BEFORE PROCEEDING)

For Official Power Department Comments ONLY:

Hurricane City Power recommend for approval ☐

Hurricane City Power recommend for denial ☐ Date of Power Recommendation _____

I acknowledge that I have read and understand Hurricane City's new construction application and requirements

Developer or Engineer Authorized by Developer _____ Date 09/03/24

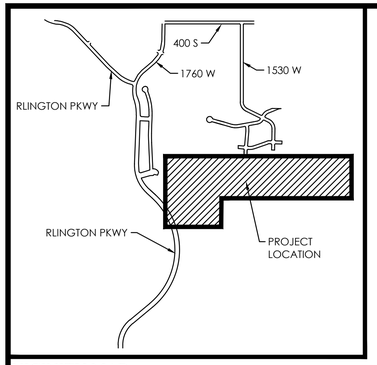
PRINTED Name _____

Hurricane City Power_____ Date_____

BLACK RIDGE PHASE 2

SUBDIVISION PLAT

LOCATED IN SECTION 4, T42 S, R13 W,
SALT LAKE BASE & MERIDIAN
HURRICANE, WASHINGTON COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS

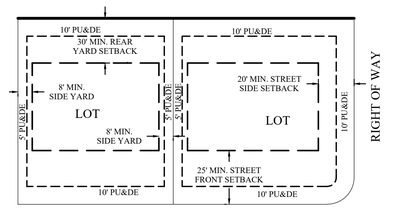
NOTES:

1) #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. NAIL OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2) A 10' PUBLIC UTILITY EASEMENT IS LOCATED ALONG ALL STREET FRONTAGES.
3) ALL PUBLIC STREETS AND UTILITY EASEMENTS SHALL HAVE AN EASEMENT GRANTED HEREON TO "ASH CREEK SPECIAL SERVICE DISTRICT" FOR THE CONSTRUCTION AND MAINTENANCE OF THE SEWER MAIN IMPROVEMENTS.
4) PARCEL A IS HEREBY DEDICATED TO HURRICANE CITY
5) HURRICANE CITY OPERATES A MUNICIPAL CULINARY WATER SYSTEM WITH LIMITED WATER SUPPLY. APPROVAL OF A PLAT BY HURRICANE CITY DOES NOT GUARANTEE THAT SUFFICIENT WATER WILL BE AVAILABLE TO SERVE LOTS DEPICTED ON ANY PLAT. ANY LAND USE APPLICANT MAY BE REQUIRED BY HURRICANE CITY TO PROVIDE A GUARANTEE OF WATER AVAILABILITY. IF THERE IS ANY APPROVAL WITHOUT A WATER GUARANTEE, THE APPLICANT ASSUMES THE ENTIRE RISK OF WATER AVAILABILITY FOR A PLATTED LOT.

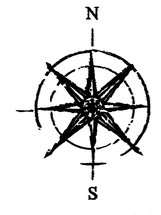
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100ft.



RIGHT OF WAY



NORTHEAST CORNER OF SECTION 4, T42S, R13W, SLB&M (BLM BRASS CAP FOUND)

(TIE 477.01)

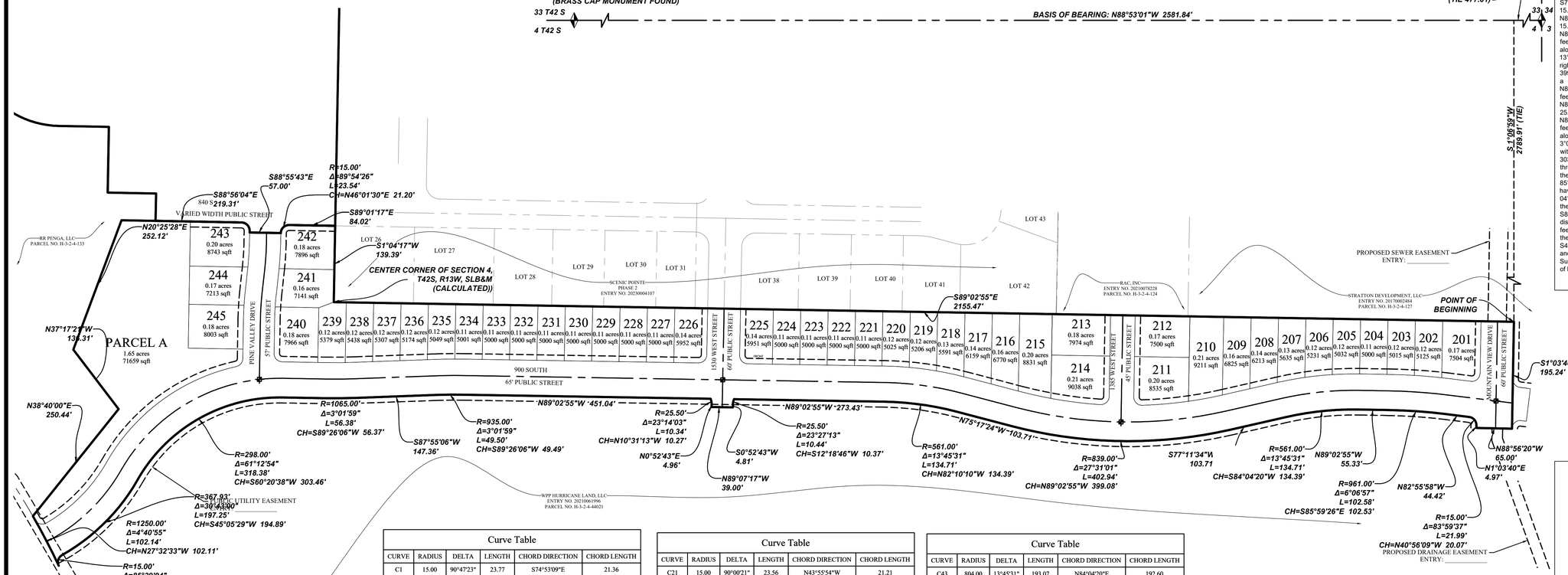
SOUTH 1/4 CORNER OF SECTION 33, T41S, R13W, SLB&M (BRASS CAP MONUMENT FOUND)

33 T42 S
4 T42 S

BASIS OF BEARING: N88°53'01"W 2581.84'

33 34
4 3

S 1°06'59" W 2789.91' (TIE)



Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	90°47'23"	23.77	S74°53'09"E	21.36
C2	303.00	29°58'59"	158.56	N44°43'40"E	156.76
C3	363.00	47°45'53"	302.61	S53°37'07"W	293.93
C4	15.00	76°32'58"	20.04	N39°13'34"E	18.58
C5	333.00	61°12'54"	355.78	S60°20'38"W	339.10
C6	333.00	32°48'31"	190.68	N46°08'26"E	188.09
C7	15.00	90°08'40"	23.60	S44°06'59"E	21.24
C8	557.00	5°15'54"	51.18	S03°35'02"W	51.17
C9	500.00	5°15'54"	45.95	S03°35'02"W	45.93
C10	526.00	5°15'54"	48.34	S03°35'02"W	48.32
C11	557.00	2°37'38"	25.54	N02°15'54"E	25.54
C12	557.00	2°37'57"	25.59	N04°54'01"E	25.59
C13	500.00	2°33'29"	22.32	N04°56'15"E	22.32
C14	500.00	2°42'25"	23.62	N02°18'18"E	23.62
C15	500.00	5°08'42"	44.90	N03°38'38"E	44.88
C16	469.00	5°08'42"	42.12	N03°38'38"E	42.10
C17	526.00	5°08'42"	47.23	N03°38'38"E	47.22
C18	526.00	0°10'59"	1.68	S06°07'30"W	1.68
C19	526.00	4°57'43"	45.55	N03°33'09"E	45.54
C20	15.00	89°54'26"	23.54	S46°01'30"W	21.20

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C21	15.00	90°00'21"	23.56	N43°55'54"W	21.21
C24	1000.00	3°01'59"	52.94	N89°26'06"E	52.93
C25	1030.00	3°01'59"	54.52	N89°26'06"E	54.52
C26	1000.00	3°01'59"	52.94	S89°26'06"W	52.93
C27	970.00	3°01'59"	51.35	S89°26'06"W	51.34
C28	15.00	89°51'17"	23.52	N46°01'27"E	21.19
C29	15.00	90°08'43"	23.60	S43°58'33"E	21.24
C30	626.00	4°36'19"	50.32	S82°36'14"E	50.30
C31	626.00	4°39'44"	50.94	S77°58'12"E	50.92
C32	626.00	0°20'56"	3.81	S75°27'52"E	3.81
C33	596.00	13°45'31"	143.12	N82°10'10"W	142.77
C34	626.00	13°45'31"	150.32	N82°10'10"W	149.96
C35	774.00	10°55'36"	147.61	S80°45'12"E	147.38
C36	774.00	4°10'41"	56.44	S77°22'45"E	56.43
C37	774.00	6°44'55"	91.16	S82°50'32"E	91.11
C38	804.00	13°45'31"	193.07	S82°10'10"E	192.60
C39	15.00	92°49'55"	24.30	N47°22'03"E	21.73
C40	15.00	92°49'55"	24.30	S45°27'52"E	21.73
C41	774.00	10°55'36"	147.61	N82°39'22"E	147.38
C42	804.00	27°31'01"	386.13	S89°02'55"E	382.43

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C43	804.00	13°45'31"	193.07	N84°04'20"E	192.60
C44	774.00	6°16'28"	84.76	N84°58'56"E	84.72
C45	774.00	4°39'08"	62.84	N79°31'08"E	62.83
C46	596.00	13°45'31"	143.12	S84°04'20"W	142.77
C47	626.00	13°45'31"	150.32	S84°04'20"W	149.96
C48	626.00	4°36'26"	50.34	N79°29'48"E	50.32
C49	626.00	4°36'41"	50.38	N84°06'21"E	50.37
C50	626.00	4°32'23"	49.60	N88°40'54"E	49.59
C51	1026.00	6°06'57"	109.52	N85°59'26"W	109.47
C52	1026.00	2°31'15"	45.14	S87°47'17"E	45.14
C53	1026.00	2°47'55"	50.12	S85°07'42"E	50.11
C54	996.00	6°06'57"	106.32	N85°59'26"W	106.27
C55	15.00	96°00'23"	25.13	N49°03'51"E	22.30
C57	363.00	0°08'25"	0.89	S89°07'07"E	0.89
C58	1250.00	2°25'42"	52.98	N28°40'10"W	52.97
C59	1250.00	2°15'13"	49.17	N26°19'42"W	49.16

Line Table		
LINE	DIRECTION	LENGTH

SURVEYOR'S CERTIFICATE

I, JUSTIN LUNDBERG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENCE NUMBER 12554439. ACCORDANCE WITH TITLE 58, CHAPTER 22 PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, AND HAVE VERIFIED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

BLACK RIDGE PHASE 2
SUBDIVISION PLAT

AND THAT SAID TRACT OF LAND HAS BEN SUBDIVIDED INTO LOTS, STREETS, TOGETHER WITH EASEMENTS AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED IN THE BOUNDARY DESCRIPTION.

FOR REVIEW

JUSTIN LUNDBERG
PROFESSIONAL LAND SURVEYOR
LICENCE NO: 12554439

Date

BOUNDARY DESCRIPTION

A part of the Southeast 1/4 Section 4, Township 42 South, Range 13 West, Salt Lake Base and Meridian, located in Hurricane City, Washington County, Utah, being more particularly described as follows;

Beginning at a point N88°53'01"W 477.01 feet along the Section line and S1°06'59"W 2789.91 feet from the Northeast Corner of Section 4, Township 42 South, Range 13 West, Salt Lake Base and Meridian; thence S01°03'40"W 104.74 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 21.99 feet through a central angle of 83°59'37" Chord; S40°56'09"E 20.07 feet; thence S82°55'58"E 18.88 feet; thence S7°04'02"W 60.00 feet; thence N82°55'58"W 9.41 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 25.13 feet through a central angle of 96°00'23" Chord; S49°03'51"W 22.30 feet; thence N88°56'20"W 65.00 feet; thence N01°03'40"E 4.97 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 21.99 feet through a central angle of 83°59'37" Chord; N40°56'09"W 20.07 feet; thence N82°55'58"W 44.42 feet; thence along the arc of a curve to the left with a radius of 961.00 feet a distance of 102.58 feet through a central angle of 06°06'57" Chord; N85°59'26"W 102.53 feet; thence N89°02'55"W 55.33 feet; thence along the arc of a curve to the left with a radius of 561.00 feet a distance of 134.71 feet through a central angle of 13°45'31" Chord; S84°04'20"W 134.39 feet; thence S77°11'34"W 103.71 feet; thence along the arc of a curve to the right with a radius of 839.00 feet a distance of 402.94 feet through a central angle of 27°31'01" Chord; N89°02'55"W 399.08 feet; thence N75°17'24"W 103.71 feet; thence along the arc of a curve to the left with a radius of 561.00 feet a distance of 134.71 feet through a central angle of 13°45'31" Chord; N82°10'10"W 134.39 feet; thence N89°02'55"W 273.43 feet; thence along the arc of a curve to the left with a radius of 25.50 feet a distance of 10.44 feet through a central angle of 23°27'13" Chord; S12°18'46"W 10.37 feet; thence S0°52'43"W 4.81 feet; thence N89°07'17"W 39.00 feet; thence N0°52'43"E 4.96 feet; thence along the arc of a curve to the left with a radius of 25.50 feet a distance of 10.34 feet through a central angle of 23°14'03" Chord; N10°31'13"W 10.27 feet; thence N89°02'55"W 451.04 feet; thence along the arc of a curve to the left with a radius of 935.00 feet a distance of 49.50 feet through a central angle of 3°01'59" Chord; S89°26'06"W 49.49 feet; thence S87°55'06"W 147.36 feet; thence along the arc of a curve to the right with a radius of 1065.00 feet a distance of 56.38 feet through a central angle of 3°01'59" Chord; S89°26'06"W 56.37 feet; thence N89°02'55"W 78.33 feet; thence along the arc of a curve to the left with a radius of 298.00 feet a distance of 318.38 feet through a central angle of 61°12'54" Chord; S60°20'38"W 303.46 feet; thence along the arc of a curve to the right having a radius of 368.00 feet a distance of 197.25 feet through a central angle of 30°42'37" Chord; S45°05'30"W 194.89 feet; to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 15.00 feet a distance of 22.42 feet through a central angle of 85°39'22" Chord; S17°37'07"W 20.39 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 1,250.00 feet (radius bears: S64°47'54"W) a distance of 102.14 feet through a central angle of 04°40'55" Chord: N27°32'33"W 102.11 feet; thence N38°40'00"E 250.43 feet; thence N37°17'21"W 136.31 feet; thence N20°25'28"E 252.12 feet; thence S88°56'04"E 62.18 feet; thence N01°03'56"E 50.00 feet; thence S88°56'04"E 157.14 feet; thence Northeasterly along the arc of a curve to the left having a radius of 15.00 feet a distance of 23.56 feet through a central angle of 89°59'39" Chord; N46°04'06"E 21.21 feet; thence N1°04'17"E 5.00 feet; thence S88°55'43"E 57.00 feet; thence S1°04'17"W 6.06 feet; thence Southeasterly along the arc of a curve to the left having a radius of 15.00 feet a distance of 23.59 feet through a central angle of 90°05'34" Chord; S43°58'30"E 21.23 feet; thence S89°01'17"E 83.98 feet to the Westerly edge of SCENIC POINTE PHASE 2, on file and recorded in the office of Washington County Recorder as Entry No. 20230004107; thence along said Subdivision the following two (2) courses: (1) S01°04'17"W 191.39 feet; (2) S89°02'55"E 2,155.47 feet; to the point of beginning.

Area Containing +/-13.5 acres

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, PARCEL A, AND EASEMENTS TO HEREAFTER BE KNOWN AS

BLACK RIDGE PHASE 2
SUBDIVISION PLAT

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO HURRICANE CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS AND LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS, ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY CONVEY TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, OF THE _____. RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS _____ DAY OF _____, 20____. AT BOOK _____, PAGE_____. SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ 20____.

WPP HURRICANE LAND, LLC

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20 ____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN SAID STATE OF UTAH, _____ THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

MY COMMISSION EXPIRES:_____

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No._____

_____
PRINTED FULL NAME OF NOTARY

BLACK RIDGE PHASE 2
SUBDIVISION PLAT
LOCATED IN SECTION 4, T42 S, R13 W,
SALT LAKE BASE & MERIDIAN
HURRICANE, WASHINGTON COUNTY, UTAH

RECORDED #_____
STATE OF UTAH, COUNTY OF WASHINGTON, RECORDED AND FILED AT THE REQUEST OF:

_____
WASHINGTON COUNTY RECORDER

CITY ENGINEER APPROVAL

I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS _____DAY OF _____

_____
CITY ENGINEER
HURRICANE CITY, UTAH

CITY ATTORNEY APPROVAL

APPROVED AS TO FORM, THIS THE _____DAY OF _____

_____
CITY ATTORNEY
HURRICANE CITY, UTAH

ASH CREEK SPECIAL SERVICE DIST.

THE HEREON SUBDIVISION PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THE OFFICE THIS _____ DAY OF _____

_____
SUPERINTENDENT
ASH CREEK SPECIAL SERVICE DISTRICT

TREASURER APPROVAL

I WASHINGTON COUNTY TREASURE, CERTIFY ON THIS _____ DAY OF _____
THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWNING ON THIS ROADWAY DEDICATION PLAT HAVE BEEN PAID IN FULL.

_____
WASHINGTON COUNTY TREASURER

APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH

WE, THE CITY COUNCIL OF HURRICANE CITY, UTAH, HAVE REVIEWED THE ABOVE ROADWAY DEDICATION PLAT AND HEREBY ACCEPT SAID ROADWAY DEDICATION PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO THIS _____ DAY OF _____

ATTEST: CITY RECORDER
HURRICANE CITY, UTAH

_____
MAYOR
HURRICANE CITY, UTAH

SHEET 1 OF 2

PREPARED BY

FOCUS©
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

Z:_2023\23-0124 Black Ridge Phase 2 Final Job\design 23-0124\dwg\sheets\C2 - FINAL PLAT.dwg

BLACK RIDGE PHASE 2

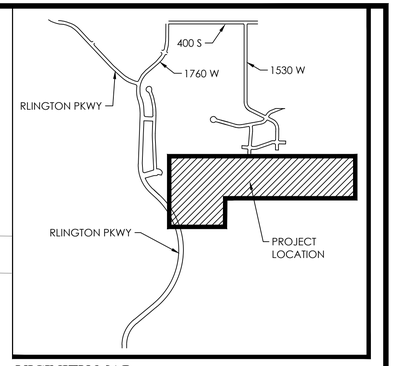
SUBDIVISION PLAT

LOCATED IN SECTION 4, T42 S, R13 W,
SALT LAKE BASE & MERIDIAN
HURRICANE, WASHINGTON COUNTY, UTAH

GRAPHIC SCALE

50 0 25 50 100 300

(IN FEET)
1 inch = 50 ft.



VICINITY MAP
N.T.S

MOUNTAIN VIEW DRIVE
VARIED WIDTH PUBLIC STREET

S88°56'04"E 157.13'
93.49'
S88°56'04"E 178.31'
S88°55'43"E 57.00'
R=15.00'
Δ=89°54'26"
L=23.54'
CH=N46°01'30"E 21.20'
S89°01'17"E 84.02'
N20°25'28"E 252.12'
S1°04'17"W 139.39'

RR PENGA, LLC
PARCEL NO. H-3-2-4-133

SCENIC POINTE PHASE 2
ENTRY NO. 20230004107

N
S
N37°17'21"W 136.31'

PARCEL A
1.65 acres
71659 sqft

PINE VALLEY DRIVE
57' PUBLIC STREET

| | | |

2024 Southwest Utah Post-Peak Report

Study Team

Director
Jake Barker

Principal Author
Nathan Wilson

Contributors
Brian Jeppson
Jake Maxfield
Mike Velarde

October 2024

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1.0 Executive Summary

The annual Southwest Utah Post-Peak Report was initiated in 2008 following several consecutive years from 2001 to 2007 of substantial electrical load growth in the region (see Figure 2). This 2024 Southwest Utah Post-Peak Report is a continuation of previous reports and is intended to review, understand, and assess the impacts of load growth, temperature and other factors affecting the capacity of the transmission and distribution system in Washington County. This report summarizes system utilization levels during the heaviest load period of the year from June 1st through August 31st, and provides information used to plan and develop the electrical system capacity necessary to meet anticipated future demand.

	2024	**2023**	**2022**
Peak (MW)	640.5	604.7	590.0
Day	Thursday July 11	Friday July 21	Thursday July 21
Time of day	Between 5:00 and 6:00 pm	Between 5:00 and 6:00 pm	Between 4:00 and 5:00 pm
Single Year Growth	5.9%	2.5%	-0.2%

Table 1. Washington County area peak

The Washington County area peak consists of loads typically fed from the Red Butte and Central 345 kilovolt substations and is a gross total accounting for local generation that was on-line and any loads transferred temporarily during the summer months.

The 2024 Washington County Load and Resource forecast load is estimated to be 56% Utah Associated Municipal Power Systems load, 32% Deseret Power load, and 12% Rocky Mountain Power load (See Figure 11).

There were no transmission capacity planning or operational issues during the 2024 summer loading season.

2.0 Background Area Information

The Southwest Utah area, comprised mostly of Washington and Iron Counties, is a unique region that has become a destination retirement location that includes urban and industrial developments in and around St. George City and Cedar City, a vast area of mostly rural or agricultural communities, Zion National Park, Dixie National Forest, protected desert tortoise habitat regions and Native American reservations. This report focuses on Washington County.

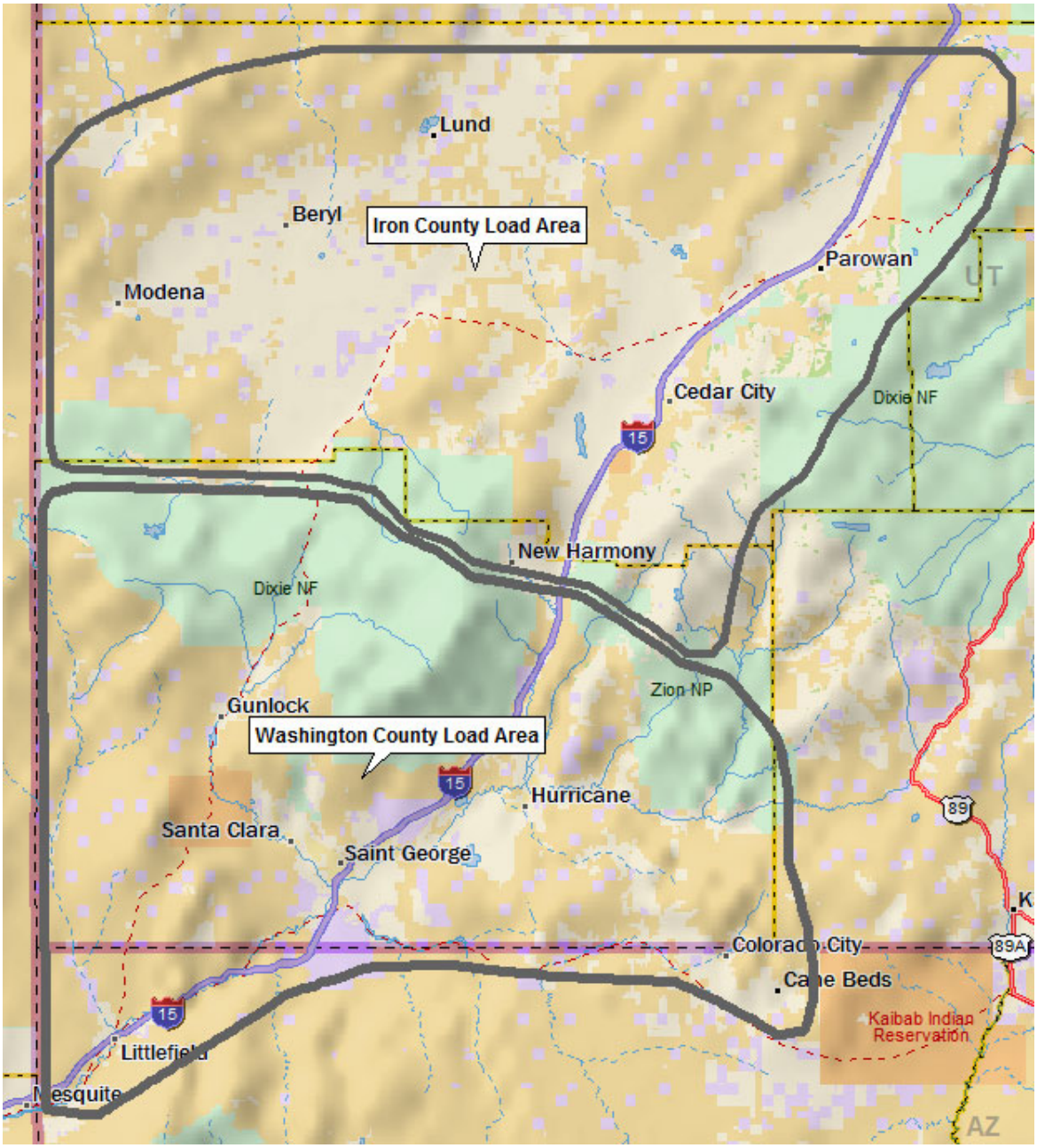


Figure 1. Area Geographic Map

Within this portion of the state of Utah there are several electric utility companies or municipalities serving the electrical needs of the population. These include:

Rocky Mountain Power

Deseret Power
- **Dixie Power** (Deseret Power Member)
- **Garkane Energy** (Deseret Power Member)

Utah Associated Municipal Power Systems (UAMPS)
- **St. George City** (UAMPS member)
- **Hurricane City** (UAMPS member)
- **Washington City** (UAMPS member)
- **Santa Clara City** (UAMPS member)

The load within the Washington County area is primarily served from the adjacent Red Butte (Rocky Mountain Power) and Central (UAMPS) 345-138 kilovolt substations located approximately 20 miles north of St. George City. These two substations are connected to three 345 kV lines, one from Hickory which then connects to Sigurd substation near Richfield, Utah, one from Harry Allen substation just north of Las Vegas, Nevada and another from Three Peaks substation near Cedar City, Utah.

Generation sources in the area include a variety of sizes and types. See Table 3.

The following is a list of the larger generation units in Washington County:

	Type	Source	Total Capacity (MW)	Units
Cove Mountain 1	Solar	Photovoltaic	58	1
Cove Mountain 2	Solar	Photovoltaic	122	1
Enterprise Solar	Solar	Photovoltaic	80	1
Mill Creek	Combustion turbine	Natural gas	80	2
Red Rock	Reciprocating engine	Diesel	12	2
Bloomington	Reciprocating engine	Diesel	9	6
Hurricane	Reciprocating engine	Diesel	4.5	3
Hurricane	Reciprocating engine	Natural gas	10	5
Santa Clara	Reciprocating engine	Natural gas	9	4
Veyo Compressor	Organic vapor turbine	Heat recovery	7.8	1
Washington City	Reciprocating engine	Natural gas	6	3
Phil Solomon	Reciprocating engine	Natural gas	15	5

Table 3. Washington County Generation

The consistent heat and near extreme temperatures produced a new system peak of 641 MW, 5.9% higher than the all-time peak of 605 set in 2023. High interest rates and heavy inflation have not slowed growth in Washington County.

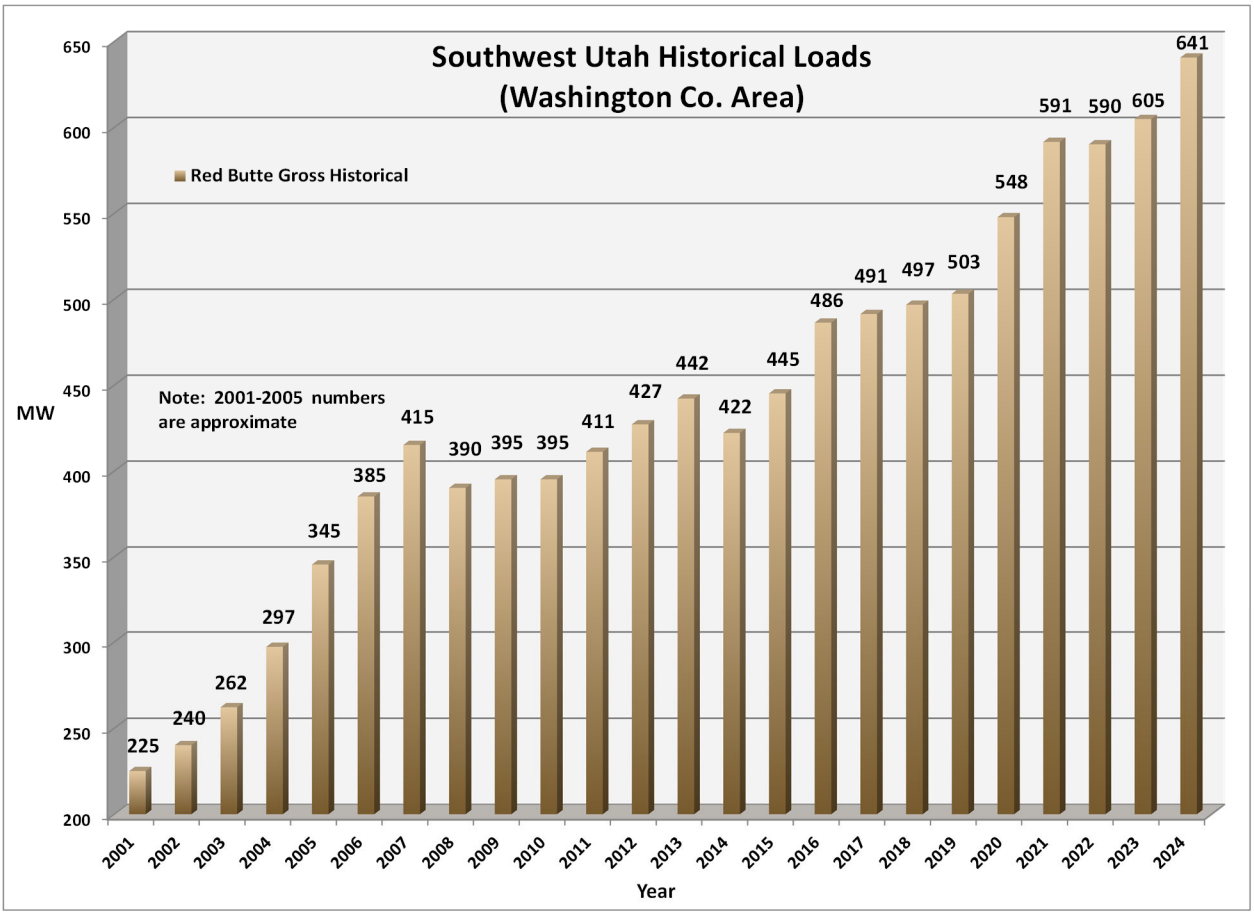


Figure 2. Washington County Historic Loading

3.0 Historical Transmission Improvements and 2024 System Capability

Table 5 provides a summary list of recent transmission capacity improvement projects that were completed from 2015 to 2024.

Year	Completed Projects
2024	2024 New Red Butte RAS (Logic) Addition
2024	St. George-Purgatory Flat line reconductor with advanced conductor (ACCC)
2022	Red Butte/Central Transformer RAS
2018	Purgatory Flat 138-69 kV transmission substation
2018	Installation of 4th 138 kV line from Red Butte substation to St. George substation
2015	Sigurd-Red Butte #2 345 kV line with series capacitor energized

Table 5. Recently Completed Southwest Utah Projects

Additional details about each of the recent projects from Table 5 are included below.

3.1 2024 New Red Butte RAS (Logic) Addition

Currently there are four 138 kV lines feeding into the St. George 138kV substation from Red Butte and Central 138 kV substations. Two lines owned by UAMPS from Red Butte share the same structure with 1 x 1272 ACSR. The ratings for the two lines owned by UAMPS are 201/245/245 MVA (normal/ 4-hour/ 30-minute). The other two lines owned by PacifiCorp that come from Central share a common structure with 2 x 1272 ACSR but are constrained by 1 x 1272 ACSR jumpers. The ratings for the PacifiCorp owned lines are 265/294/333 MVA (normal/ 4-hour/ 30-minute). N-1-1 (NERC TPL-001-5 contingency category P6) or N-2 (NERC TPL-001-5 contingency category P7) of those four lines potentially causes overload issues on the remaining lines based on the TPL-001-5 study. Therefore, a new RAS logic was installed September 10, 2024 in addition to the existing Red Butte transformer RAS (existing RAS was placed in service May 2022).

3.2 2024 St. George-Purgatory Flat 138 kV transmission line reconductor

During the 2023 summer, the St. George – Purgatory Flat 138 kV line loaded to 95% of its 203 MVA rating based on the thermal limit of 2.57 miles of 795 ACSR conductor. This is a radial line and the loading occurred with the transmission system in its normal configuration. On the February 14, 2024, the 2.57 mile segment of 795 ACSR was reconductored to 1020 ACCC increasing the line rating to 272 MVA based on the thermal limit of segments built with 1272 ACSR. The 1020 ACCC is an advanced conductor also known as a High Temperature Low Sag (HTLS) conductor allowing the conductor to be operated at higher temperatures with low sag increasing the capability of the transmission line.

3.3 2022 Red Butte Remedial Action Scheme

The loss of any 345-138 kV transformer at Red Butte or Central substations leaves two available transformers. Existing reliability procedures test the system for issues resulting from the next possible outage. Since the next transformer outage would leave the entire system fed from a single transformer causing an overload during heavy loading, a pre-emptive load shed may be required after the loss of a single transformer even though two transformers are still available. To avoid this potential pre-emptive load shed, a remedial action scheme (RAS) was placed in service on 06/03/2022 that would only shed load if two transformers are out under heavy loading conditions. The RAS is named "Red Butte/Central Transformer RAS". The RAS is armed when either one of the three transformers (Red Butte 345/138 kV Transformer # 1, Central 345/138 kV Transformer # 1, and Central 345/138 kV Transformer #2) is out-of-service and the combined flow on the remaining transformer/s exceeds 275 MVA. Once the RAS is armed, the RAS will initiate load shed when any of the remaining transformer's emergency rating is exceeded for more than 5 seconds. To alleviate the overload on the transformer/s, the RAS sends trip signals to the following lines in order as listed below at an interval of 2 seconds until the overload on the transformer/s is mitigated:

(1) St. George – Purgatory 138 kV line
(2) St. George – Middleton 138 kV line
(3) St. George – Church Farm 138 kV line
(4) St. George – River 138 kV line

3.4 **2018** The 138-69 kV Purgatory Flat substation was placed in service. This substation supplies one 138 kV line and five 69 kV lines in the west side of Hurricane, Utah.

3.5 **2018** The 4th 138 kV line from Red Butte substation to St. George substation was energized spring 2018. This addition provides additional transmission capacity for the loss of a 138 kV structure between Red Butte and St. George.

3.6 **2015** The Sigurd-Red Butte #2 345 kV line was energized spring 2015. This increases the capacity of the transmission path feeding Washington County. A series capacitor was installed on this line at Red Butte substation.

The transformer limit at Red Butte for the single worst outage is based on the loss of the 448 MVA 345-138 kV transformer at Red Butte. The loss of this transformer requires the two 285 MVA 345-138 kV transformers at Central to carry the load. The load serving limit from Red Butte is 570 MVA plus any generation supplied on the 138 kV system.

4.0 2024 Peak System Utilization

4.1 Washington County Area

The gross peak load for the Washington County area (loads typically served from the Red Butte substation) was **640.5 MW** on **Thursday, July 11st between 5:00-6:00 pm**. The peak on the following day was 623 MW. The peak on the previous day was 640.5 MW. The peak value consists of loads typically fed from the Red Butte 345 kilovolt substation and is a gross total which accounts for local generation that was on-line and any load that was temporarily transferred. There were no transferred loads during the peak day. The total load established a new all-time peak replacing the 604.7 MW peak that occurred July 2023.

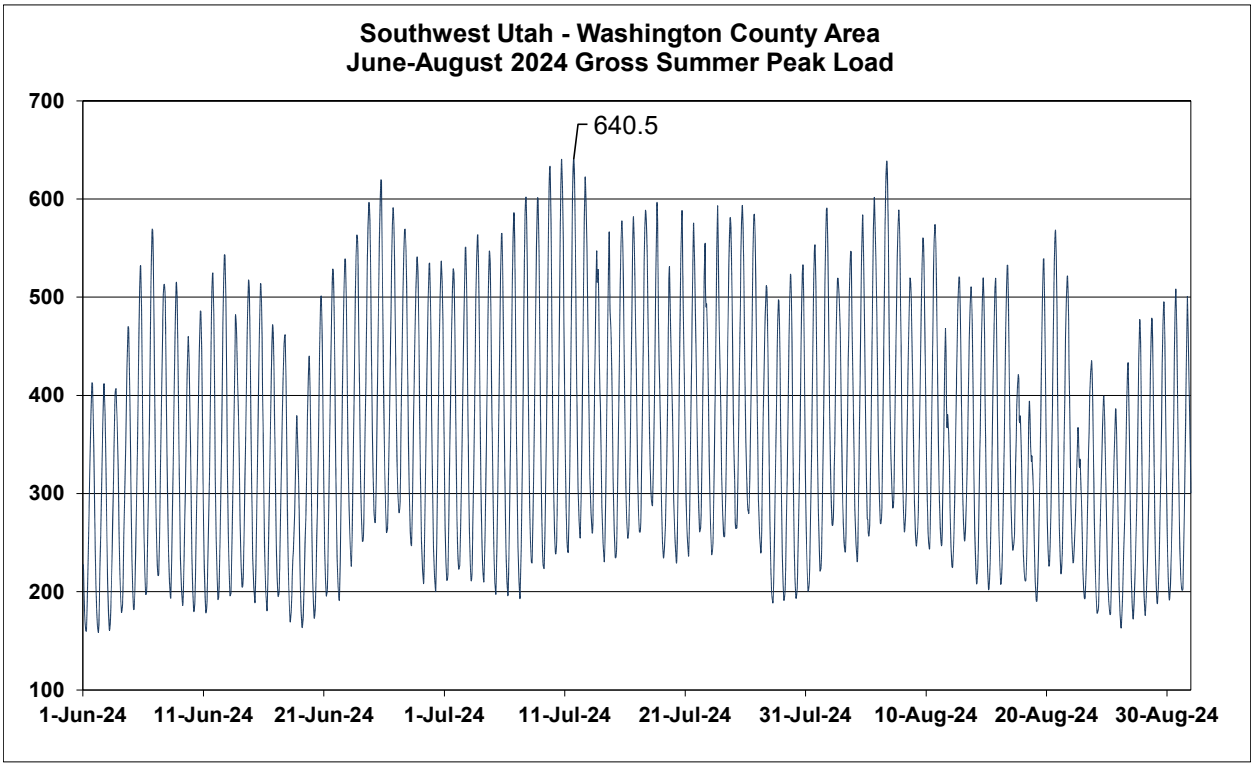


Figure 3 – June through August Washington County Area Load

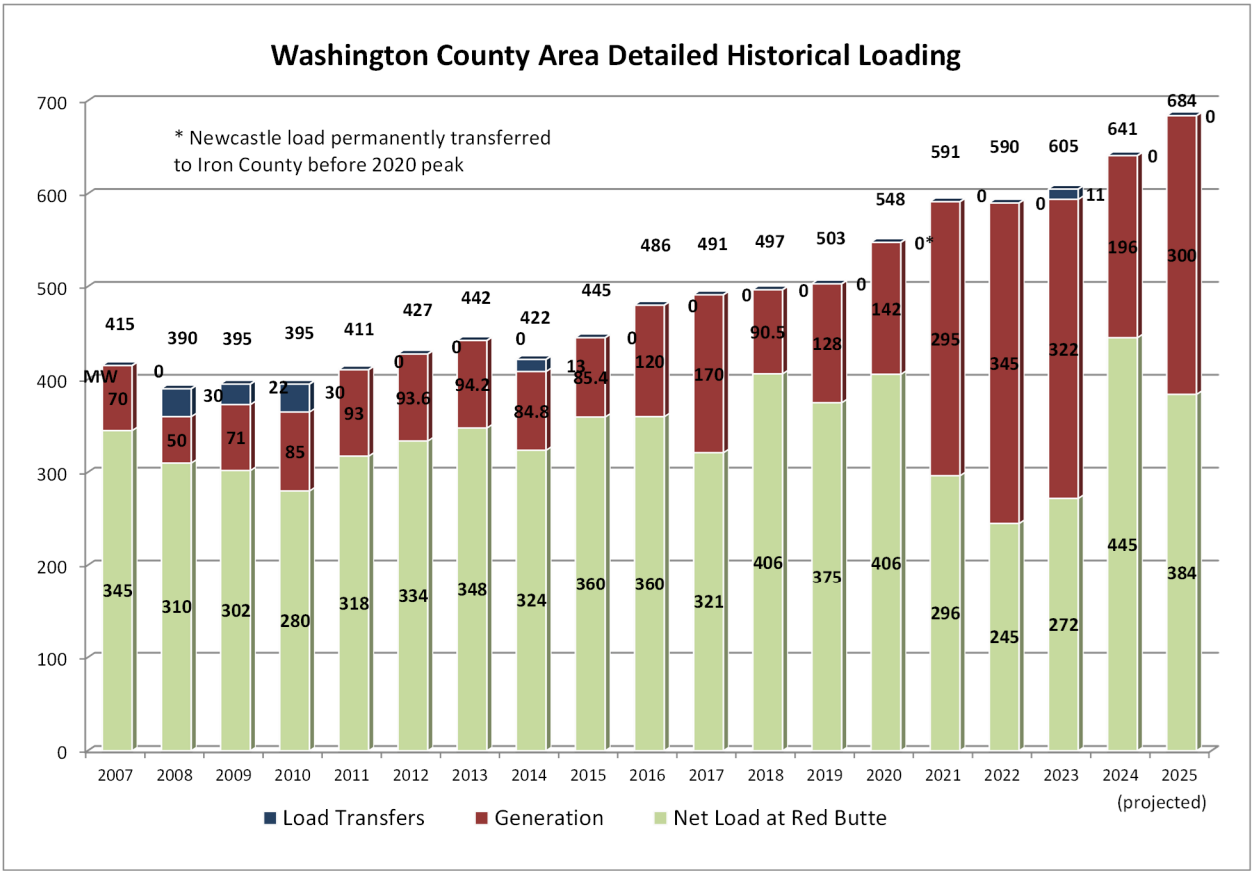


Figure 4 – Washington County Recent Detailed Load History

Projections based on the 2023 peak expected 663 MW (non-coincidized) for 2024 (see Table 6). As shown in Figure 4, the Washington County area peak load was lower than that expectation. Of the 641 MW of load, 107 MW were served by local generation (generation not delivered from the Red Butte – West Cedar 138 kV line).

If the 448 MVA transformer at Red Butte substation had failed during the 2024 net peak hour, the percent loading based on the 570 MVA limit would have been 83%. See Figure 6.

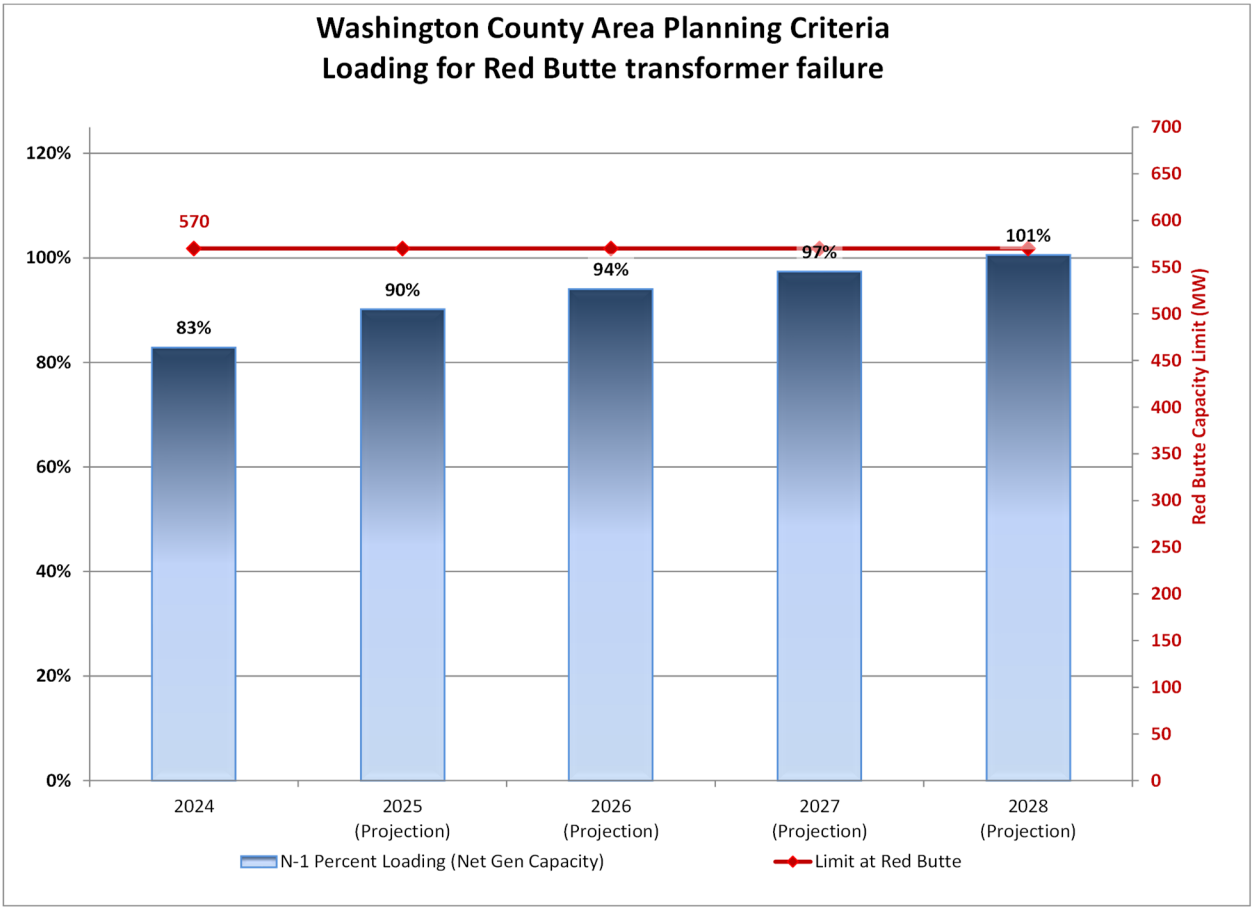


Figure 6. Red Butte Transformer Outage Loading at Red Butte

Assuming generation similar to 2023 will be online during the peak, the percent loading is projected to be 97% for the loss of the 448 MVA transformer in 2027.

5.0 Weather Considerations

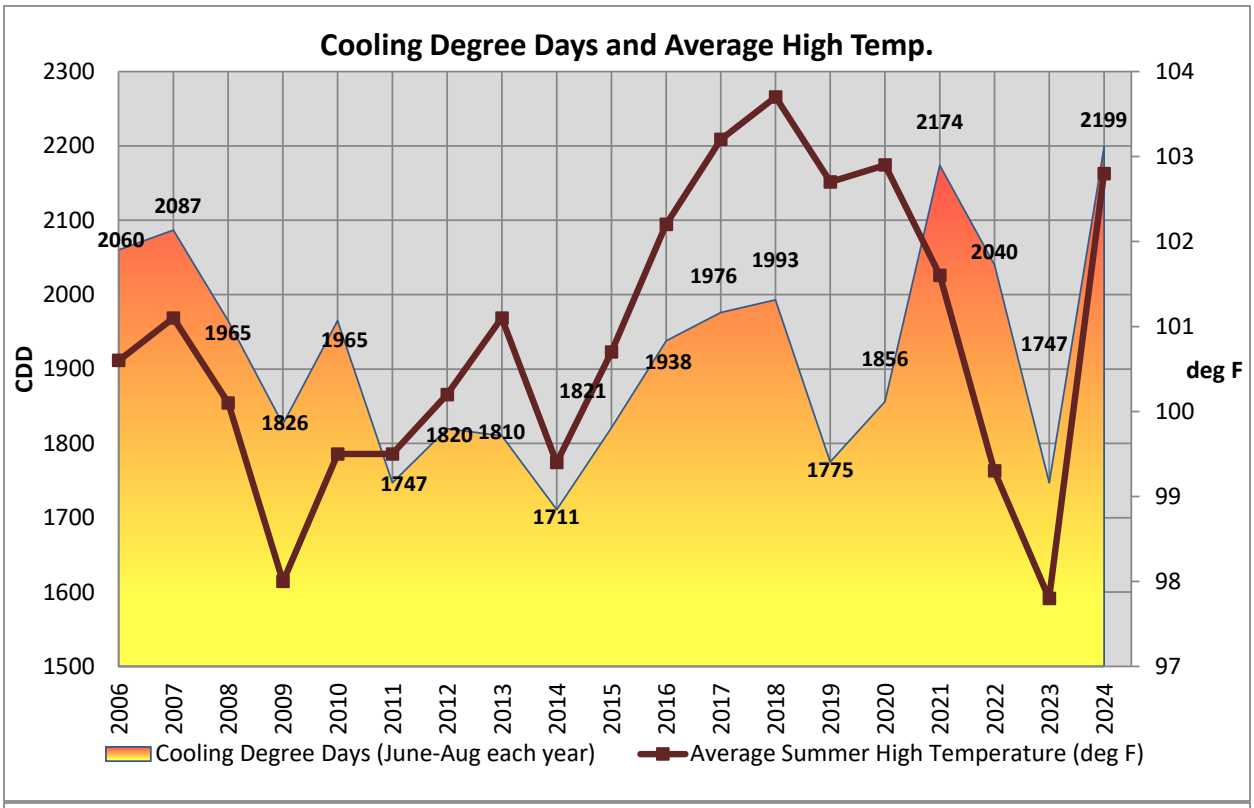
The climate during the 2024 summer experienced consistently high temperatures compared to previous years.

The industry practice for correlating temperature and electrical demand by using CDD as a measurement tool was used. For details about the methodology of Cooling Degree Days, see Appendix A. In general, the higher the number of Cooling Degree Days in a given period, the more likely electrical demand will also be high.

Figures 7a and 7b compare the Washington County 2024 summer weather pattern to previous years. The average high temperature of 102.8 degrees was the fourth all-time highest in 19 years. The average low temperature of 76.2 degrees was the all-time highest in that timespan. Cooling Degree Days (CDD) also reached a new all-time high of 2199. The maximum temperature was 113.4 degrees on the peak loading day, the hottest day of the year. There have been three other years with temperatures in the 114 degree range.

The total precipitation accumulated through the summer months from June through August was 1.38 inches. The cloud cover from this average amount of precipitation might have contributed to the high average low temperature and high amount of cooling degree days.

For 49 consecutive days in 2024, the high temperature was above 100 degrees. This is the highest since 2006. If an extreme high temperature is surrounded by consistent high temperatures, a heavy load demand is expected. Since the 2024 summer had consistent temperatures above 100 degrees and almost extreme weekday temperatures, it would take a rare combination of record extreme temperatures and other factors for the 2025 peak to have the same weather-related load increase seen from 2023 to 2024.



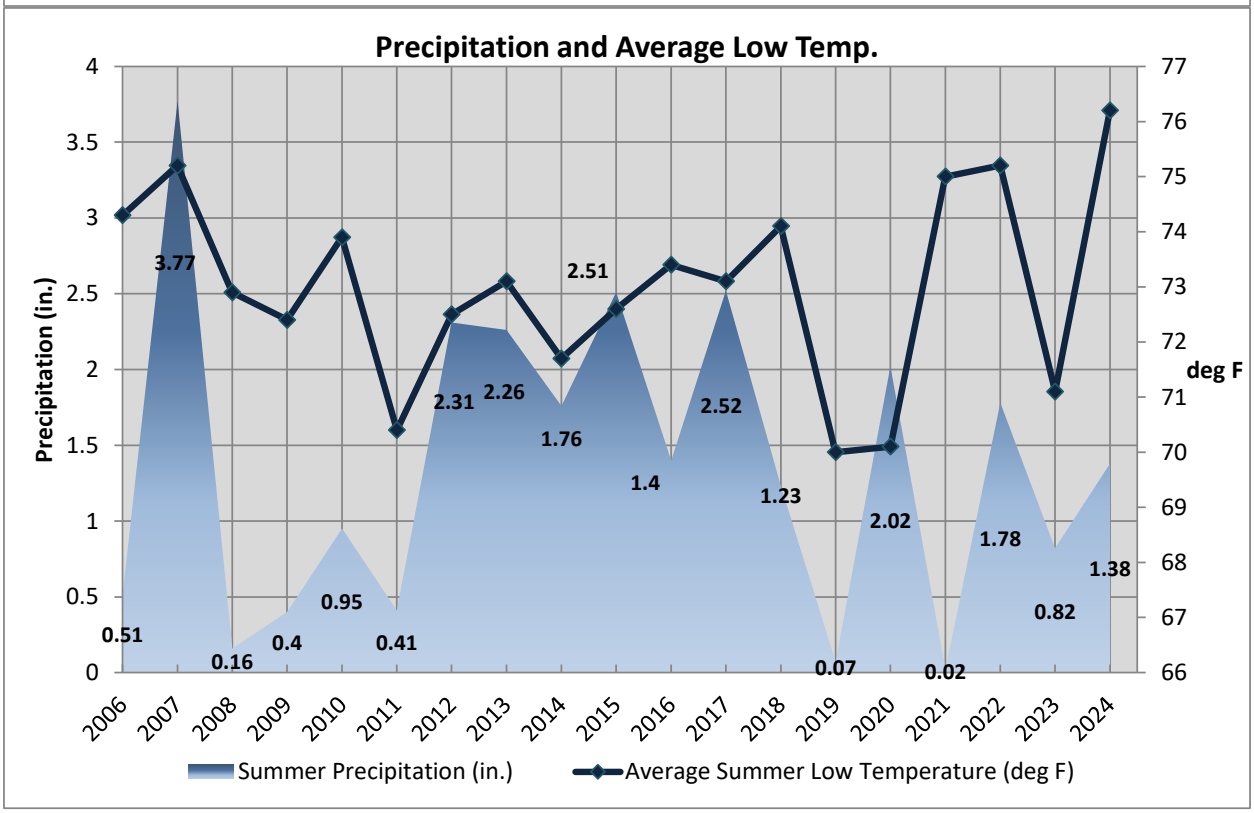
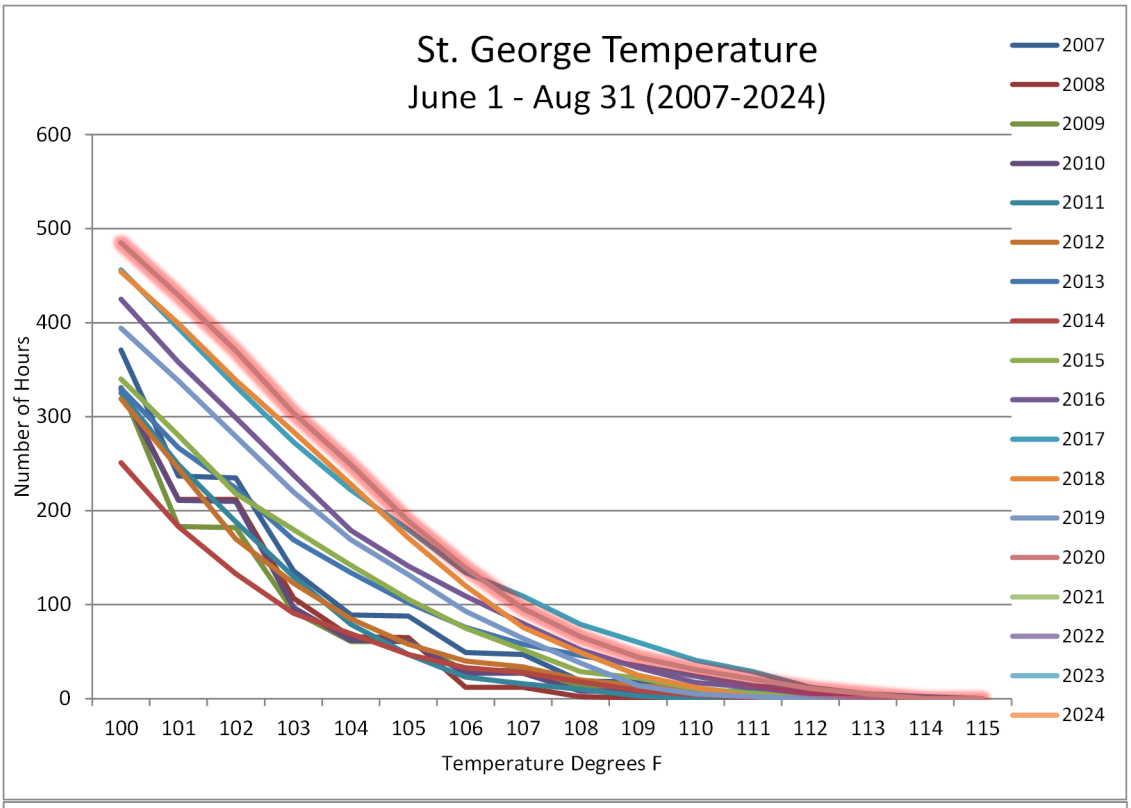
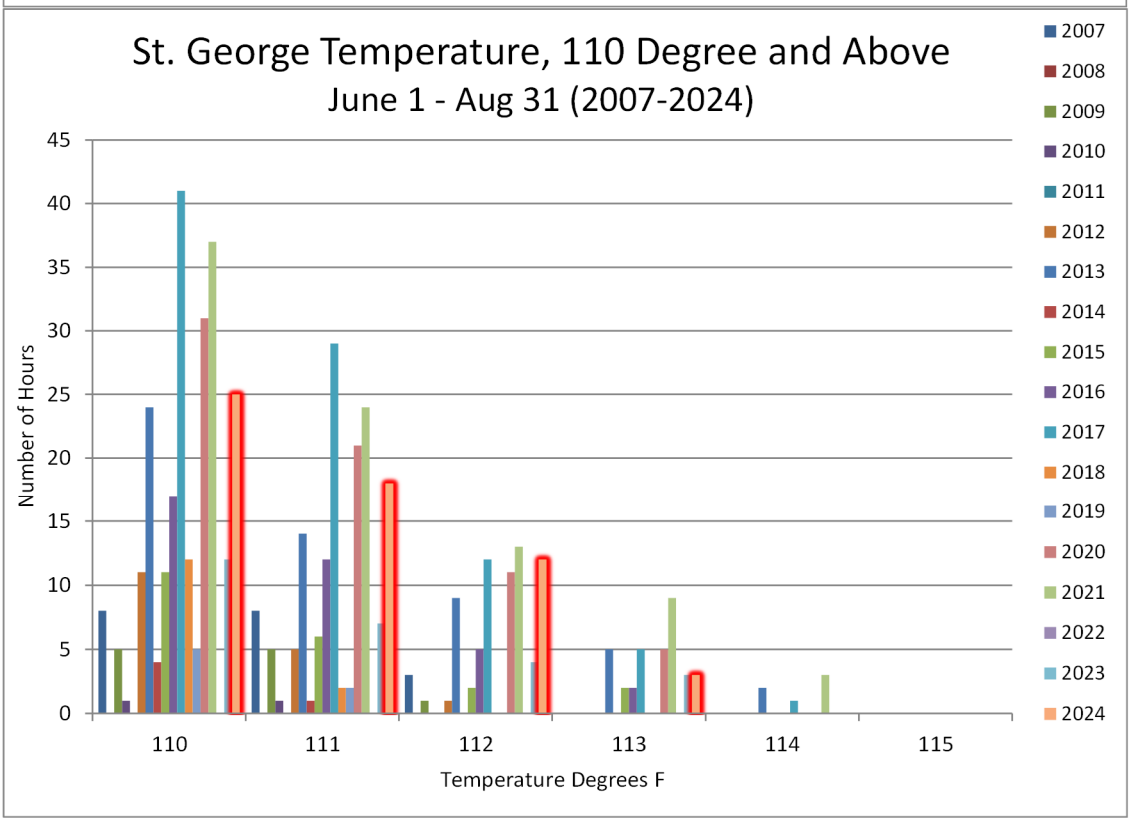


Figure 7a & 7b. St. George Historical Weather and Cooling Degree Days





Figures 8a & 8b – St. George Temperature Charts

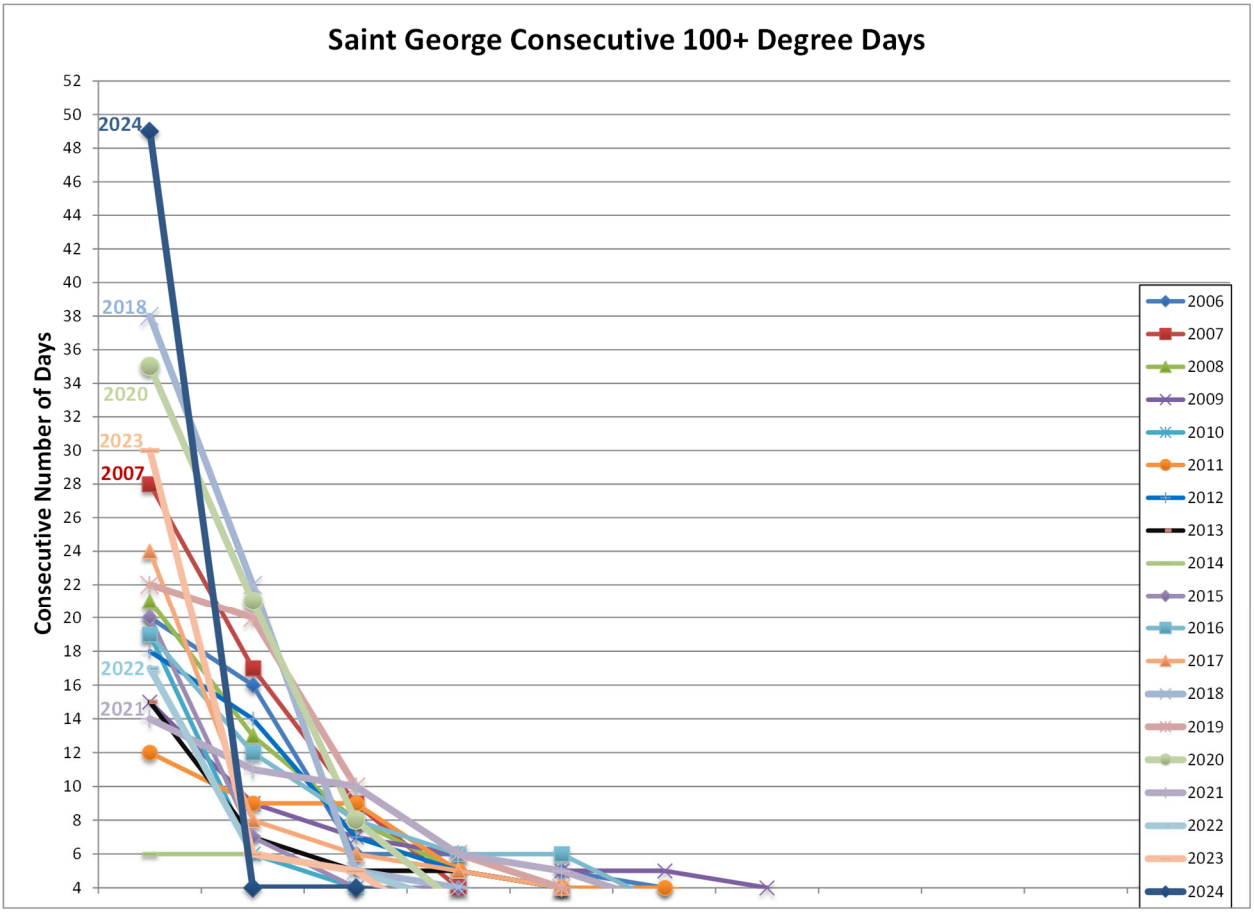


Figure 9 – St. George Consecutive 100+ Degree Days

The net load is the load served from the 345-138 kV transformers at Red Butte. The net load peak occurred on gross peak day at 8 pm. While the solar output experienced some output variations, the resulting net peak was similar to a typical historical net peak. See Figure 10.

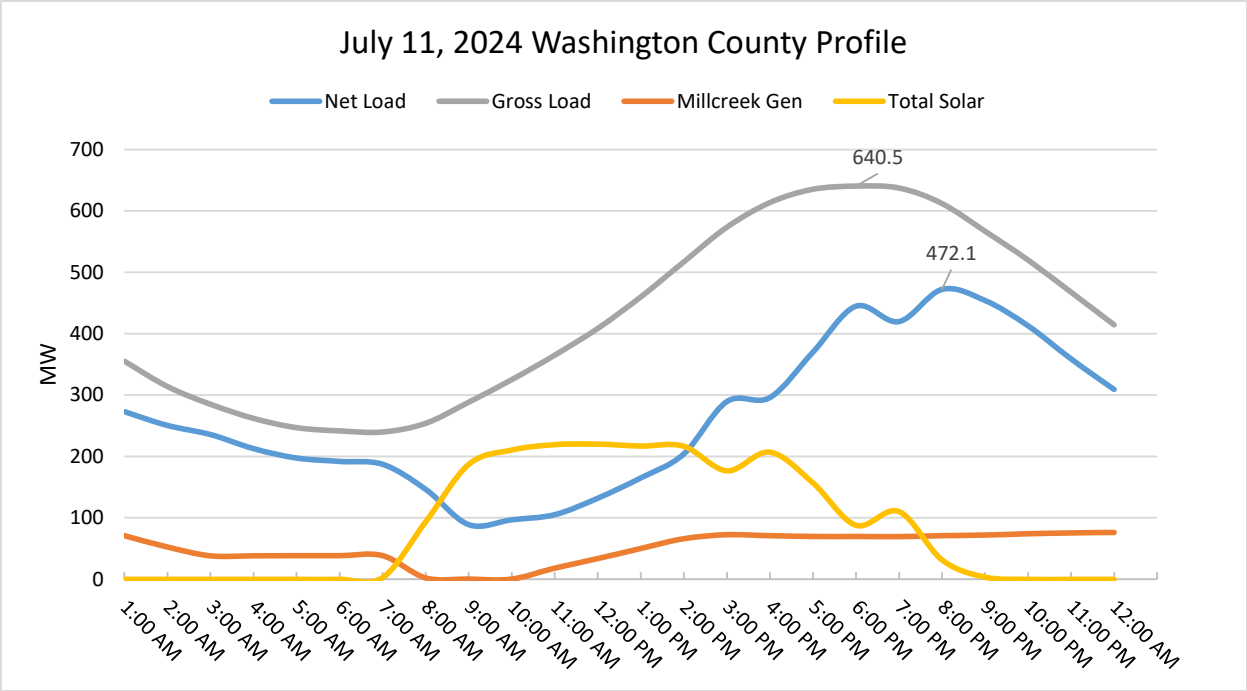


Figure 10 – Hourly Load Profile for Washington County Peak Day

6.0 2025 Summer Projections and Potential Issues

The load serving entities in the Washington County area provide 10-year load and resource projections each year to the PacifiCorp transmission services group. The forecasts that were received in the spring of 2024 are the most current as of this report. The loads served from the Red Butte substation were extracted from these forecasts and assembled in Table 6 below which represents a non-coincidental total load forecast. For system planning purposes, reasonable coincident factors may be applied to the total load; however, based on past experience the coincident factor has often been relatively high.

The 2024 coincident peak was 11.5 megawatts less than the non-coincident forecast value.

Because weather was near upper expectations, the peak load for 2025 could be below or above 2024 loading depending upon system growth and weather conditions.

Washington County Area
Annual Load and Resource Projections
(received Spring 2024)

	"Non-Coincidental" (MW)				
	2024	**2025**	**2026**	**2027**	**2028**
St. George Sub - Skyline #1	86.6	88.0	89.4	90.6	91.6
St. George Sub - Skyline #2	86.6	88.0	89.4	90.6	91.6
St. George Sub - River	70.6	71.8	72.9	73.6	74.3
Purgatory - Anticline	29.3	30.7	32.0	32.9	33.9
Purgatory - Clifton Wilson	50.4	53.0	55.4	57.7	60.0
Purgatory - Millcreek	37.6	39.1	40.4	41.3	42.3
City of St. George (Ledges Sub)	6.7	7.5	8.5	9.4	10.3
UAMPS Total	**367.8**	**378.0**	**388.0**	**396.0**	**404.0**
Growth Rate		**3%**	**3%**	**2%**	**2%**
Middleton - Dixie REA	199.0	207.0	216.0	224.0	233.0
Twin Cities - Garkane REA	11.0	11.0	11.0	12.0	12.0
Deseret Total	**210.0**	**218.0**	**227.0**	**236.0**	**245.0**
Growth Rate		**4%**	**4%**	**4%**	**4%**
Enterprise	7.7	7.7	7.7	7.7	7.7
Gateway/Quail Creek/Toquerville	32.7	33.9	35.2	36.4	37.6
Ivins/Red Mountain	24.7	24.9	25.0	25.2	25.3
Middleton #4	13.8	15.3	17.7	20.2	20.6
PAC Total	**79**	**82**	**86**	**89**	**91**
Growth Rate		**4%**	**5%**	**4%**	**2%**
Total Area Projected Load (MW) (all loads typically fed from Red Butte Substation-6MW of Losses Added)	**663**	**684**	**707**	**727**	**746**
Total Area Growth Rate		**3%**	**3%**	**3%**	**3%**

Table 6. Washington County Area 2024-2028 Non-Coincidental Load Projections

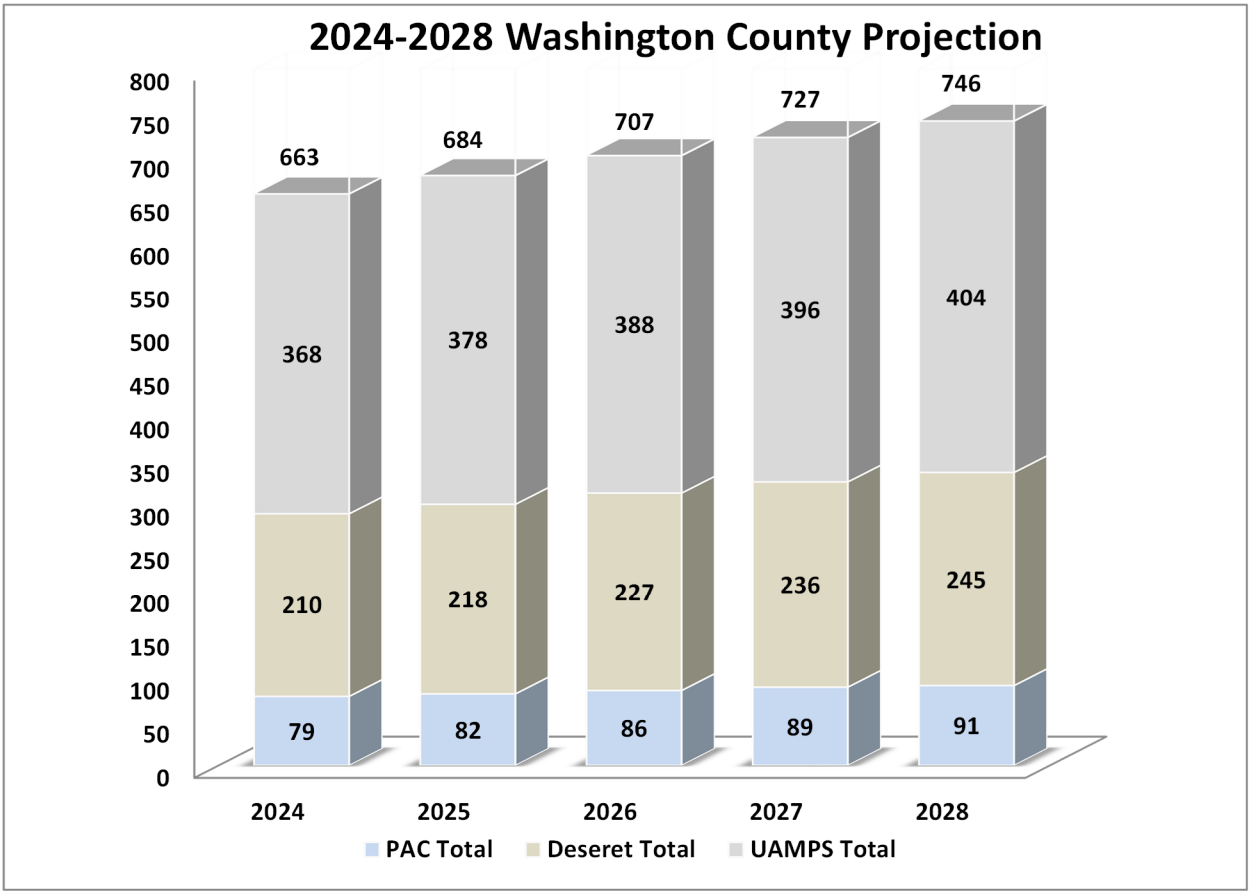


Figure 11. Washington County Area 2024-2028 Non-Coincidental Load Projections

Washington County Area - The 2025 projected total non-coincidental load for the Washington County area indicated in Figure 11 is 684 MW.

The preliminary list of potential summer 2025 Southwest Utah issues is as follows:

a. Steps should continue to be taken to prevent an incident between Red Butte and St. George along the transmission corridor where the primary concern is a range fire. Because all the major transmission serving the Washington County area is constructed in a common corridor, there exists the potential for significant outages. Vegetation management along the corridor was completed during 2011 and should continue as needed in the future. Inspection and patrol along this critical corridor should also continue to be performed regularly making sure that any concerns or potential issues are addressed as quickly as possible.

7.0 Future Projects/Tasks

Since the transmission capacity will adequately support the projected load level for 2025, the list of tasks that will continue to be performed prior to the summer of 2025 includes the following items:

7.1 Southwest Utah Technical Studies Group Summer Prep Meetings

It is anticipated that under direction of the Southwest Utah Technical Task Force, the studies group comprised of planning engineers from the various utility companies will create an agenda to assemble projected 2025 system models, review potential system issues, and meet as needed to carry out preparations and address specific issues that are identified.

7.2 Local Generation Operation Agreements

An agreement between PacifiCorp and local generation owners should continue to be pursued that would allow operation of available local generators during a transmission event that requires transfer right reductions or exceeding the Red Butte load service limitation.

7.3 Dispatch Tabletop Exercise

Several exercises have been conducted and it is proposed additional exercises to be conducted. These exercises have been instrumental in improving coordination among all the utilities.

7.4 Red Butte RAS For 138 kV Loop

Modify the remedial action scheme (RAS) to shed load if the Red Butte/Central to St. George load flows are above the emergency limit of the two UAMPS-owned 138 kV lines during an outage where both 345 kV constructed lines are out of service. The change to a looped system will not work with the existing RAS that assumes a radial 138 kV system.

7.5 2026 Convert Red Butte-St. George Line to 345 kilovolts

A project to energize one of the two 345 kV constructed Central-St. George lines currently operating at 138 kV at 345 kV is scheduled to be completed fall 2026. This project will re-terminate the line in the Red Butte 345 kilovolt substation and the St. George substation will be expanded with a 345/138 kilovolt transformer. The in-service date will be monitored and adjusted accordingly in relation to load and generation changes.

Conclusions

The Washington County peak of 641 MW was less than the projection of 663 MW. The 2024 peak occurred on July 11 with a temperature of 113.4 degrees. The previous 21 days were over 100 degrees.

It is anticipated that the Washington County area will continue to see moderate economic growth based on current load forecasts and recent requests for new development. Applying a growth rate of 3% puts a 2025 forecast at 660 MW, 24 MW less than the

latest prediction of 684 MW. If 2025 weather is similar to 2024 with the addition of extreme high temperatures, the 684 MW prediction is a reasonable estimate.

During the gross peak hour, Enterprise Solar generation delivered 34 MW with Cove Mountain 1 and 2 contributing 54 MW at Red Butte substation. Millcreek contributed 70 MW. Assuming 140 MW of total generation in the Washington County area during the net peak hour, the projected peak load potential for the Washington County area in 2025 is well within the transmission system capacity limit[1].

[1] Limit is 570 MW based on the sum of the two Central transformers. 2025 projection of 684 is first reduced 4.4% to 654 MW for net peak hour difference from gross peak hour. 654-140=514. Margin below 570 limit is 570-514=56.

APPENDIX A

Cooling Degree Day (CDD) Tutorial Reference

Degree Days are the most common and popular weather variable utilized for weather derivatives, energy trading, weather risk management and seasonal planning.

Degree Days are a practical method for determining cumulative temperatures over the course of a season. Originally designed to evaluate energy demand and consumption, degree days are based on how far the average temperature departs from a human comfort level of 65°F. Simply put, each degree of temperature above 65°F is counted as one cooling degree day, and each degree of temperature below 65°F is counted as one heating degree day. For example, a day with an average temperature of 80°F will have 15 cooling degree days.

The numbers of degree days accumulated in a day are proportional to the amount of heating/cooling you would have to do to a building to reach the human comfort level of 65°F. The degree days are accumulated each day over the course of a heating/cooling season, and can be compared to a long term (multi-year) average, or normal, to see if that season was warmer or cooler than usual.

- **Cooling Degree Day** (CDD): Defined as (T – 65) = daily Cooling Degree Days, where T is daily Average Temperature (F). If T is less than 65 degrees F, Cooling Degree Days=0.
- **Heating Degree Day** (HDD): Defined as (65 – T) = daily HDD, where T is daily Average Temperature (F). If T is greater than 65 degrees F, HDD=0.
- **Average (Mean) Temperature of the day**: (High Temperature + Low Temperature) / 2; High and Low Temperature are whole integer values.

This tutorial provided by www.weather2000.com.

2024
Southwest Utah Post-Peak Report

ROCKY MOUNTAIN POWER

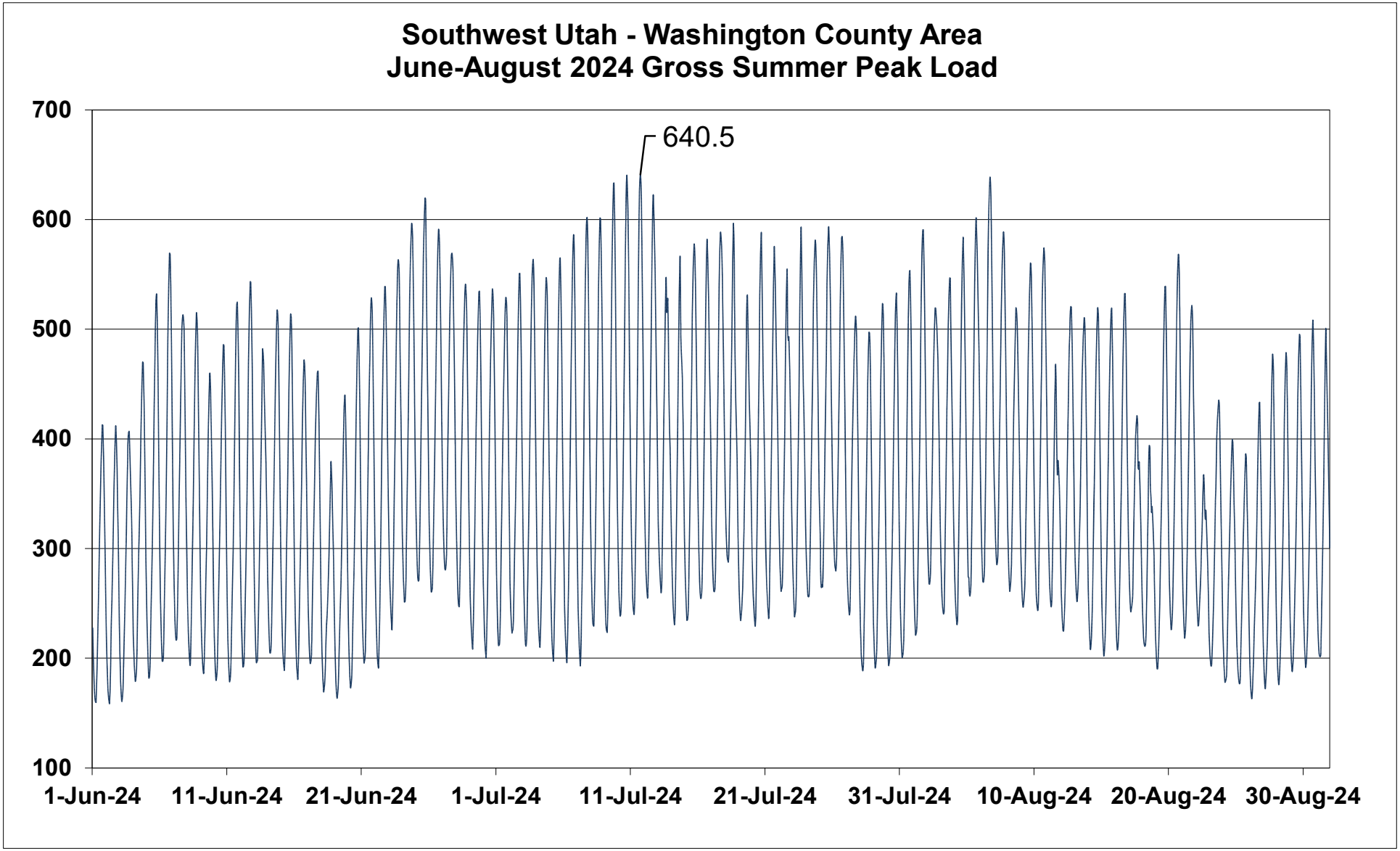
Let's turn the answers on.

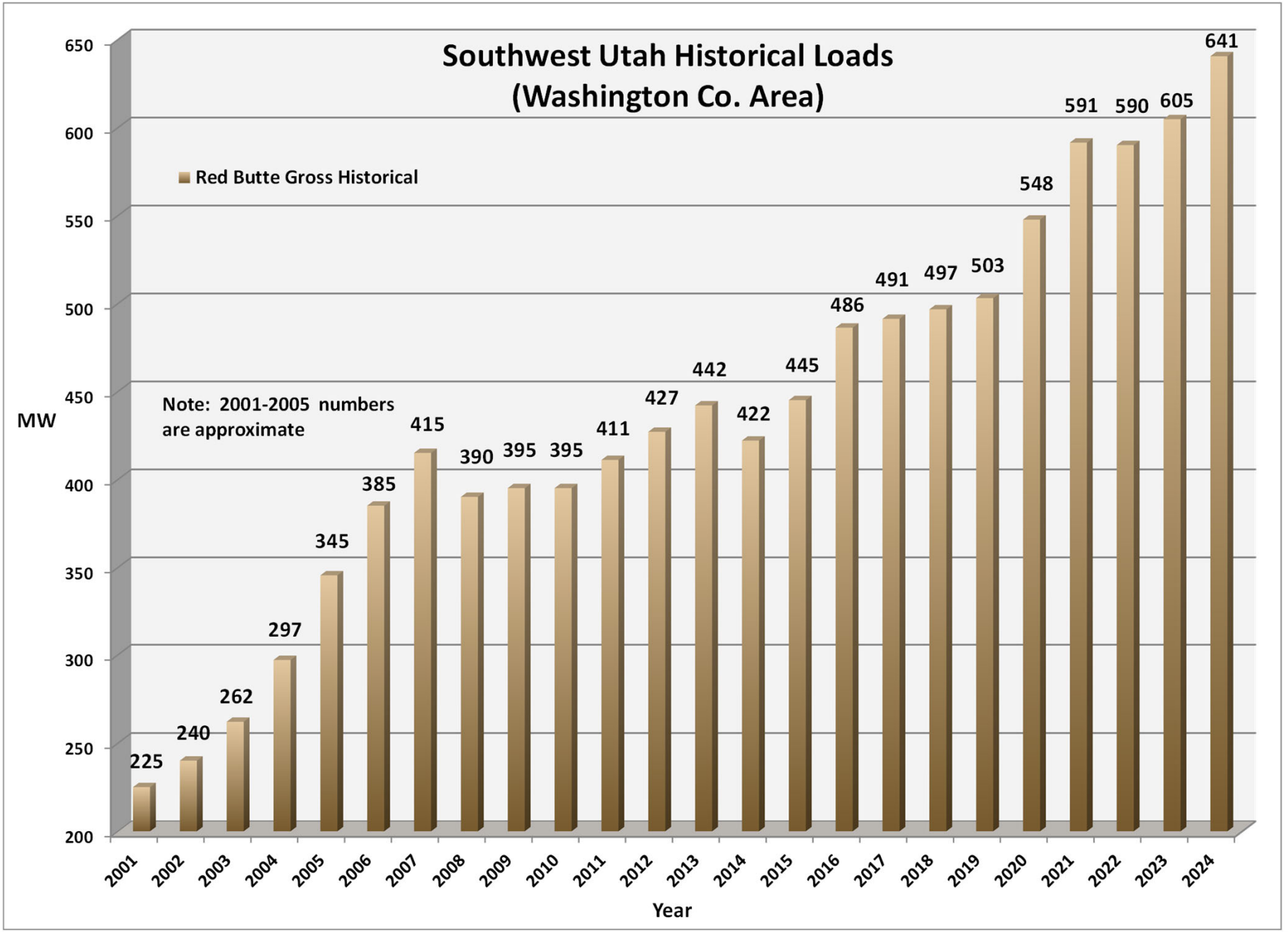
Washington County Area Peak

640.5 MW

July 11st (Thursday)

Between 5:00 and 6:00 pm


Southwest Utah - Washington County Area
June-August 2024 Gross Summer Peak Load
640.5
700
600
500
400
300
200
100
1-Jun-24
11-Jun-24
21-Jun-24
1-Jul-24
11-Jul-24
21-Jul-24
31-Jul-24
10-Aug-24
20-Aug-24
30-Aug-24


Southwest Utah Historical Loads
(Washington Co. Area)
Red Butte Gross Historical
Note: 2001-2005 numbers are approximate
MW
Year
650
600
550
500
450
400
350
300
250
200
225
240
262
297
345
385
415
390
395
395
411
427
442
422
445
486
491
497
503
548
591
590
605
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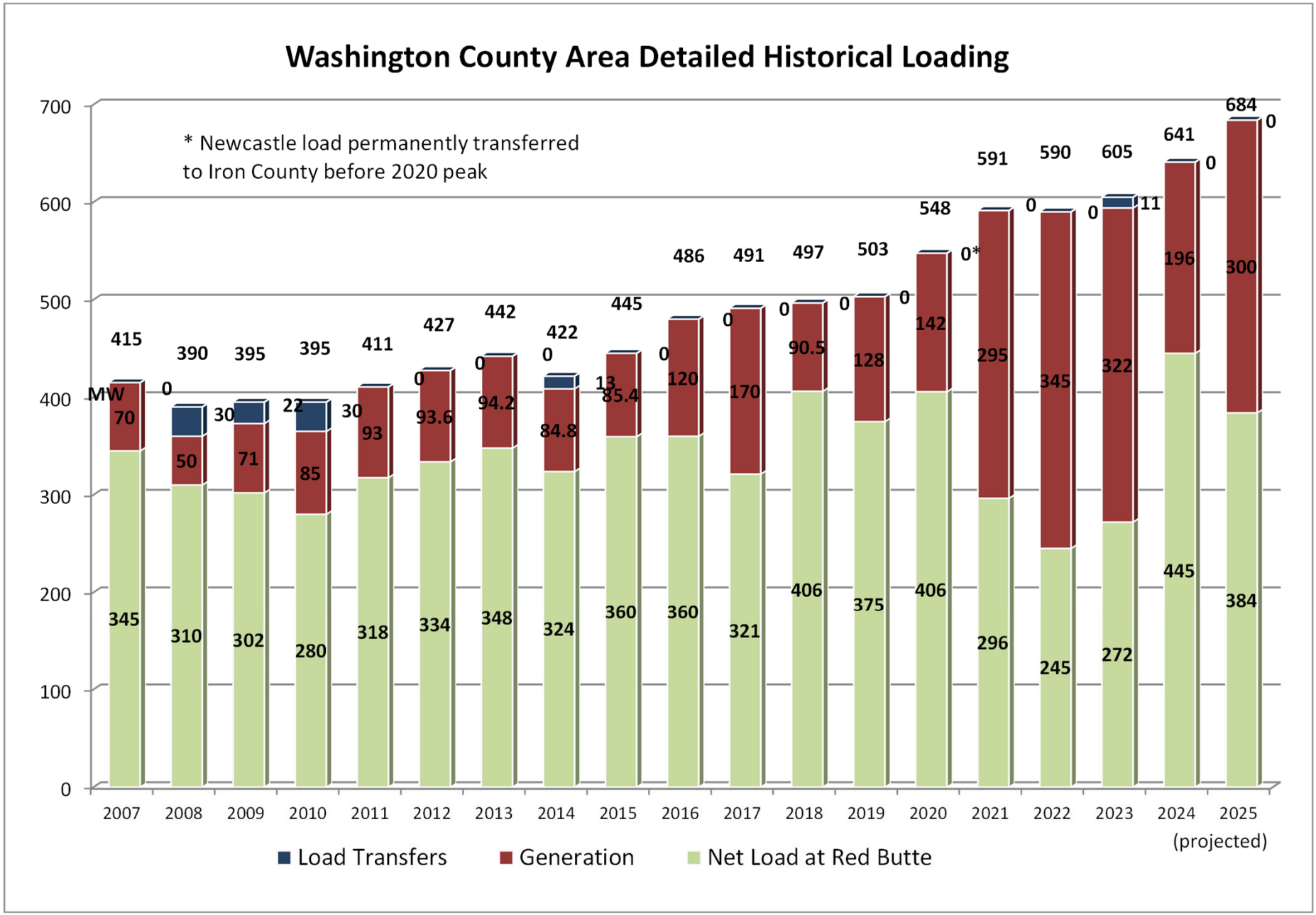
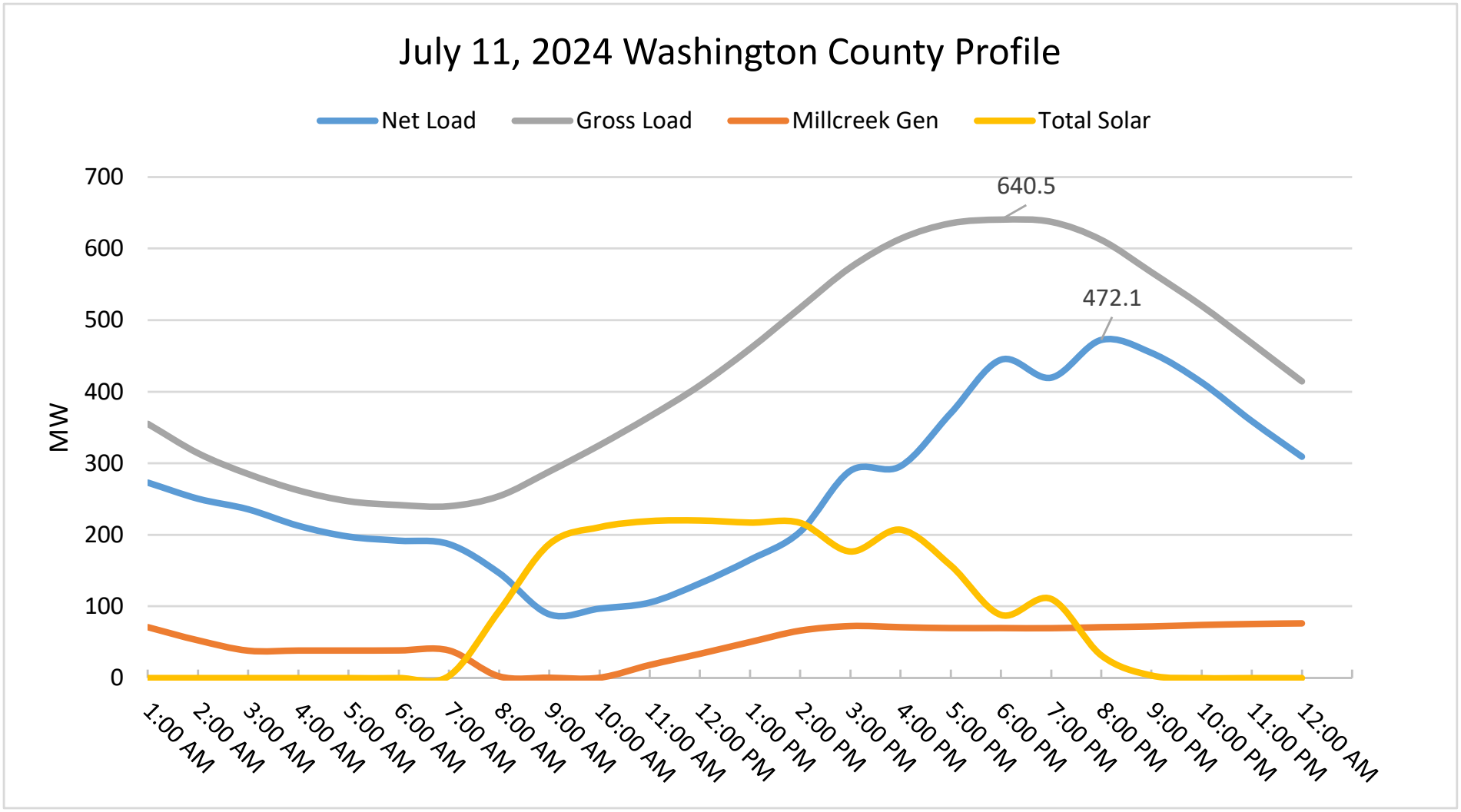

Washington County Area Detailed Historical Loading
* Newcastle load permanently transferred to Iron County before 2020 peak
MW
700
600
500
400
300
200
100
0
2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 (projected)
415 390 395 395 411 427 442 422 445 486 491 497 503 548 591 590 605 641 684
0 30 22 30 0 0 0 13 0 0 0 0 0 0 0* 0 0 11 0
70 50 71 85 93 93.6 94.2 84.8 85.4 120 170 90.5 128 142 295 345 322 196 300
345 310 302 280 318 334 348 324 360 360 321 406 375 406 296 245 272 445 384
Load Transfers
Generation
Net Load at Red Butte


July 11, 2024 Washington County Profile
Net Load
Gross Load
Millcreek Gen
Total Solar
MW
700
600
500
400
300
200
100
0
640.5
472.1
1:00 AM
2:00 AM
3:00 AM
4:00 AM
5:00 AM
6:00 AM
7:00 AM
8:00 AM
9:00 AM
10:00 AM
11:00 AM
12:00 PM
1:00 PM
2:00 PM
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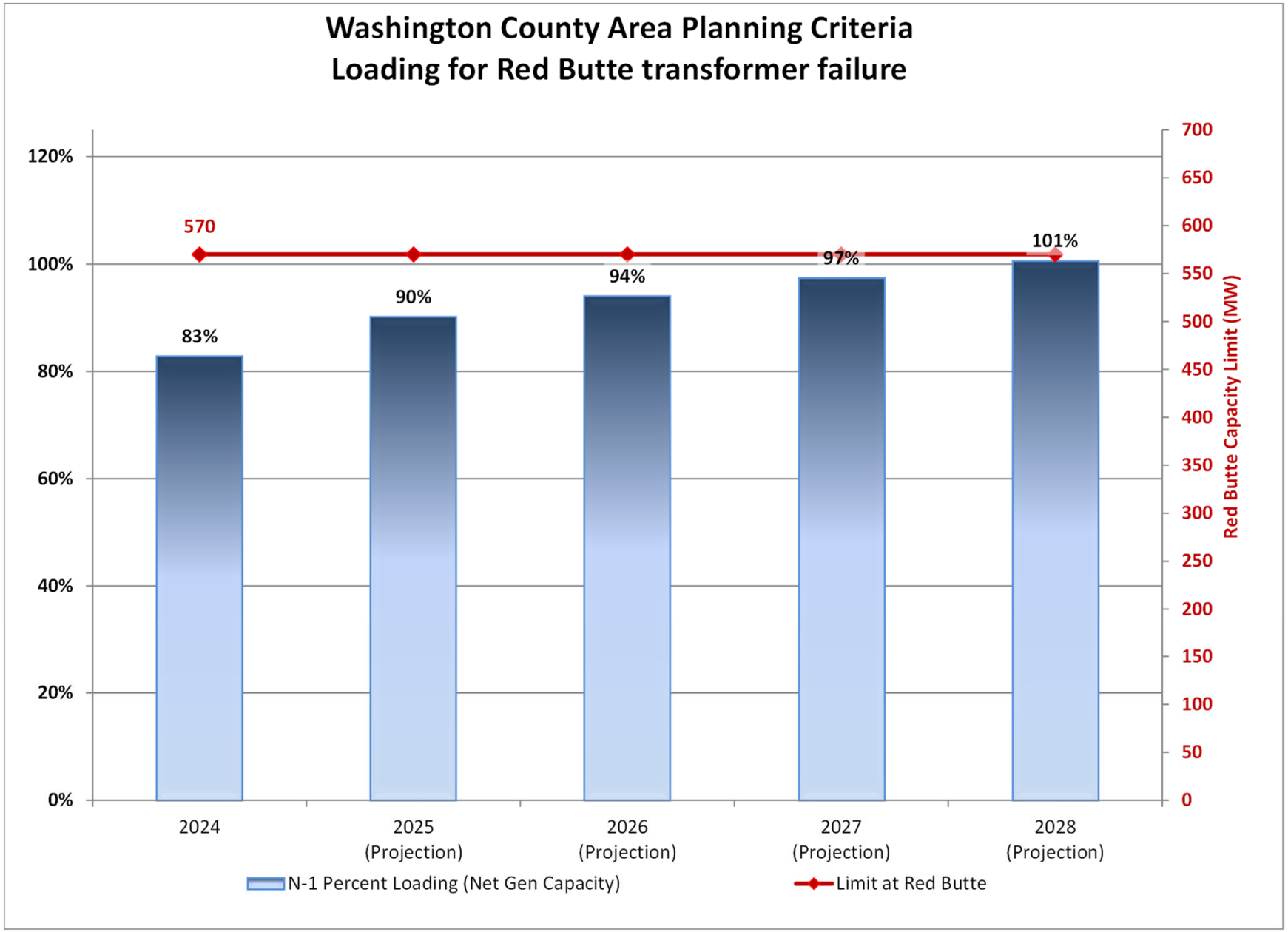
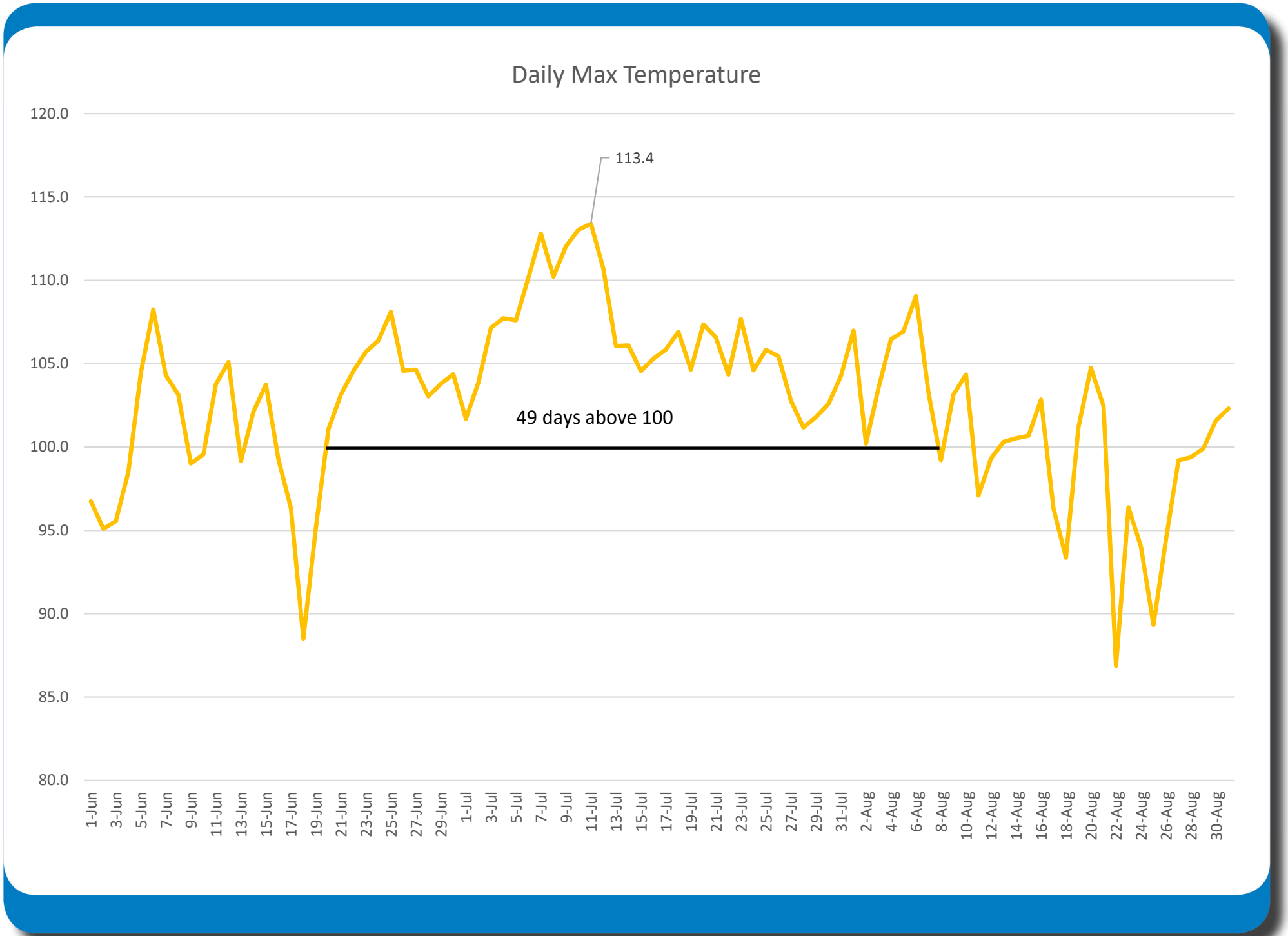
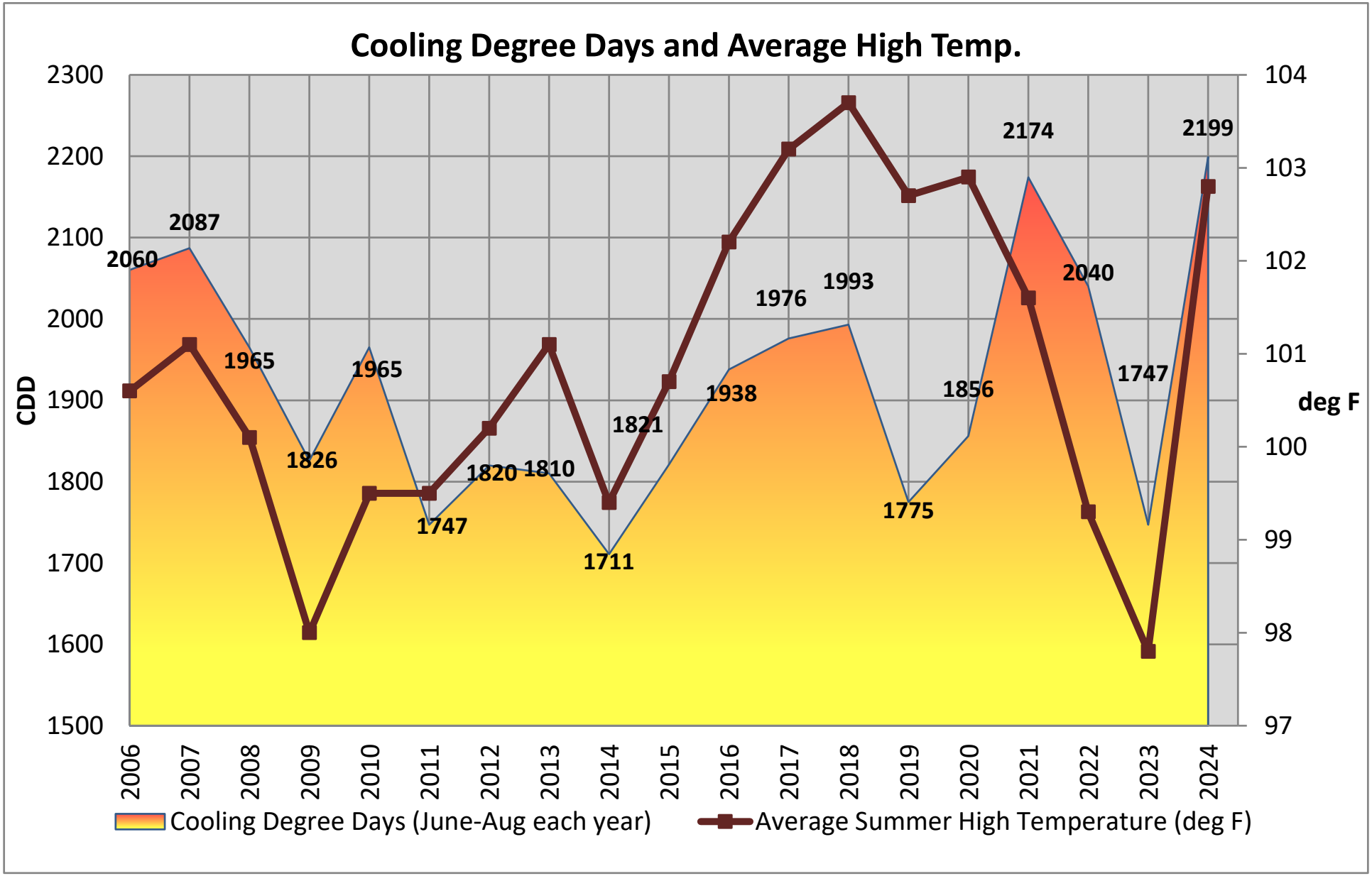
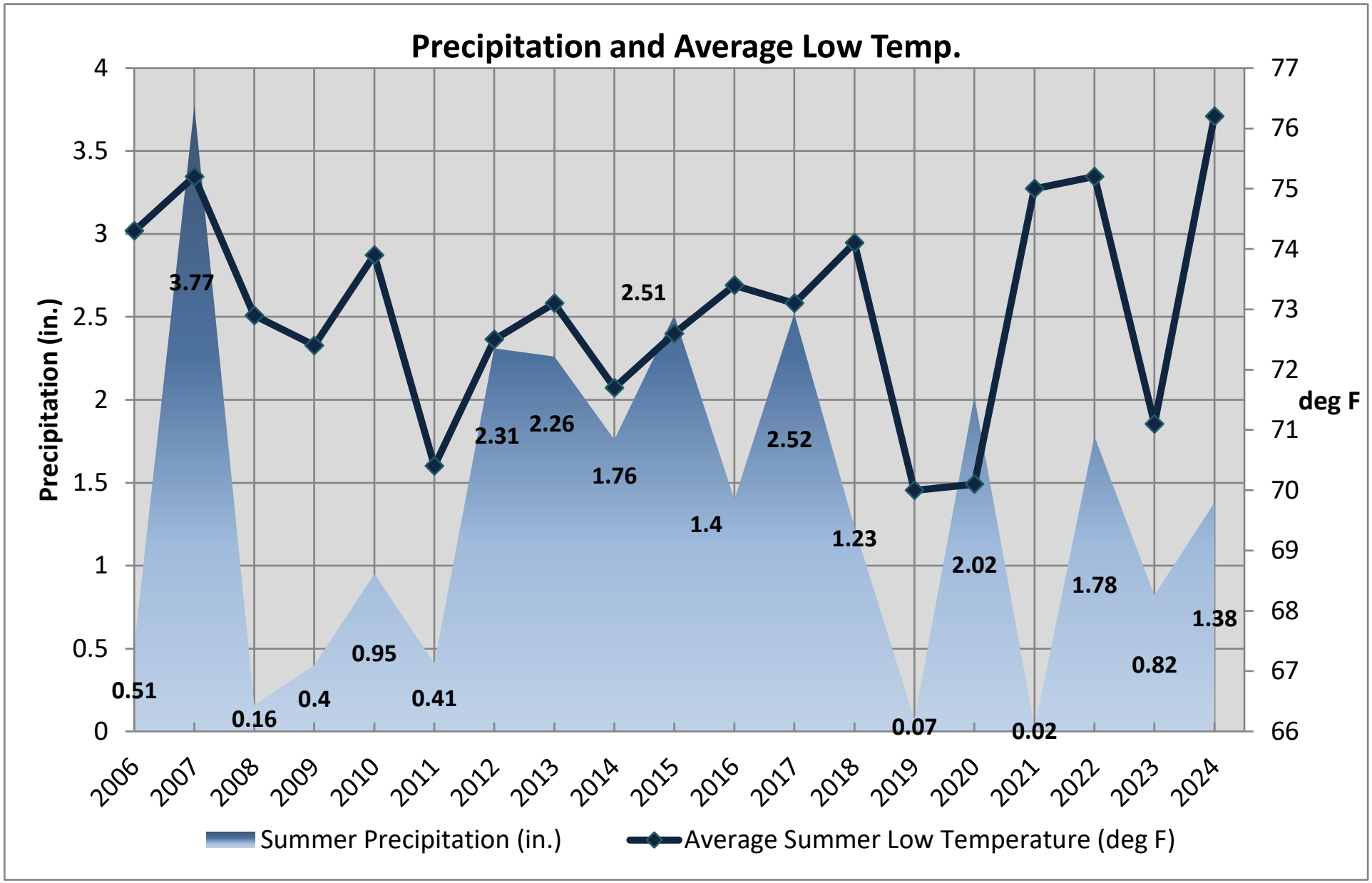
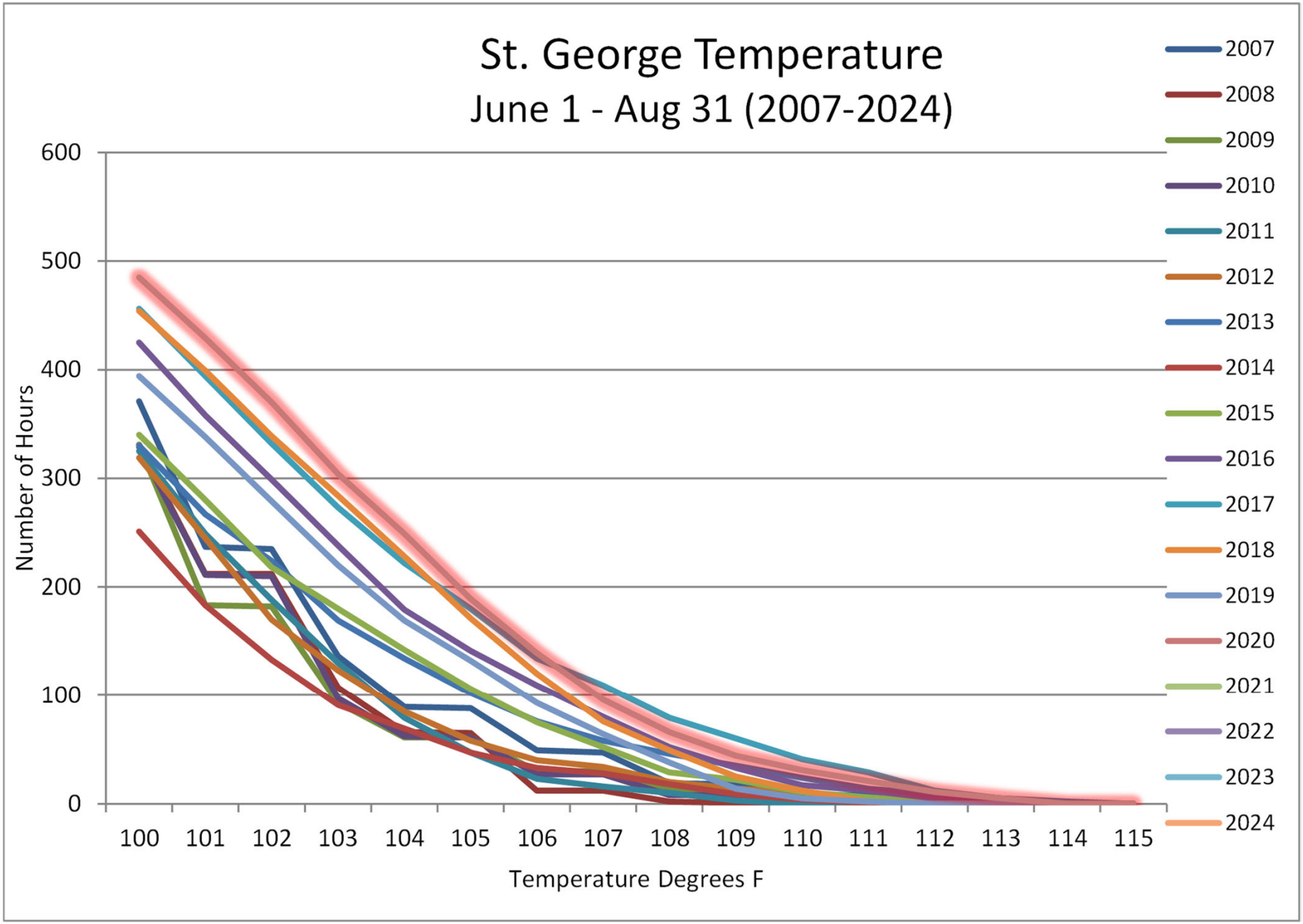
11:00 PM
12:00 AM

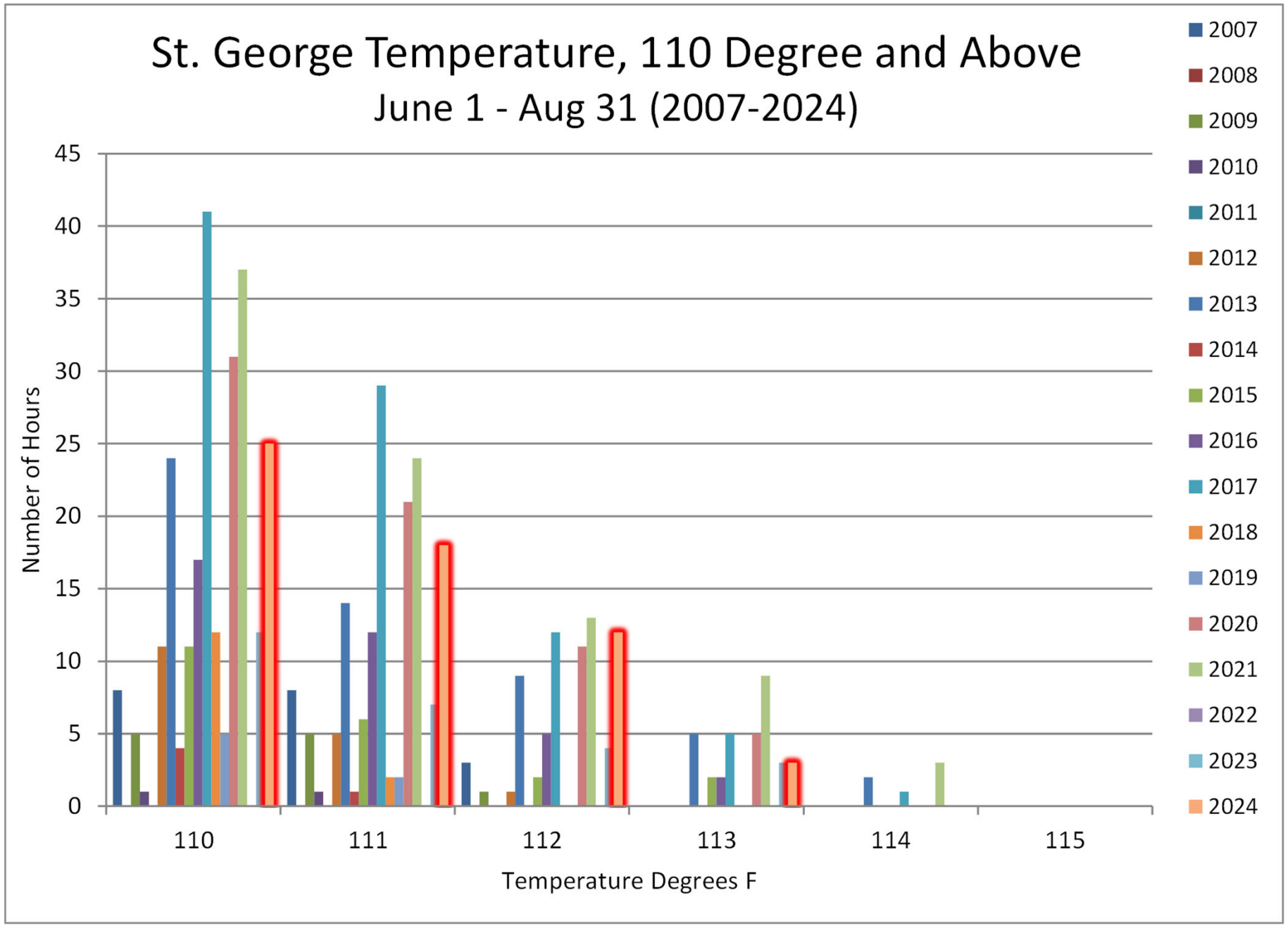

Washington County Area Planning Criteria
Loading for Red Butte transformer failure
120%
100%
80%
60%
40%
20%
0%
700
650
600
550
500
450
400
350
300
250
200
150
100
50
0
Red Butte Capacity Limit (MW)
570
83%
90%
94%
97%
101%
2024
2025 (Projection)
2026 (Projection)
2027 (Projection)
2028 (Projection)
N-1 Percent Loading (Net Gen Capacity)
Limit at Red Butte

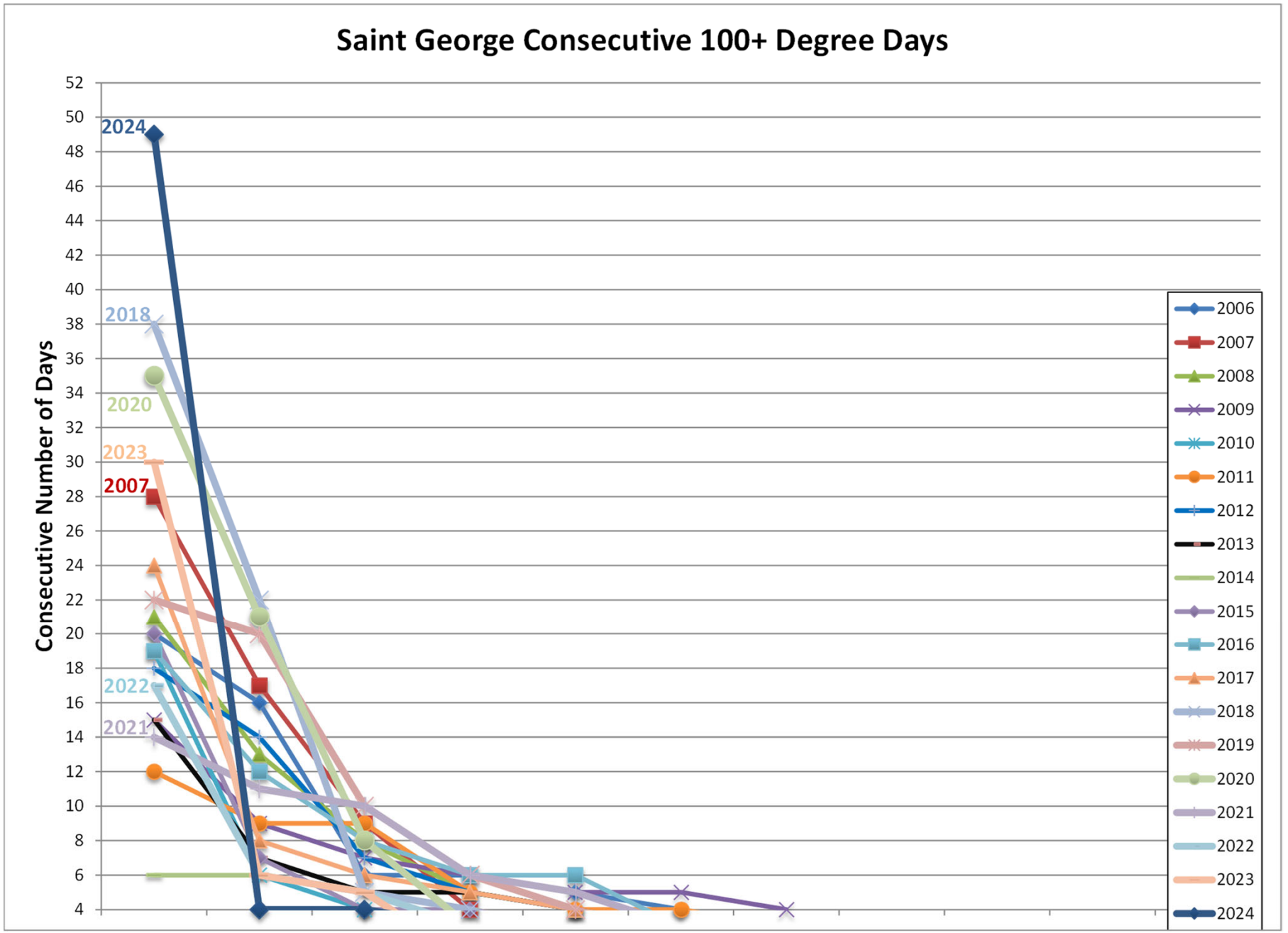

Daily Max Temperature
120.0
115.0
110.0
105.0
100.0
95.0
90.0
85.0
80.0
113.4
49 days above 100
1-Jun
3-Jun
5-Jun
7-Jun
9-Jun
11-Jun
13-Jun
15-Jun
17-Jun
19-Jun
21-Jun
23-Jun
25-Jun
27-Jun
29-Jun
1-Jul
3-Jul
5-Jul
7-Jul
9-Jul
11-Jul
13-Jul
15-Jul
17-Jul
19-Jul
21-Jul
23-Jul
25-Jul
27-Jul
29-Jul
31-Jul
2-Aug
4-Aug
6-Aug
8-Aug
10-Aug
12-Aug
14-Aug
16-Aug
18-Aug
20-Aug
22-Aug
24-Aug
26-Aug
28-Aug
30-Aug


Cooling Degree Days and Average High Temp.
CDD
deg F
2300
2200
2100
2000
1900
1800
1700
1600
1500
104
103
102
101
100
99
98
97
2087
2060
1965
1826
1965
1747
1820
1810
1821
1711
1938
1976
1993
1775
1856
2174
2040
1747
2199
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Cooling Degree Days (June-Aug each year)
Average Summer High Temperature (deg F)


Precipitation and Average Low Temp.
Precipitation (in.)
deg F
4
3.5
3
2.5
2
1.5
1
0.5
0
77
76
75
74
73
72
71
70
69
68
67
66
0.51
3.77
0.16
0.4
0.95
0.41
2.31
2.26
1.76
2.51
1.4
2.52
1.23
0.07
0.02
2.02
1.78
0.82
1.38
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Summer Precipitation (in.)
Average Summer Low Temperature (deg F)


St. George Temperature
June 1 - Aug 31 (2007-2024)
Number of Hours
600
500
400
300
200
100
0
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115
Temperature Degrees F
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024


St. George Temperature, 110 Degree and Above
June 1 - Aug 31 (2007-2024)
Number of Hours
0
5
10
15
20
25
30
35
40
45
110
111
112
113
114
115
Temperature Degrees F
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024

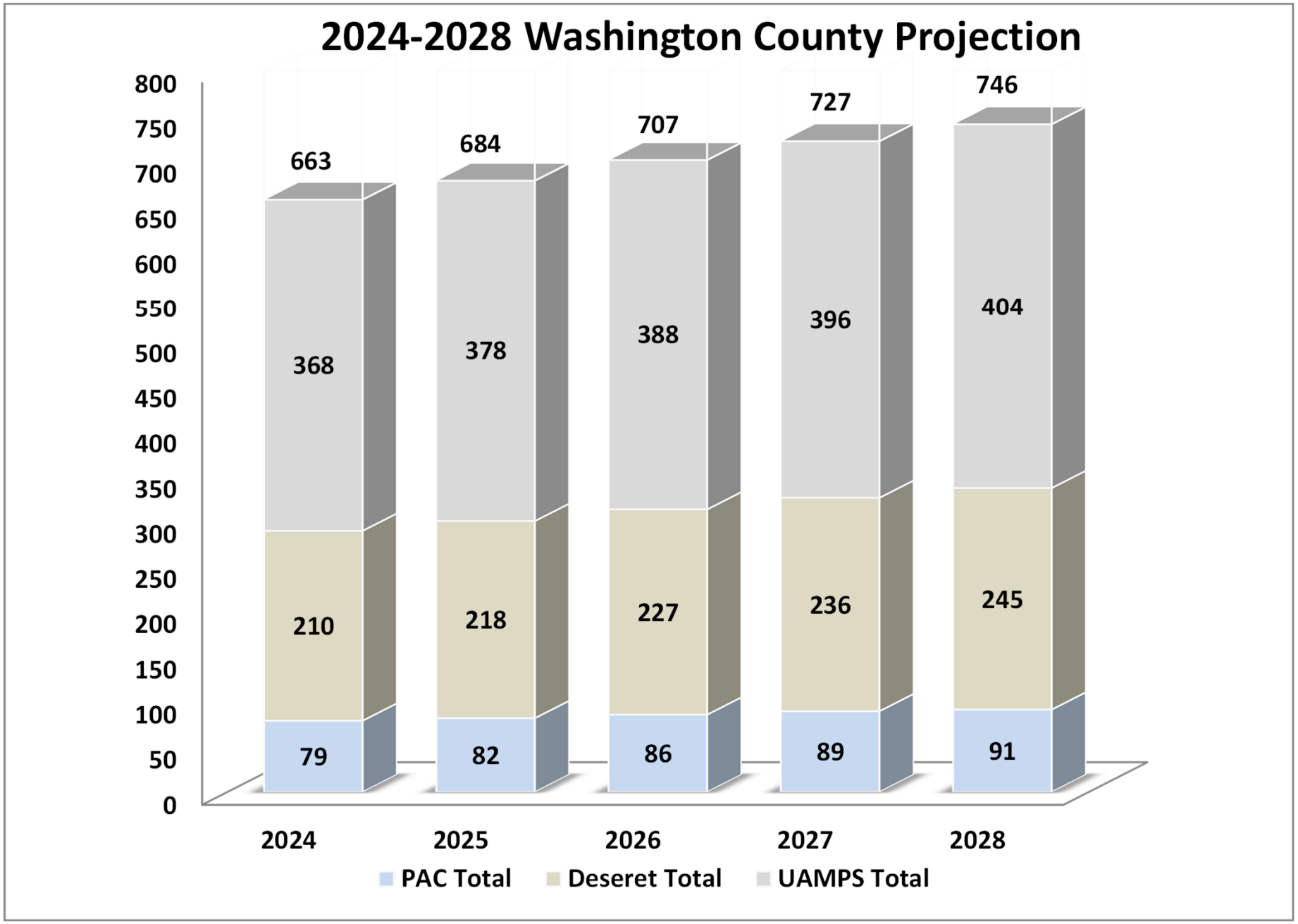

Saint George Consecutive 100+ Degree Days
Consecutive Number of Days
52
50
48
46
44
42
40
38
36
34
32
30
28
26
24
22
20
18
16
14
12
10
8
6
4
2024
2018
2020
2023
2007
2022
2021
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024

Projected Load

- 2024 Projected Non-Coincidental Load was 652 MW based on L&R. Future growth expected at 2-3%.

Washington County Area
Annual Load and Resource Projections
(received Spring 2024)

	"Non-Coincidental" (MW)				
	2024	**2025**	**2026**	**2027**	**2028**
St. George Sub - Skyline #1	86.6	88.0	89.4	90.6	91.6
St. George Sub - Skyline #2	86.6	88.0	89.4	90.6	91.6
St. George Sub - River	70.6	71.8	72.9	73.6	74.3
Purgatory - Anticline	29.3	30.7	32.0	32.9	33.9
Purgatory - Clifton Wilson	50.4	53.0	55.4	57.7	60.0
Purgatory - Millcreek	37.6	39.1	40.4	41.3	42.3
City of St. George (Ledges Sub)	6.7	7.5	8.5	9.4	10.3
UAMPS Total	**367.8**	**378.0**	**388.0**	**396.0**	**404.0**
Growth Rate		**3%**	**3%**	**2%**	**2%**
Middleton - Dixie REA	199.0	207.0	216.0	224.0	233.0
Twin Cities - Garkane REA	11.0	11.0	11.0	12.0	12.0
Deseret Total	**210.0**	**218.0**	**227.0**	**236.0**	**245.0**
Growth Rate		**4%**	**4%**	**4%**	**4%**
Enterprise	7.7	7.7	7.7	7.7	7.7
Gateway/Quail Creek/Toquerville	32.7	33.9	35.2	36.4	37.6
Ivins/Red Mountain	24.7	24.9	25.0	25.2	25.3
Middleton #4	13.8	15.3	17.7	20.2	20.6
PAC Total	**79**	**82**	**86**	**89**	**91**
Growth Rate		**4%**	**5%**	**4%**	**2%**
Total Area Projected Load (MW) (all loads typically fed from Red Butte Substation-6MW of Losses Added)	**663**	**684**	**707**	**727**	**746**
Total Area Growth Rate		**3%**	**3%**	**3%**	**3%**


2024-2028 Washington County Projection
800
750
700
650
600
550
500
450
400
350
300
250
200
150
100
50
0
663
684
707
727
746
368
378
388
396
404
210
218
227
236
245
79
82
86
89
91
2024
2025
2026
2027
2028
PAC Total
Deseret Total
UAMPS Total

Upcoming Southwest UT Projects

- 2025
  - Modification to Red Butte/Central RAS for a looped system
- 2026
  - Convert Red Butte-St. George line to 345 kV and install 345/138 kV transformer at St. George

Conclusions

- 2024 gross peak load - 641 MW was 36 MW higher than the 2023 peak
- Summer weather conditions – record days above 100, record low temperatures, record CDD
- Sufficient transmission capacity for projected future growth

Natural Gas Projects Talking Points
Related to Power Sales Contract(s) Governing Body Approval Process
October 24, 2024

Background on UAMPS New Resource Development:

- UAMPS completed an Integrated Resource Plan (IRP) that examined the collective power needs of the UAMPS membership in 2023. The IRP identified a need to pursue a variety of new resources for the members to best ensure a portfolio of new resources for the membership that can represent a diversified portfolio of resources on a least cost, least risk basis. Based on the IRP recommendations, UAMPS has annually adopted a new resource procurement that sets the workplan for the coming year on how UAMPS staff will pursue new resources on behalf of the membership.

New Natural Gas Projects:

- Specifically, the IRP recommended pursuing the development of both a combined cycle natural gas power plant and a peaking natural gas power plant.
- In coordination with the members, UAMPS has been developing both the combined cycle natural gas power plant and a peaking natural gas power plant.
- Due to the development costs associated with further development of these two projects, UAMPS is pursuing entering into long term Power Sales Contracts for each of these projects.
- By entering into the Power Sales Contracts now, further development on these projects will be allowed and if certain development parameters are not met then the projects will be terminated by the project's project management committee, as discussed in more detail below.

Phased Development Approach:

- UAMPS develops new resources by applying a phased development approach whereby any new resource is developed by derisking project development uncertainties that exist with any new resource development.
- Essential to a phased development approach is identifying key development milestones whereby UAMPS staff will work on derisking certain pre-identified

project risks and report the status of that work at predetermined development milestones to the Project Management Committee.

- The Project Management Committee is responsible for determining whether the project will proceed past certain pre-determined development milestones based on reports provided to the Project Management Committee. Each UAMPS member participating in the project will have a vote at the Project Management Committee.

Project Specific Considerations for these Two Natural Gas Projects:

- Developing new power resources has become more expensive on the front end of the development cycle, which is requiring more front-end development expenditures. This increase in near term development cost is forcing UAMPS to secure Power Sales Contracts that allow for financing for these development costs.
- More specifically, securing transmission interconnection for these two projects requires a $5 Million per project transmission deposit with PacifiCorp. This deposit is expected to be made in early January 2025. Moving forward with this transmission work is a key development uncertainty that has been identified as the transmission studies will identify transmission upgrade costs as well as identifying when transmission work will be complete and allow for these projects to start delivering electricity to the grid.
- While the transmission deposits represent the largest near-term expenditure, additional derisking work will occur during this time period while the transmission is being studied. Another key activity is further progressing the engineering cost estimate for the project. Both projects will move forward with developing a Class 3 Cost Estimate and these cost estimates will be utilized in a Levelized Cost of Electricity model that will identify a projected cost for each project ($/MWh).

Project Management Committee Oversight:

- To prudently manage these development uncertainties, the Project Management Committee has elected to do the following:
- First, the Power Sales Contracts will not become effective until 85% of the project's output has been subscribed that will occur by members returning signed Power Sales Contracts with specific subscription amounts identified.
- Second and once the 85% subscription requirement has been met, the Project Management Committees for these projects will adopt a resolution identifying a maximum $/MWh for each project. This maximum $/MWh will be analyzed at certain development milestones that have been pre-identified. If the maximum $/MWh is exceeded then the Project Management Committee will terminate the project.
- Additionally, the Project Management Committee has the ability to downsize the project's capacity to ensure that 100% of the project output is subscribed. Such downsizing will still require the project's project $/MWh to beneath the maximum $/MWh that has been determined.

Natural Gas Peaking and Base Load Power Sales Contracts

HURRICANE CITY COUNCIL MEETING

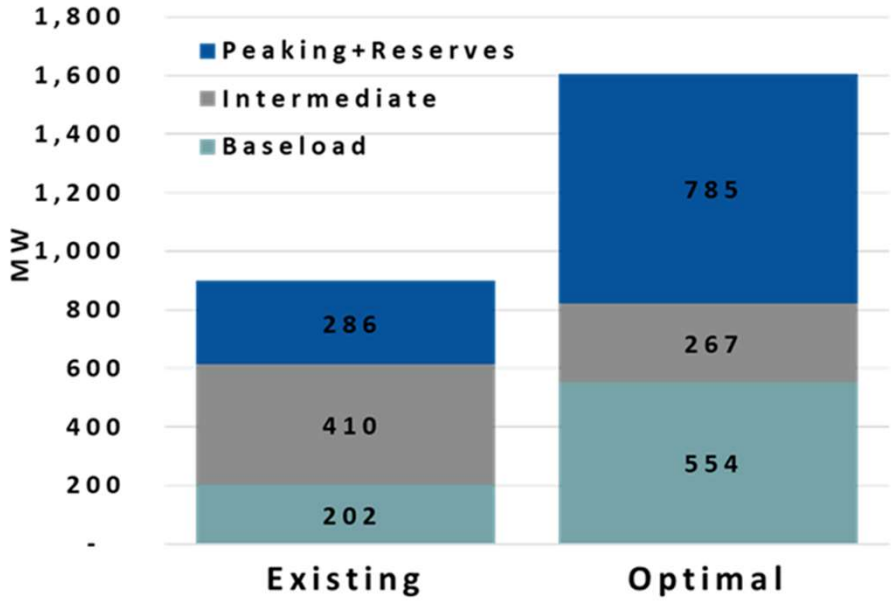
[Date]

UAMPS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

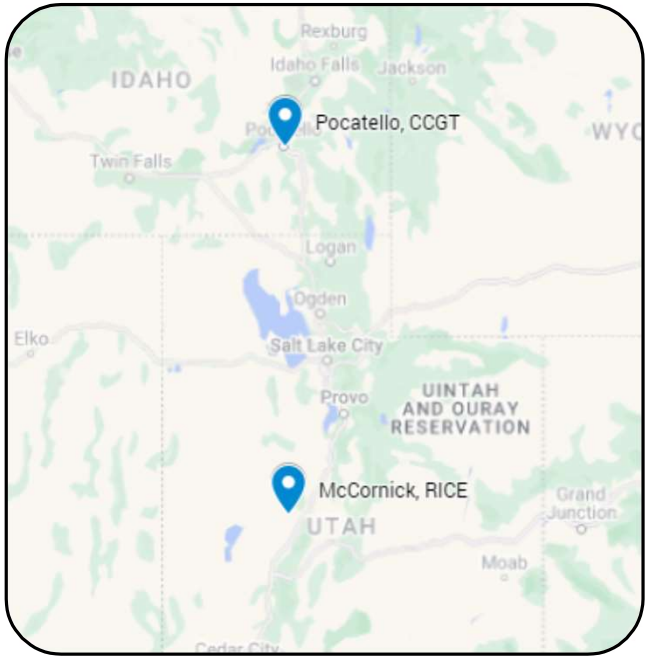
Alignment with Members Needs

- 2023 Integrated Resource Plan (IRP) identified significant need for both baseload and peaking dispatchable resources
- Natural Gas is cost competitive with other forms of dispatchable power
- IRP also recommended UAMPS project ownership (versus PPA) to hedge against future volatility in the electricity market
- Member 20-year forecasts show need for individual members



Natural Gas Statistics

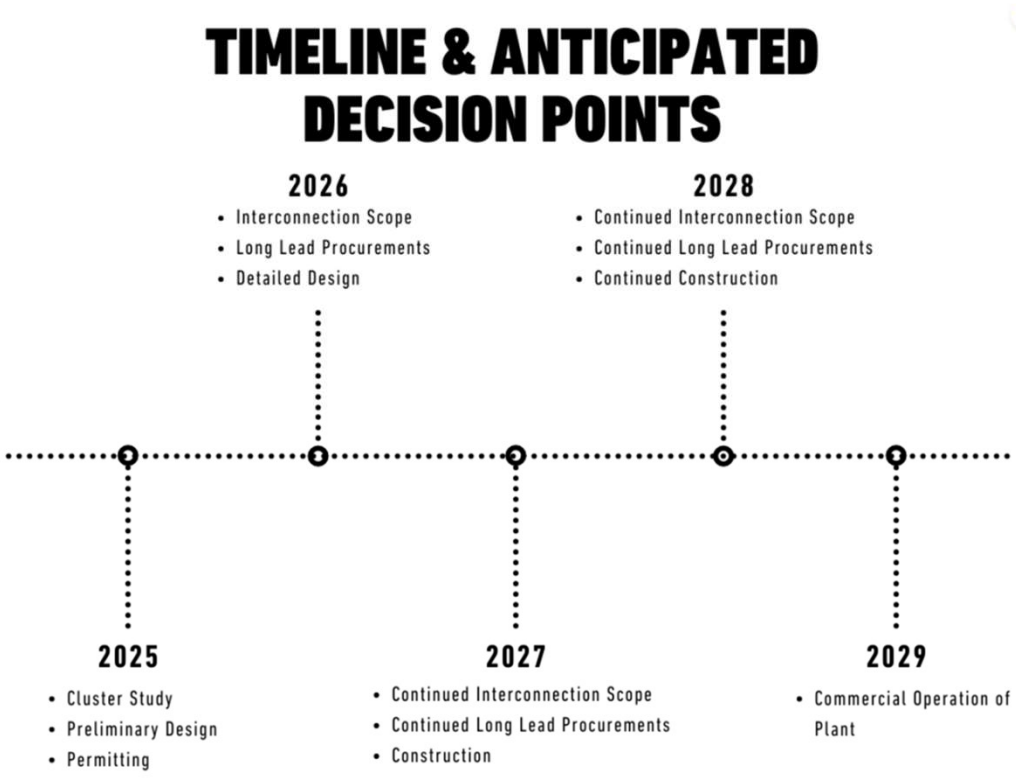
	Capacity	COD	Technology
Peaker	200 MW	2029	Gas-Fired Recip Engines
Baseload	360 MW	2031	Combined Cycle



Peaking Facility

- Located in Millard County
- 200 MW fleet of 10-12 Reciprocating Internal Combustion Units (RICE)
- Able to ramp on and off quickly to meet the members' changing load needs
  - Each engine ramps to full load in 2 to 5 minutes
  - Fast ramp times enable integration of additional clean, less expensive, renewable energy
- Natural gas peaking units compliment members' intermittent resources
- Capable of burning hydrogen mix when available in the future
- Ideally located near natural gas and transmission lines

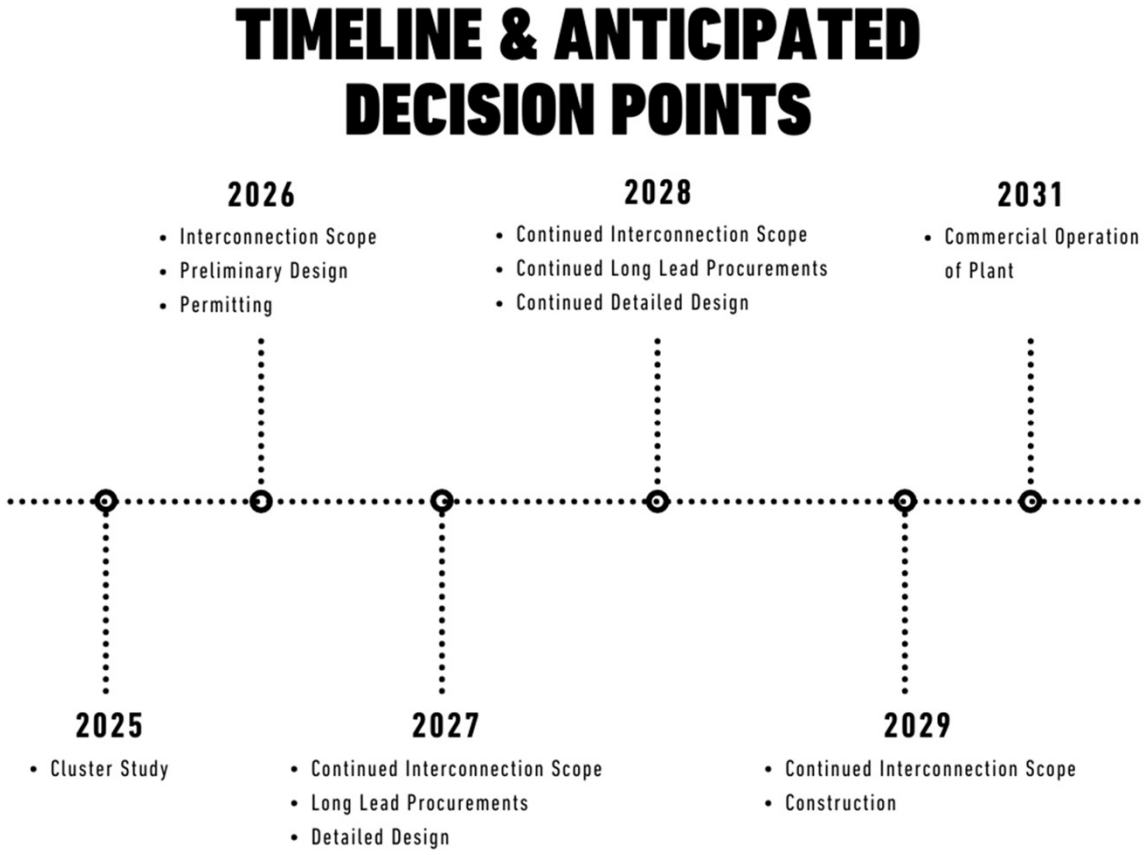
Peaking Facility



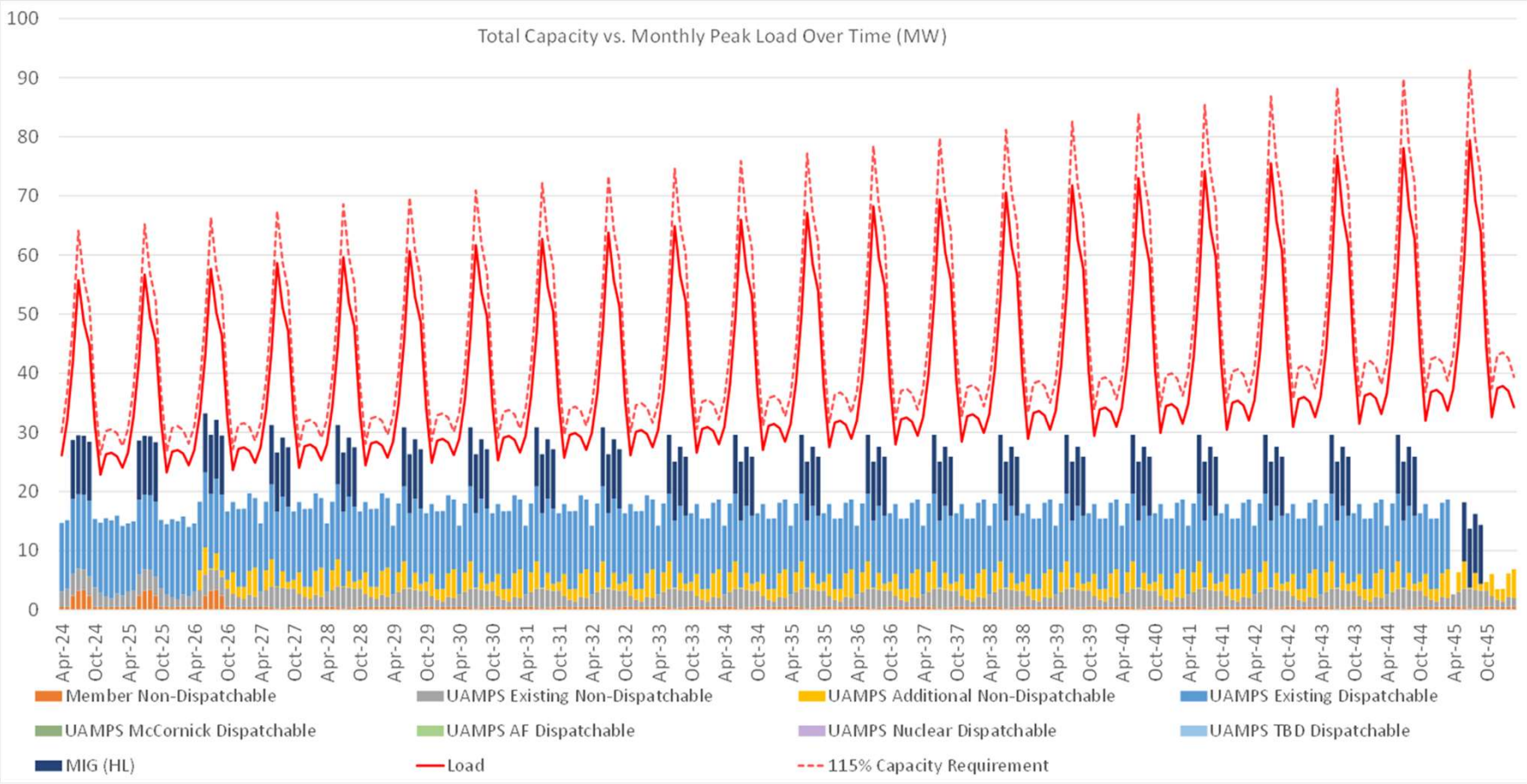
Combined Cycle Facility

- Located in Power County, Idaho
- 360 MW 1x1 frame-style combined cycle plant
- Highly efficient system includes a gas turbine and steam turbine, decreasing overall energy cost
- Natural gas baseload generation is critical to support members' reliable generation needs
- Capable of burning hydrogen mix when available in the future
- Ideally located near natural gas and transmission lines

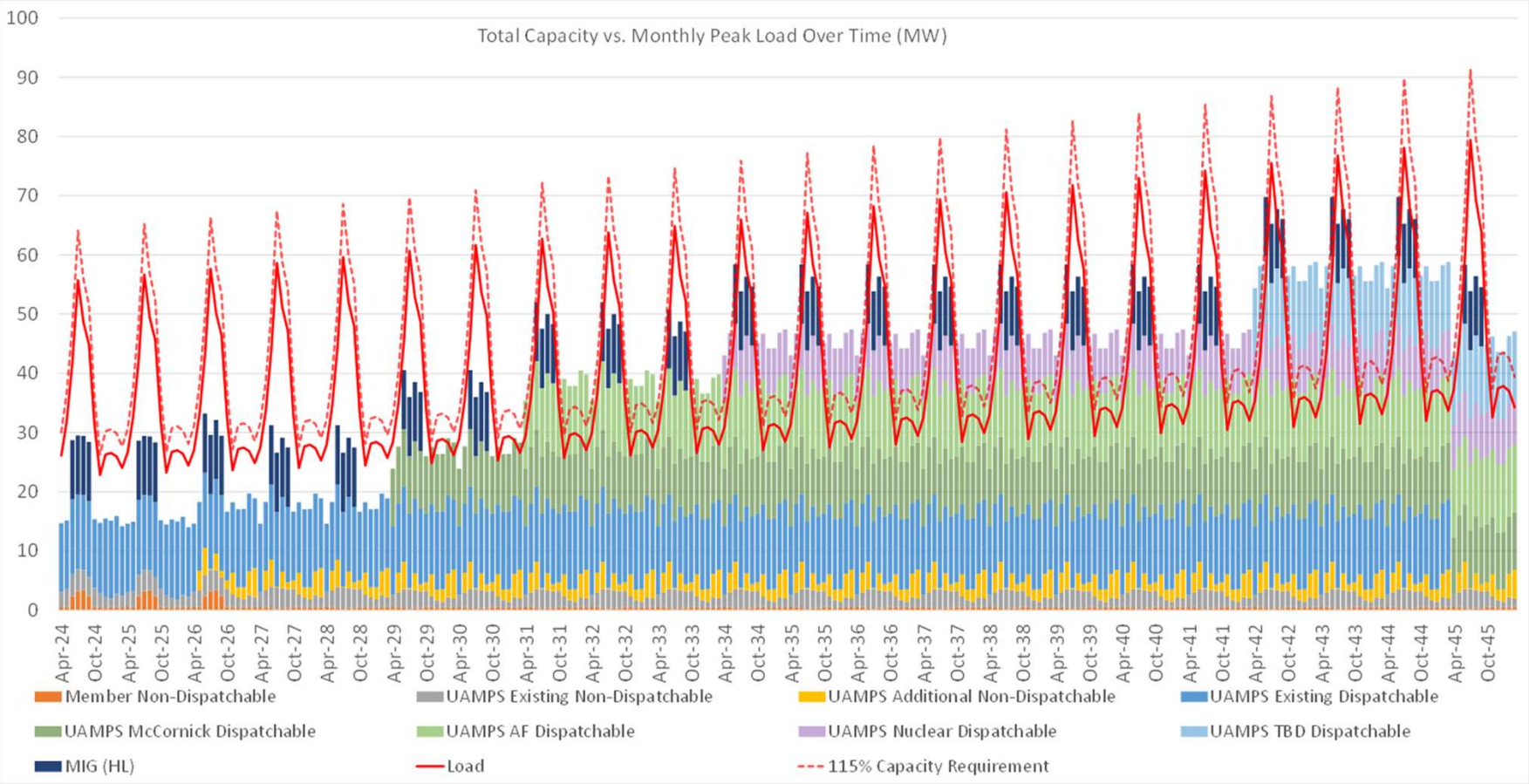
Combined Cycle Facility



Capacity without Additional Dispatchable



Capacity with Additional Dispatchable



Millard County Power Project

EXECUTIVE SUMMARY
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
MILLARD COUNTY POWER PROJECT

October 24, 2024

INTRODUCTION AND OVERVIEW

INTRODUCTION

This Executive Summary provides an overview of UAMPS' proposed Millard County Power Project, summarizes the provisions of the Power Sales Contracts and outlines the Project Agreements. The Millard County Power Project is referred to in this Executive Summary as the *"Peaking Project."* The information contained in this Executive Summary has been prepared for the use of prospective Participants in connection with their decision to participate in the Peaking Project by entering into a Power Sales Contract with UAMPS.

This Executive Summary has six parts:

Part 1: Definitions,

Part 2: Preliminary Peaking Project description,

Part 3: Estimated cost of construction; Budget and Plan of Finance,

Part 4: Interconnection and Transmission,

Part 5: Summary of the Power Sales Contracts, and

Part 6: Outlines of the Project Agreements.

The descriptions and summaries contained in this Executive Summary are preliminary, broad and general, and are subject to change as the Project Agreements and the Budget and Plan of Finance for the Peaking Project are developed and finalized under the supervision of the Peaking Project Management Committee. If you have any questions or require any additional information, please contact Jackie Coombs, UAMPS' Managing Director of Corporate and Member Services, at 801-214-6402 or by e-mail to jackie@uamps.com.

PART 1. DEFINITIONS

As used in this Executive Summary:

Contractor: the contractor under the EPC Contract.

EPC Contract: the Engineering, Procurement and Construction Contract to be entered into by UAMPS and the Contractor with respect to the Peaking Project.

Entitlement Share: each Participant's percentage entitlement to the capability of the Peaking Project.

Interconnection Agreement: the agreement providing for the interconnection of the Peaking Project with the transmission facilities of PacifiCorp.

Kern River Pipeline: an interstate natural gas pipeline running from Opal, Wyoming to the San Joaquin Valley near Bakersfield, California, consisting of 1,717 miles of 36- and 42-inch diameter steel pipe. This pipeline will be the source of natural gas for the Peaking Project via an interconnect.

Operating Agreement: the agreement, if any, providing for the operation and maintenance of all or any portion of the Peaking Project.

Participants: the power purchasers under the Power Sales Contracts.

Peaking Project: the Millard County Power Project.

Power Sales Contracts: the Millard County Power Project Power Sales Contracts between UAMPS and the Participants.

Project Agreements: the EPC Contract, major equipment agreements, the Operating Agreement, the Interconnection Agreement and the Transmission Agreement.

Project Management Committee: the committee established under the Power Sales Contracts, consisting of one representative appointed by each of the Participants.

Transmission Agreements: the Amended and Restated Transmission Service and Operating Agreement between UAMPS and PacifiCorp, and each other transmission contract, agreement or tariff entered into by UAMPS or the Participant that is used or necessary for the delivery of power and energy from the Point of Delivery to the Participant's System Point of Receipt, whether by direct transmission, displacement, exchange or otherwise.

Capitalized terms not defined above have the meanings assigned to them in the Power Sales Contracts.

PART 2. THE PEAKING PROJECT

The following is a summary description of the Peaking Project. This description is subject to change as the Peaking Project is developed and based upon the terms of Permits and Approvals, the EPC Contract and the other Project Agreements. The initial description of the Peaking Project will be approved by the Project Management Committee upon the Effective Date of the Power Sales Contracts and the final Peaking Project description will be approved by the Project Management Committee after the Project achieves commercial operation.

PROJECT DESCRIPTION

The Peaking Project consists of the planning, design, construction and installation of a 200,000 kW generation peaking power plant in Millard County, Utah. The principal components of the Peaking Project include:

1. Preliminary planning and design of the facility with a third-party Owner's Engineer, including site studies, long-lead time ordering of equipment and estimation of project costs.

2. Preliminary site work and preparation, including clearing, fencing, grading and concrete foundations work, as well as final site work upon completion of the Peaking Project.

3. A Peaking Generation System consisting of:
    a. Twelve Reciprocating Internal Combustion Engines (RICE) as the prime movers driving directly-connected electrical generators,
    b. All ancillary equipment associated with the prime mover equipment: fuel system, lubricant system, coolant systems, exhaust silencers, etc.,
    c. Air emission control equipment: Selective Catalytic Reduction (SCR) equipment,
    d. Major electrical systems: switchgear, disconnects and generator step-up transformers,
    e. All balance-of-plant equipment: fire suppression, crane equipment, etc., and
    f. RICE Equipment, control and warehouse buildings.

4. Electric interconnection facilities including a substation, a step-up transformer, control, metering and communications equipment, and a new transmission line to the Pavant substation. See "Transmission and Interconnection" below.

5. A natural gas measurement station and small lateral supplied by Kern River Pipeline.

ENGINEERING, CONSTRUCTION AND FINANCING

Pursuant to the EPC Contract, it is expected that the Contractor will provide all design, engineering, procurement, construction services necessary for the acquisition and construction of

the Peaking Project. If necessary, UAMPS will be responsible for the design and construction work on the remaining components of the Peaking Project.

PERMITS AND APPROVALS

Rights-of-Way. All work performed within the project boundaries (generation, transmission and pipeline) will be done on private land and will not require a federal nexus for permitting.

Air Permits. The Peaking Project will require an air quality permit under Title V of the Clean Air Act as administered by the Utah Division of Air Quality. The location of the project is outside of state-defined areas of nonattainment for Ozone and PM2.5 and UAMPS expects that these permits will be obtained in due course and will not impact the construction schedule for the Peaking Project.

Construction and Use Permits. Construction and operation of the Peaking Project will require building and conditional use permits from Millard County, Utah. UAMPS expects to begin the permitting process upon member subscription and approval and as site-specific design details are determined. The permitting process with Millard is expected to take from three to six months and has been incorporated into project timelines.

Additional Permits. In connection with the construction of the project, it is expected that UAMPS will be required to obtain a storm water pollution prevention plan and a storm water discharge permit under the Clean Water Act (Utah Division of Water Quality) and a wastewater discharge permit and a spill prevention containment control plan (Utah Division of Water Quality). Additional road permits may be required by Millard County and Utah Department of Transportation to facilitate the transport of large equipment to construct the project. UAMPS expects that these permits will be obtained in due course and will not impact the construction schedule for the Peaking Project.

PROJECT CONSTRUCTION SCHEDULE

Various factors will affect the proposed construction schedule and completion date of the Peaking Project. The engineering, procurement and construction of the project is currently estimated to require approximately 24 months after the execution of the EPC Contract. Typical contractual arrangements for an EPC Contract requires UAMPS to make an initial payment to the Contractor upon execution of the EPC Contract to initiate equipment ordering and fabrication. Current challenges for obtaining long-lead items require that UAMPS will submit a purchase order deposit for the Generator Step Up Transformer (GSU) once the preliminary engineering is complete. The GSU for the project is the longest lead item in the schedule and may take up to 120+ weeks depending on demand in the market and supply chain constraints. The Project Management Committee will determine when to authorize the execution of the long-lead purchase order and the EPC Contract and execute the initial payment to the Contractor.

An interconnection application for the project has been made to PacifiCorp. However, the current state of electrical transmission service requests within the PacifiCorp system is the most

significant unknown that may impact the project schedule. While study agreements for large generator interconnects and transmission service are expected to be submitted in late 2024 or 2025, contingent facilities that may arise as a result of these studies could require an unpredictable number of years to complete. UAMPS will follow the results of these studies and adjust spending and the project execution schedules to ensure that the project can be utilized at the earliest date that transmission services are available. UAMPS will advise the Project Management Committee to determine the timing for purchasing long lead equipment and executing the EPC contract based on results from the transmission service studies.

PROJECT CONSULTANTS

UAMPS has retained Burns & McDonnell to assist with the preliminary engineering and to conduct a siting study using transmission and natural gas infrastructure to locate the generation facility and highlighted risks for permitting. Following this work, a technology assessment study was conducted to refine the type and manufacturer of equipment that would meet fuel requirements and generation limits. Finally, a Project Sequencing Plan was developed that utilized a Burns & McDonnell project database to determine high-level costs and develop a high-level project schedule using assumed best-case results from transmission studies.

UAMPS will retain an Owner's Engineer to assist in the writing of the Contractor EPC specifications so that various aspects of the project can be competitively bid. This Owner's Engineer will also help with procuring the long-lead equipment and will provide a specification to the Original Equipment Manufacturer (OEM) that will supply the major equipment (RICE engines, generators, cooling fans, etc.) that will entail the bulk of the equipment that needs procurement on the project.

OPERATION OF THE PEAKING PROJECT

UAMPS may perform the general operation and maintenance work on the Peaking Project with its own employees or may contract with a third party for these services. The operations plan for the Peaking Project will be approved by the Project Management Committee.

PART 3. COST OF CONSTRUCTION, PLAN OF FINANCE AND COST OF ENERGY

ESTIMATED COST OF CONSTRUCTION

Based upon its initial review and analysis of the Peaking Project, UAMPS presently estimates that the total cost of construction of the Peaking Project will be approximately $600 million. The project is projected to be below this amount, but uncertainty in the marketplace (transmission, long-lead procurement and constraints in obtaining contractor resources) have resulted in a conservative approach to estimating project costs to cover currently known contingencies. The following table summarizes the estimated costs of construction of the Peaking Project:

COST CATEGORY	ESTIMATED COST
EPC Contract	$405,000,000
Substation and interconnection	35,000,000
Engineering, permitting and development	10,000,000
Contingency	25,000,000
Financing Costs (interest during construction, fees, etc.)	75,000,000
Owners Costs (insurance, land acquisition, sales taxes, inspection, etc.)	50,000,000
ESTIMATED COSTS OF CONSTRUCTION	$600,000,000

BUDGET AND PLAN OF FINANCE

UAMPS is in the process of developing a Budget and Plan of Finance for the Peaking Project. The Budget and Plan of Finance will be approved by the Project Management Committee as provided in the Power Sales Contract. The initial Budget and Plan of Finance will be based on the estimated costs of construction outlined above and will provide for the Development Costs of the Peaking Project to be financed under one or more lines of credit or credit facilities and for the Costs of Acquisition and Construction of the Peaking Project to be financed with the proceeds of Bonds. The intent of the Budget and Plan of Finance is for all Development Costs and the Costs of Acquisition and Construction, including financing and interest charges, to be financed to the Commercial Operation Date of the Peaking Project such that the Participants will not be billed until after they receive energy from the Peaking Project.

If the Peaking Project is terminated by the Project Management Committee at or prior to the end of the Development Period under the Power Sales Contracts, each Participant will be responsible for the repayment of its Development Cost Share of the Development Costs incurred by UAMPS. If Completion of Development of the Peaking Project occurs, each Participant will pay its Entitlement Share of all of the costs of the Peaking Project, including operating expenses, fuel and debt service costs and transmission charges. See the summary of the Power Sales Contracts below for additional information.

PART 4. TRANSMISSION OF PROJECT POWER AND ENERGY

INTERCONNECTION

The Peaking Project will interconnect with PacifiCorp's existing Pavant Substation utilizing a new ~8 mile 345 kV transmission line. UAMPS has submitted an interconnection request for the Peaking Project under PacifiCorp's Open Access Transmission Tariff. An initial scoping study will be performed, and PacifiCorp will prepare a system impact study that will determine the transmission facilities necessary to interconnect the Peaking Project. UAMPS expects that the system impact study will be completed by December of 2025.

The Peaking Project will also interconnect and be supplied by Kern River Gas Transmission Pipeline's (Kern) 24 inch natural gas lateral. UAMPS will sign an Interconnection Agreement and pay for facilities with Kern after project is approved and work can be performed within the required project schedule.

TRANSMISSION

UAMPS has a network transmission agreement with PacifiCorp that will provide network service to Participants connected to the PacifiCorp transmission system in Utah. All Utah Participants are currently points of delivery on the network transmission agreement.

Transmission service charges for the Peaking Project will determined under the network transmission agreement.

PART 5. THE POWER SALES CONTRACTS

The following provides a summary of the basic terms and provisions of the Power Sales Contracts between UAMPS and its the Participants, but does not describe all of the provisions of the Power Sales Contracts. Participants should refer to the text of the Power Sales Contracts for their complete provisions.

THE PROJECT

A summary description of the Peaking Project and its components will be approved by the Project Management Committee and attached to the Power Sales Contract as EXHIBIT I.

SALE OF OUTPUT

UAMPS will sell the Electric Power and Electric Energy from the Peaking Project to the Participants pursuant to the Power Sales Contracts.

TERM

The Power Sales Contracts will become effective upon the receipt by UAMPS of executed Power Sales Contracts, authorizing resolutions, certificates and legal opinions from Participants that have requested Development Shares (in kW) totaling at least 85% of the expected Project Capability (the *"Minimum Subscription"*).

Each of the Power Sales Contracts will have a term that extends to the later of (a) the final payment of the Bonds and (b) the date the Peaking Project and any Additional Facilities are permanently removed from service and decommissioned.

DEVELOPMENT SHARES AND ENTITLEMENT SHARES

In connection with its decision to enter into the Power Sales Contract, each Participant requests a Development Share (in kW) in the expected Project Capability of the Peaking Project. In the event that the requested Development Shares are greater than the Minimum Subscription but less than the expected Project Capability, UAMPS will seek subscription from additional participants under Power Sales Contracts or joint ownership arrangements. If the Peaking Project is not fully subscribed by the time that Completion of Development occurs, UAMPS will downsize the Project Capability to align it with project subscription.

Each Participant's Development Share is a contractual right to participate in the development of the Peaking Project and in the decision-making over the development of the Peaking Project through the Participant's Representative on the Project Management Committee. Each Participant's Development Cost Share (the ratio of a Participant's Development Share to the Development Shares of all Participants) is a contractual obligation to pay for a corresponding percentage of all of the costs of the ownership, financing and operation of the Peaking Project.

If the Project Management Committee determines that Completion of Development of the Peaking Project has occurred (*i.e.*, development of the Peaking Project is complete and ready to proceed to construction), each Participant's Development Share will automatically convert to an Entitlement Share with the same amount of kW capacity as its Development Share. The Entitlement Share is a contractual right to receive a specific percentage of the Project capability and a contractual obligation to take or pay for a corresponding percentage of all of the costs of the ownership, financing and operation of the Peaking Project.

FINANCING

UAMPS will use its best efforts to finance the Development Costs and the Costs of Acquisition and Construction of the Peaking Project under lines of credit and the issuance of revenue bonds (*"Bonds"*). The amount of Bonds issued by UAMPS will be reduced by the amount of any Capital Contributions made by Participants. Additional Bonds may be issued as parity or subordinated obligations to pay future costs of the Peaking Project. Refunding Bonds may be issued by UAMPS to reduce debt service costs or to achieve other objectives.

SECURITY FOR BONDS

The Bonds will be secured by a pledge of all of the revenues produced by the operation of the Peaking Project, including the amounts paid under the Power Sales Contracts. The Bonds will be special obligations of UAMPS and will have no claim on any of the revenues or assets of UAMPS from its other projects. The Bonds will not be debts or obligations of the Participants.

CAPITAL CONTRIBUTION OPTION

Prior to UAMPS' issuance of Bonds to finance the Cost of Acquisition and Construction, each Participant has the option (but not an obligation) to make a Capital Contribution to UAMPS. Capital Contributions will be used by UAMPS to pay the Cost of Acquisition and Construction of the Peaking Project, and the amount of Bonds UAMPS issues will be reduced by the amount of Capital Contributions made by the Participants.

UAMPS will provide at least 30 days' written notice to the Participants of their right to elect to make a Capital Contribution and the amount of their Capital Contributions. A Participant's election to make a Capital Contribution must be made by a written resolution adopted by its governing body. Each Participant that has elected to make a Capital Contribution will be required to deposit the payment in a segregated escrow account established under the financing documents for the Bonds.

The Project Management Committee will determine whether to make a capital contribution option available to the Participants in connection with the issuance of Additional Bonds.

PRICE

The Entitlement Share will be sold at cost. Each Participant will pay its proportionate share (the ratio of its Entitlement Share to the sum of all Entitlement Shares) of all of the costs of the Peaking Project, including:

- amounts payable by UAMPS under the Project Agreements;
- other operation and maintenance expenses of the Peaking Project, including fuel costs and working capital charges;
- Debt Service Costs with respect to Bonds issued to finance the costs of the Peaking Project;
- costs of capital improvements, replacements and additions to the Peaking Project, and reserves for such costs, approved by the Project Management Committee; and
- all other costs incurred in connection with the Peaking Project.

Costs will be allocated proportionately to all Entitlement Shares, except that the allocation of Debt Service Costs on the Bonds will be adjusted to reflect Capital Contributions made by any Participants. Each Participant will pay also pay the Transmission Costs for the transmission of Project output from the Point of Delivery to the Participant's system. The amounts paid by the Participants will be sufficient to enable UAMPS to pay all of the costs of the ownership, operation and financing of the Peaking Project.

BILLINGS AND PAYMENTS

Billings and payments will be made monthly. All payments will be made on a "take-or-pay" basis (*i.e.*, regardless of whether the Peaking Project is operable, operating, damaged or destroyed in whole or in part) and are not subject to counterclaim, offset or reduction for any reason.

The payment obligations of Participants under the Power Sales Contracts are several and not joint.

PROJECT MANAGEMENT COMMITTEE

The Project Management Committee will function in the same manner as the project management committees for UAMPS' other projects, and pursuant to the provisions of UAMPS' Joint Action Agreement and Bylaws that govern project management committees. The Project Management Committee will recommend decisions on the Peaking Project to the UAMPS Board of Directors. The Project Management Committee will have complete and comprehensive decision-making authority over the Peaking Project.

Promptly after the Effective Date of the Power Sales Contracts, the Project Management Committee is required to establish a maximum target price for the cost of energy ($/MWh) from the Project (the *"Target Price"*) and development milestones for determining whether the expected cost of energy from the Project exceeds the Target Price. A determination by the Project Management Committee that the Target Price is exceeded as of any determination date constitutes a determination by the Project Management Committee to terminate the Project.

ANNUAL BUDGETS

UAMPS will develop, and the Project Management Committee and the Board of Directors will approve, annual budgets for the Peaking Project that will cover all of the costs of the Peaking Project (see "PRICE" above). The annual budget will be the basis for the monthly billings and payments for the Peaking Project. The annual budget may be revised from time to time as necessary to reflect the actual costs of the Peaking Project.

PROJECT OUTPUT

Each Participant will assign the output attributable to its Entitlement Share to the UAMPS Power Pool for operating and scheduling purposes.

Under the Power Sales Contract Project output will be delivered to each Participant at the Point of Delivery (the point of interconnection between the Peaking Project and the transmission grid). Each Participant will be responsible for, and will pay all costs of, the transmission of Project output from the Point of Delivery to the Participant's System Point of Receipt.

CAPITAL REPLACEMENTS, IMPROVEMENTS AND ADDITIONS

The Project Management Committee will have authority to approve capital replacements, improvements and additions to the Peaking Project and to determine whether to expense or capitalize and finance the cost of capital items. In the event that such items are financed by the issuance of Bonds, the Project Management Committee will determine whether to make a capital contribution option available to the Participants.

ADDITIONAL FACILITIES

UAMPS may from time to time recommend the acquisition and construction of Additional Facilities to improve or add to the Peaking Project. All Additional Facilities require the approval of the Project Management Committee.

DEFAULTS AND REMEDIES; STEP-UP OF NON-DEFAULTING PARTICIPANTS

Upon a default by any Participant, UAMPS is authorized to exercise various remedies in order to ensure that it will have sufficient revenues to meet its obligations as owner of the Peaking Project and to pay the debt service on the Bonds. Among other things, UAMPS is authorized to terminate a defaulting Participant's Entitlement Share and to make a mandatory reallocation of

such Entitlement Share to the other Participants. No Participant's original Entitlement Share (as adjusted to reflect any voluntary assignments of Entitlement Shares previously accepted by the Participant) may be increased by more than a specified percentage (which is expected to be less than 25%) as a result of all permanent mandatory reallocations of defaulting Participants' Entitlement Shares.

PART 6. THE PROJECT AGREEMENTS

The following outlines the purpose and expected terms of the Project Agreements. The Project Agreements have not yet been drafted and will be subject to negotiation. The Project Management Committee's approval is required before execution of any of the Project Agreements.

THE EPC CONTRACT

UAMPS will enter into the EPC Contract with the Contractor to design, engineer, acquire, construct, commission, test and deliver the RICE peak power generating facility using a contractual arrangement that emphasizes professional expertise, leverages efficiencies using prior designs and competitively bids at least 80% of the construction phases and materials of the project.

Under the EPC Contractual arrangement, the Contractor will perform generally all necessary and incidental work to bring the generating facility to full completion and commercial operation. The work will be completed in accordance with a project schedule with specified milestones and completion dates. The Contractor may be required to pay damages in the event an item is not completed by its guaranteed completion date, and the amount of such damages may be limited.

It is expected that the Contractor will provide certain warranties with respect to the certain components of the generating facility and with respect to the work it performs under the EPC Contract, subject to standard exclusions.

Prior to substantial completion, the Contractor will be required to conduct a range of tests to confirm mechanical completion and the performance of the combined cycle generating facility. The Contractor is required to take remedial actions to correct performance test failures. The EPC Contract will establish various testing protocols and procedures.

It is expected that EPC Contract will require satisfaction of a number of conditions before the Contractor can certify substantial completion of the generating facility, including: (a) the generating facility can be operated in a safe and efficient manner in accordance with its plans and specifications, applicable laws and regulations; (b) the performance tests have been successfully passed and approved by UAMPS and the net deliverable capacity equals or exceeds the guaranteed minimum capacity; (c) the generating facility is capable of delivering electricity to the point of connection with the electrical grid; (d) the generating facility has received all certificates and governmental authorizations to be provided by the Contractor; (e) all quality assurance documentation has been provided to UAMPS in accordance with the quality control and quality assurance plan; (f) the Contractor has provided all training required under the EPC Contract; (g) the Contractor and UAMPS have agreed to a list of punchlist items, including estimated costs and schedules completion; and (h) the generating facility has been properly constructed with no defects and all work is mechanically, electrically and structurally sound as set forth in the plans and specifications.

The EPC Contract is expected to include a guaranteed minimum capacity for the generating facility at specified design point conditions. The EPC Contractor will be required to take remedial

actions or, in certain circumstances, to pay liquidated damages if the generating facility fails to meet the capacity guarantee.

UAMPS will be responsible to pay the Contractor under the contractual arrangement cost , to be set forth in the EPC Contract. The contract price may be adjusted to account for, possibly among other things, scope of work changes from time to time under the EPC Contract. In addition to the contract price, UAMPS may be responsible to pay other costs, such as interest on delayed payments, sales tax reimbursement, costs associated with indemnification and a termination payment in the event the EPC Contract is terminated by UAMPS without cause, as authorized by the EPC Contract.

The contract price will be payable from time to time pursuant to a payment schedule provided in the EPC Contract. A percentage of each payment may be withheld as retainage, as security for the performance of Contractor's obligations under the EPC Contract. The retained amounts will be fully released upon final completion of all work under the EPC Contract by the Contractor.

The EPC Contract will specify events that constitute a default by either party, including, with respect to the Contractor, a material breach by it under the EPC Contract and, with respect to UAMPS, the failure to make payment when due (in each case, subject to specified cure periods). In the event of a Contractor default, UAMPS may terminate the EPC Contract and take possession and use of various equipment located at the job site for the purpose of completing the remaining work, subject to the terms and conditions provided in the EPC Contract. In the event of a default by UAMPS, the Contractor may suspend service and/or terminate the EPC Contract, in which case the Contractor shall be entitled to a termination payment as specified in the EPC Contract.

THE OPERATING AGREEMENT

UAMPS may enter into an Operating Agreement to provide for the general day-to-day operation and management of the Peaking Project until an operations team has been integrated into UAMPS organization. The terms of the Operating Agreement and the identity of the operator will be approved by the Project Management Committee.

THE INTERCONNECTION AGREEMENT

The Interconnection Agreement will be the standard form Interconnection Agreement under PacifiCorp's OATT.

UAMPS will be responsible to pay for all facilities and equipment needed for the interconnection and its own operating expenses. The Interconnection Agreement will have an initial term of 10 years, and automatically renew for successive one-year terms after the expiration of the initial term.

APPROVAL COPY

MILLARD COUNTY POWER PROJECT
POWER SALES CONTRACT

BETWEEN

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

AND

HURRICANE CITY, UTAH

DATED AS OF DECEMBER 1, 2024

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MILLARD COUNTY POWER PROJECT
POWER SALES CONTRACT

This POWER SALES CONTRACT made and entered into as of December 1, 2024, is by and between UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS, a political subdivision of the State of Utah (*"UAMPS"*) and HURRICANE CITY, a political subdivision of the State of Utah (the *"Participant"*).

RECITALS*

WHEREAS, UAMPS was organized by the Members under the Act and the Joint Action Agreement as a separate legal entity to accomplish the Members' joint and cooperative action, including securing power supply resources for the Members' present and future needs;

WHEREAS, UAMPS is organized as an energy services interlocal entity under the Act with the power, among other things, to (i) acquire supplies of electric power and energy by the acquisition or construction of electric generation and transmission facilities or by contracting for the purchase of electric power and energy and (ii) enter into contracts for the sale of the output, services and other benefits provided by such facilities or contracts to public agencies and others inside or outside the State of Utah;

WHEREAS, the Participant is authorized by applicable law to develop, acquire, construct, own and operate electric generating, transmission and related facilities and ownership interests therein and has entered into the Joint Action Agreement to provide for the joint exercise of such powers through UAMPS;

WHEREAS, UAMPS has adopted an integrated resource plan that identifies the need for an additional peaking generating resource to serve the electricity supply requirements of its Members, and has conducted studies to determine the optimal facilities, equipment and location for the additional generating resource;

WHEREAS, in order to develop a long-term source of reliable, cost-effective electricity for the benefit of those Members that elect to participate in the Project (the *"Participants,"* as defined herein), UAMPS has through its Resource Project examined and is continuing to examine the feasibility of the development, construction and operation of a natural gas-fired electric generating facility consisting of multiple reciprocating internal combustion engines to be located in Millard County, Utah (the *"Project"*);

WHEREAS, pursuant to the Power Sales Contracts, UAMPS will continue with the development of the Project and, if the Project Management Committee determines the Project to be feasible, will proceed with the acquisition, construction and operation of the Project and will sell Electric Energy from the Project to the Participants;

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* Capitalized terms used and not defined in the Recitals have the meanings assigned to them in Section 1.

WHEREAS, in order to finance the Development Costs and the Cost of Acquisition and Construction of the Project, UAMPS will enter into the Financing Documents and may issue revenue bonds, notes or other obligations payable from a pledge of the payments to be made by the Participants under the Power Sales Contracts and any other revenues received by UAMPS in connection with the Project;

WHEREAS, prior to its authorization of the execution, delivery and performance by the Participant of this Power Sales Contract, the governing body of the Participant has reviewed (or caused a review to be made of) various descriptions and summaries of the Project, the Project Agreements and this Power Sales Contract, and the Participant's current and reasonably anticipated future requirements for Electric Power and Electric Energy, and the governing body of the Participant has determined that it is necessary and desirable for the Participant to enter into this Power Sales Contract in order to obtain a long-term, cost-based supply of Electric Energy by the acquisition of an Entitlement Share pursuant to the terms and conditions of this Power Sales Contract;

WHEREAS, UAMPS will cause the Project to be operated in accordance with Good Utility Practice and will schedule the Project Output in accordance with the Operating and Scheduling Procedures, all for the joint and ratable benefit of the Participants; and

WHEREAS, UAMPS and the Participant are duly authorized under applicable provisions of law, to execute, deliver and perform this Power Sales Contract and their respective governing bodies and any regulatory agencies having jurisdiction have taken all necessary actions and given all necessary approvals in order to constitute this Power Sales Contract as the legal, valid and binding obligation of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties to this Power Sales Contract as follows:

Section 1. Definitions and Rules of Construction. (a). As used in this Power Sales Contract and in the Recitals set out above:

"Act" means the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and other applicable provisions of law.

"Additional Bonds" means additional Bonds from time to time issued by UAMPS pursuant to the Financing Documents and in accordance with Section 18.

"Additional Facilities" means capital additions, betterments and replacements and other capital items directly and functionally related to the Project, including electric transmission, fuel transportation, storage, fuel storage and related facilities, additional electric generating and related facilities located at the Project site, long-term supplies of natural gas or other fuel for the use of the Project and any other facilities, improvements and properties designated by the Project Management Committee as Additional Facilities under the Power Sales Contracts.

"Annual Budget" means the budget adopted by UAMPS for each Contract Year pursuant to the provisions of Section 24.

"Authorized Officer of UAMPS" means the Chairman of the Board of Directors, the Vice Chairman of the Board, the Secretary, the Treasurer and the Chief Executive Officer of UAMPS and any other officer or employee authorized or having delegated authority to perform specific acts or duties under the Power Sales Contracts by resolution duly adopted by the Board.

"Billing Period" means such period of time as shall be established from time to time by UAMPS for the preparation, calculation and billing of the amounts payable by the Participant hereunder.

"Board" means the Board of Directors of UAMPS or such other governing body of UAMPS as may be established from time to time pursuant to the Joint Action Agreement and the Act.

"Bond Counsel" means a firm of attorneys of recognized standing in matters relating to the tax status of municipal bonds, experienced in matters relating to public power systems and selected by UAMPS.

"Bond Fund" means the funds and accounts created by the Financing Documents for the payment of debt service on Bonds and reserves therefor.

"Bonds" means (i) bonds, notes, repayment obligations under loan agreements and lines of credit, and other debt obligations issued or incurred from time to time by UAMPS pursuant to the Financing Documents to finance Development Costs and the Cost of Acquisition and Construction, regardless of whether such bonds, notes and other obligations are senior or subordinated obligations, (ii) Additional Bonds and (iii) Refunding Bonds.

"Budget and Plan of Finance" means the comprehensive budget and plan of finance for the Development Costs, the Construction Costs and other items of the Cost of Acquisition and Construction approved from time to time by the Project Management Committee, together with proposed financing arrangements for Development Costs during the Development Period and for Construction Costs during the Construction Period, all as more fully described in Section 15.

"Capital Contribution" means (i) a capital contribution in respect of the Cost of Acquisition and Construction of, the Initial Facilities that is paid to UAMPS by the Participant pursuant to Section 17 and (ii) a capital contribution paid to UAMPS in connection with the issuance of Additional Bonds or Refunding Bonds as may be authorized by the Project Management Committee pursuant to Section 17(g).

"Capital Contribution Percentage" means with respect to each series of Bonds, a percentage calculated by UAMPS obtained by dividing (i) the dollar amount of the Capital Contribution made by the Participant, by (ii) the Reference Project Costs, all as more fully provided in Section 17(e).

"Code" means the Internal Revenue Code of 1986, as amended. References herein to the Code are deemed to include the applicable U.S. Treasury Regulations thereunder.

"Commercial Operation" means, with respect to the Initial Facilities, the date on which the Initial Facilities (i) have been substantially completed pursuant to the EPC Agreement and any other Construction Agreements that may be applicable, including the satisfaction of all required performance tests thereunder, (ii) are capable of continuous firm operation, (iii) are interconnected and synchronized with, and capable of delivering Electric Energy to, the transmission grid, (iv) have received all Permits and Approvals required for their operation, and (v) meet such additional requirements as may be established by the Project Management Committee. The criteria and standards for the Commercial Operation of any Additional Facilities shall be developed by UAMPS and submitted to the Project Management Committee for its review and approval.

"Commercial Operation Date" means, with respect to the Initial Facilities and any Additional Facilities, the date on which all of the Initial Facilities and any Additional Facilities achieve Commercial Operation, as determined by the Project Management Committee.

"Commercially Reasonable" or *"Commercially Reasonable Efforts"* means, with respect to any action required to be made, attempted or taken by a party under this Contract or one of the Project Agreements, such efforts as a reasonably prudent business would undertake, consistent with Good Utility Practice, for the protection of its own interest under the conditions affecting such action, including without limitation, the amount of notice of the need to take such action, the duration and type of the action, the competitive environment in which such action occurs, the terms and provisions of the Project Agreements and the Financing Documents, the contractual and legal obligations of, and the risk to, such party in connection with such action; *provided, however,* an obligation to act in a "Commercially Reasonable" manner or to exercise "Commercially Reasonable Efforts" does not include taking actions that would, individually or in the aggregate, cause the party subject to such obligation to incur costs, or suffer any other detriment, that is out of reasonable proportion to the benefits to the other party under this Contract or the Project Agreements.

"Completion of Development" means, with respect to the Initial Facilities (i) the completion of all Development Work, (ii) the receipt of all Permits and Approvals necessary for the construction of the Project, (iii) the completion of definitive forms of the principal Construction Agreements, (iv) the completion of the definitive Budget and Plan of Finance for the Cost of Acquisition and Construction, and (v) a determination by the Project Management Committee that the Project is feasible and that the construction of the Initial Facilities should proceed, all as more fully described in Section 6.

"Construction Agreements" means the EPC Agreement and each other agreement entered into by UAMPS for the acquisition and construction of any part of the Initial Facilities and any Additional Facilities.

"Construction Costs" means all of the Cost of Acquisition and Construction of the Initial Facilities incurred during the Construction Period.

"Construction Period" means the period beginning on the date that the Project Management Committee determines that the Completion of Development has occurred and UAMPS delivers the task order directing the EPC Contractor to proceed with construction under the EPC Agreement and ending on the Commercial Operation Date.

"Contract" means this Millard County Project Power Sales Contract dated as of December 1, 2024 between UAMPS and the Participant and any amendments permitted pursuant to Section 43.

"Contract Resolution" means the resolution of the Participant's governing body approving and authorizing the execution of this Contract, in substantially the form attached to EXHIBIT III.

"Contract Year" means the Fiscal Year of UAMPS, except that the first Contract Year shall commence on the Effective Date and shall end on the last day of the then-current Fiscal Year. In the event that UAMPS changes its Fiscal Year for accounting purposes, the Contract Year shall, without further action, be amended to conform to such Fiscal Year.

"Cost of Acquisition and Construction" means all costs and expenses paid or incurred by UAMPS in connection with the acquisition and construction of the Project, whether prior or subsequent to the Effective Date, including all Development Costs. "Cost of Acquisition and Construction" includes all costs incurred by UAMPS in connection with planning, designing, acquiring, constructing and placing in operation the Initial Facilities and any Additional Facilities, and amounts paid or payable under the Construction Agreements (including all costs, fees, compensation and incentives payable to the EPC Contractor under the EPC Agreement). "Cost of Acquisition and Construction" includes, without duplication of any cost, the following:

(1) working capital and reserve requirements of the Project, including, without limitation, amounts for deposit into the Reserve and Contingency Fund and those items set forth in the definition of Operation and Maintenance Costs, as may be determined from time to time by UAMPS;

(2) interest accruing in whole or in part on Bonds issued to pay all or any portion of the Cost of Acquisition and Construction or the Cost of Additional Facilities prior to and during the acquisition and construction thereof and for such additional period as UAMPS may determine to be reasonably necessary for placing the Project or the Additional Facilities in operation in accordance with the provisions of the Budget and Plan of Finance;

(3) the deposit or deposits, if any, required to be made under the Financing Documents from the proceeds of Bonds into any fund or account established pursuant to the Financing Documents to meet debt service reserve requirements for the Bonds and premiums and fees payable for any credit or liquidity facilities with respect to the Bonds;

(4) the deposit or deposits into the Bond Fund and any other fund or account required to be funded by the Financing Documents;

(5) the payment of principal or redemption price of and interest on any Bonds issued as bond anticipation notes;

(6) planning and development costs, engineering fees, contractors' fees, fiduciaries' fees, auditors' and accountants' fees, costs of obtaining all permits and approvals, the cost of real property, labor, materials, equipment, supplies, training and testing costs, insurance premiums, legal, financial advisory and financing costs and issuance costs of the Bonds, amounts payable under the Real Estate Agreements, administrative and general costs, and all other costs properly allocable to the acquisition and construction of the Project and placing the same in operation;

(7) all costs relating to litigation, claims or judgments not otherwise covered by insurance and arising out of the acquisition, construction or operation of the Project or otherwise related to the Project, the Project Agreements, the Power Sales Contracts or the transactions contemplated thereby;

(8) payment to UAMPS or any Participant to reimburse advances and payments made or incurred for costs preliminary or incidental to the acquisition and construction of the Project;

(9) legally required or permitted federal, state and local taxes, or payments in lieu of such taxes, relating to the Project incurred during the period of the acquisition or construction thereof;

(10) the cost of long-term supplies of natural gas or other fuel supplies necessary or desirable in connection with the operation of the Project and the costs of transporting fuel supplies to the Project and prepayments and advance payments therefor, including the costs of pipelines, laterals, receiving stations or capacity rights therein; and

(11) all other costs incurred by UAMPS, and properly allocable to the acquisition and construction of the Project, including all costs financed by the issuance of Additional Bonds.

"Debt Service Costs" means, for each Billing Period of each Contract Year, an amount equal to the sum of:

(1) the interest accruing on the Bonds during such Billing Period, except to the extent that amounts are on deposit under the Financing Documents to pay such interest, together with any other amounts required by the Financing Documents to be deposited into the Bond Fund in respect of the interest payments on the Bonds;

(2) the portion of the next due principal installment on the Bonds, together with any other amounts required by the Financing Documents to be deposited into the Bond Fund in respect of the principal payments on the Bonds; provided however, that the amount included in Debt Service Costs pursuant to this clause (2) shall not include the principal of

Bonds becoming due and payable solely as a result of the acceleration of the maturity thereof;

(3) the scheduled amounts falling due during such Billing Period under any Interest Rate Contract with respect to the Bonds;

(4) any additional amounts necessary or required to be deposited into the Bond Fund or the Subordinated Indebtedness Fund under the provisions of the Financing Documents;

(5) Trustee, paying agent, escrow agent and other fiduciaries' fees and expenses payable under the Financing Documents; fees and expenses of remarketing agents, broker-dealers, auction agents and other providing services with respect to Bonds;

(6) the amounts required to be paid to maintain any credit or liquidity facilities for and ratings on the Bonds and other costs payable by UAMPS from time to time in connection with the Bonds; and

(7) the amounts required to be paid under any Financing Document that is a credit agreement, credit facility, loan agreement or other instrument or facility used to finance Development Costs, including the repayment of all drawings thereunder, the interest on such drawings and the fees, expenses and other charges payable by UAMPS thereunder;

provided, however, that the additional interest expense on or in respect of any Bonds that are subject to federal income taxation (and not eligible for tax credits or interest subsidy payments) may, as determined by the Project Management Committee pursuant to Section 16(d), be allocated to those Participants whose legal status or use of the Project Capability or the Project Output adversely affects the Tax Status of such Bonds. In the event of such allocation, the Debt Service Costs payable by such Participants shall be increased to include amounts sufficient to pay any such additional interest expense.

"Debt Service Percentage" means, with respect to each Participant and as of any date of determination, the percentage obtained by subtracting the Participant's Capital Contribution Percentage from the Participant's Entitlement Share. The Participant's initial Debt Service Percentage will be calculated at the time that it pays a Capital Contribution and will be set forth on SCHEDULE I. The Debt Service Percentages for the Participants may be calculated separately for each separate series of Bonds.

"Debt Service Share" means, with respect to each Participant and as of any date of determination, the percentage of Debt Service Costs payable by the Participant, determined by dividing the Participant's Debt Service Percentage (expressed as a decimal) by the sum (expressed as a decimal) of the Debt Service Percentages of all Participants, including the Participant whose Debt Service Share is being determined. The Participant's initial Debt Service Share will be calculated at the time that it pays a Capital Contribution and will be set forth on SCHEDULE I. The

Debt Service Shares for the Participants may be calculated separately for each separate series of Bonds.

"Decommission" means all actions necessary to safely retire and remove the Project from service, restore the Project site, satisfy the decommissioning requirements of the Permits and Approvals and satisfy all requirements of the regulatory agencies having jurisdiction over the decommissioning of the Project.

"Decommissioning Costs" means the costs and expenses of Decommissioning the Project.

"Decommissioning Fund" means the fund or funds established by UAMPS for the payment of Decommissioning Costs as provided in Section 22.

"Decommissioning Period" means the period beginning at the end of the Operating Period and continuing to the date on which the Project has been Decommissioned and all Decommissioning Costs have been paid.

"Development Cost Share" means with respect to each Participant, the percentage of Development Costs payable by the Participant during the Development Period, determined by dividing the Participant's Development Share by the sum of the Development Shares of all Participants. The Participant's initial Development Cost Share will be set forth on SCHEDULE D.

"Development Costs" means all costs, fees and expenses incurred by UAMPS in performing the Development Work, including (i) costs, fees and expenses incurred by UAMPS in connection with its initial consideration and examination of the Project through its Resource Project, (ii) the costs of transmission and interconnection studies and deposits for such costs and (iii) pre-construction costs approved by the Project Management Committee, including deposits, advance payments and prepayments for items of the Cost of Acquisition and Construction of the Initial Facilities.

"Development Period" means the period beginning on the Effective Date and ending on the earlier of (i) the date that the Project Management Committee determines that the Completion of Development has occurred or (ii) the date that the Project Management Committee determines to terminate the Project, all as provided in Section 6.

"Development Share" means the quantity of Electric Power from the Project elected by the Participant as of the Effective Date and shown opposite the name of the Participant in SCHEDULE D attached hereto.

"Development Work" means all work and services necessary or desirable in connection with:

(i) the selection of the site for the Project, the negotiation of the Real Estate Agreements and all other work necessary to secure all rights and interests to the real property necessary for the Project;

(ii) obtaining the transmission and interconnection agreement(s) necessary to deliver Electric Energy from the Project to Participants;

(iii) the estimating, design and engineering work to be performed with respect to the Initial Facilities;

(iv) the development and negotiation of definitive Project Agreements and any other contracts and agreements necessary in connection with the Project;

(v) obtaining all Permits and Approvals necessary for the construction and operation of the Project;

(vi) the continued development of and updates to the Budget and Plan of Finance; and

(vii) such other work and services as shall be approved by the Project Management Committee.

"Effective Date" means (i) with respect to the initial Power Sales Contracts, the date established pursuant to the provisions of Section 2(a), and (ii) with respect to any Power Sales Contract executed by a Participant after the Effective Date, such date as shall be approved by the Project Management Committee.

"Electric Energy" means electric energy expressed in kilowatt-hours (kWh).

"Electric Power" means electric power expressed in kilowatts (kW).

"Electric System" means the Participant's electric utility system as established, maintained and operated pursuant to applicable State and local law. With respect to any Participant that does not own and operate an electric utility system that serves retail customers, the term "Electric System" shall be deemed to refer to the applicable utility system designated in its Power Sales Contract.

"Engineering Studies and Reports" means collectively, the written studies, analysis, summaries and reports (a) regarding the Participant's current power supply resources and projected power supply requirements provided by UAMPS in connection with the Participant's consideration of this Power Sales Contract and (b) regarding such aspects of the Project as the Project Management Committee shall deem necessary or advisable in connection with its governance and oversight of the Project.

"Enterprise Fund" means the electric enterprise fund of the Participant as established and maintained pursuant to applicable State and local law. With respect to any Participant that does maintain an electric enterprise fund, the term "Enterprise Fund" shall be deemed to refer to the applicable enterprise fund designated in its Power Sales Contract.

"Entitlement Share" means, with respect to each Participant and as the context may require, either the amount of Electric Power or the percentage of the initial Project Capability shown opposite the name of such Participant to be set forth in the SCHEDULE I that shall be approved by the Project Management Committee in connection with the Completion of Development, as the same may be revised from time to time in accordance with the provisions of this Power Sales Contract.

"EPC Agreement" means the agreement between UAMPS and the EPC Contractor with respect to the engineering, procurement and construction of the Initial Facilities.

"EPC Contractor" means the firm or corporation appointed as the engineering, procurement and construction contractor pursuant to the EPC Agreement.

"Final Completion" (or such similar term as may be used in the EPC Agreement) means the final completion of the Initial Facilities as determined pursuant to the EPC Agreement.

"Financing Documents" means the bond resolution, indenture, trust agreement or other instrument or instruments providing for the issuance of and the security for the Bonds and all amendments thereof and supplements thereto.

"Fiscal Year" means the annual accounting period of UAMPS as from time to time in effect, initially a period commencing on April 1 of each calendar year and ending on March 31 of the next succeeding calendar year.

"Fuel Agent" means any entity appointed by UAMPS to manage or facilitate the acquisition, transportation and storage of fuel for the operation of the Project and/or the management of the costs of fuel for the Project.

"Fuel Agreement" means any agreement entered into by or on behalf of UAMPS for the acquisition, transportation or storage of fuel for the Project, and also includes tolling agreements and any agreement entered into by UAMPS to manage the cost of fuel for the Project, including options, caps, collars, swaps and similar agreements.

"Good Utility Practice" means, as of any particular time, any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry at such time, or which, in the exercise of reasonable judgment in light of facts known at such time, could have been expected to accomplish the desired results at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others or to be limited to the lowest-cost practice, method or act, but rather to be a spectrum of possible practices, methods and acts, having due regard for manufacturers' warranties and the jurisdiction.

"Initial Facilities" means the real and personal property, facilities, structures, improvements and equipment to be acquired and constructed in connection with the initial operation of the Project as generally described on EXHIBIT I. In connection with the Completion

of Development and at such other times as it deems necessary, UAMPS shall submit updates to EXHIBIT I to the Project Management Committee for approval.

"Interconnection Agreement" means each agreement providing for the interconnection of the Project with the facilities of a transmission provider and all supplements and amendments thereto, together with any successor or replacement agreement providing for the interconnection of the Project with the transmission grid.

"Interest Rate Contract" means any International Swap Dealers Association (ISDA) Master Agreement, together with the schedules and confirmations thereto, that is an interest rate swap, cap, floor, collar or similar agreement to manage or hedge interest rates or expenses.

"Joint Action Agreement" means the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended and supplemented from time to time.

"Joint Ownership Agreement" means (i) an agreement under which UAMPS and another person own the Project or a portion thereof as tenants in common, (ii) agreements between UAMPS and another person or persons for the organization and operation of a Special Purpose Entity and (iii) any other form of joint ownership arrangement approved by the Project Management Committee.

"Members" means, collectively, each entity which has executed the Joint Action Agreement or a supplement thereto.

"Minimum Subscription" is defined in Section 2.

"Month" means a calendar month.

"Operating Agreement" means any contract between UAMPS and an Operator providing for the operation and maintenance of all or any portion of the Project.

"Operating Period" means the period beginning on the Commercial Operation Date and continuing to the date on which the Project is retired and removed from service.

"Operating and Scheduling Procedures" means those standards, procedures and criteria approved from time to time by the Project Management Committee with respect to the operation of the Project and the Project Capability and the scheduling of the Project Output which shall, to the extent practicable, promote the efficient and economic utilization of the Project, the Project Capability and the Project Output consistent with Good Utility Practice for the benefit of the Participants taken as a whole.

"Operation and Maintenance Costs" means, with respect to each Billing Period of each Contract Year, all costs and expenses (other than Transmission Costs and Debt Service Costs) attributable to the Project that are paid, payable, incurred or accrued by UAMPS during each Billing Period resulting from the ownership, operation, maintenance and termination of, and

repairs, renewals, replacements, additions, improvements, and betterments and modifications to, the Project. Operation and Maintenance Costs shall further include, without limitation, the following items of cost:

(1) the costs of operating and maintaining the Project and of producing Electric Power and Electric Energy therefrom during such Billing Period, including the operation and maintenance expenses and fuel costs of the Project pursuant to the Project Agreements, amounts payable under the Operating Agreement and each Fuel Agreement (including fees, expenses, incentives and other compensation payable to the Operator and the Fuel Agent);

(2) any amount which UAMPS may be required during such Billing Period to pay for the prevention or correction of any unusual loss or damage or for renewals, replacements, repairs, additions, improvements, modifications and betterments which arise out of or are required by the Project Agreements for which UAMPS shall be obligated, but only to the extent that funds for such payment are not provided by the issuance of Bonds or Capital Contributions made by the Participants;

(3) legally required or permitted federal, state and local taxes and ad valorem taxes or payments in lieu of ad valorem taxes, in each case related to the Project;

(4) all other amounts, including fuel costs, payable by UAMPS pursuant to the provisions of the Project Agreements;

(5) any additional amount not specified in the other items of this definition which must be paid by UAMPS during such Billing Period under the Project Agreements;

(6) the portion of UAMPS' administrative and general expenses allocable or directly charged to the Project, working capital and reserves for the payment of operation and maintenance expenses, and all other costs and expenses (but excluding depreciation) not included in the costs specified in the other items of this definition and properly chargeable to the Project;

(7) amounts to be deposited into the Reserve and Contingency Fund established pursuant to Section 20;

(8) legal, engineering and accounting fees and expenses, the cost of any litigation related to the Project, the Project Agreements, this Power Sales Contract and the interests and transactions contemplated by such agreements and this Power Sales Contract, the costs of technical and advisory services and the cost of all Permits and Approvals, all to the extent allocable to the Project;

(9) the costs of Additional Facilities, but only to the extent not paid or financed as a portion of the Cost of Acquisition and Construction; and

(10) Decommissioning Costs and amounts for deposit into the Decommissioning Fund.

"Operator" means any entity that performs all or a substantial portion of the operation and maintenance work on the Project under an Operating Agreement with UAMPS.

"Participant" means the party defined as the Participant in the preamble of this Power Sales Contract and its permitted successors and assigns hereunder.

"Participants" means the parties, including the Participant, other than UAMPS, to the Power Sales Contracts and (i) initially named on SCHEDULE D, and (ii) from and after the Completion of Development, named on SCHEDULE I.

"Participant's Representative" means (i) the officer, employee or other agent of the Participant designated from time to time by the Participant as the Representative of the Participant for purposes of the Joint Action Agreement, to whom all notices and other communications to be given by UAMPS to the Participant hereunder shall be sent or (ii) in the event that the individual appointed as the Participant's Representative is unavailable to act on behalf of the Participant, the individual duly appointed or designated by the Participant as its alternate Representative pursuant to the Joint Action Agreement.

"Performance Tests" means all start-up and shakedown procedures and performance tests to be conducted under the EPC Agreement before Final Completion.

"Permits and Approvals" means all certificates, permits, licenses, approvals, rulings, orders or other authorizations from any federal, state or local governmental body, board or agency having jurisdiction over UAMPS, the Project or both that are required to be obtained or maintained for the construction, operation, maintenance or repair of the Project or any component of it.

"Permitted Output Contract" means a contract that:

(i) (A) has a term (including all renewal options) not longer than three years and is either a negotiated arrangement that provides for compensation at fair market value or is based on generally applicable and uniformly applied rates, or (B) is a requirements-type contract that provides for the sale of electricity to a retail consumer or other end user of electricity; and

(ii) in each case (A) complies with the provisions of U.S. Treasury Regulation Section 1.141-7 and (B) is approved by UAMPS based on guidance provided by Bond Counsel.

"Point of Delivery" means the point or points of physical interconnection of the Initial Facilities or Additional Facilities, as applicable, with the electric transmission grid, as determined pursuant to the Interconnection Agreement.

"Pooling Agreement" means, collectively, the Power Pooling Agreements between UAMPS and the Members and certain other entities providing for the establishment and operation of the UAMPS Pool and related matters, including all supplements and appendices thereto and as the same may be amended, restated or supplemented from time to time.

"Power Sales Contract" means this Power Sales Contract between UAMPS and the Participant and *"Power Sales Contracts"* means all of the Power Sales Contracts, dated the date hereof, between UAMPS and the Participants, all of which are uniform in all material respects in their terms, conditions and provisions, with the exception of: (i) the Development Share, the Development Cost Share, the Entitlement Share, the Capital Contribution Percentage, the Debt Service Percentage and the Debt Service Share for each of the Participants; (ii) for those Participants that are political subdivisions of a State other than Utah, revisions relating to the Participant's status as a political subdivision of another State and the fact that it is governed by and subject to the laws of that State; (iii) for those Participants that are cooperative utilities, revisions relating to the Participant's corporate status, the definition of "Qualified Use" and the provisions of Section 32(f); (iv) for those Participants that do not own and operate electric utility systems that serve retail customers, the revisions noted in the definitions of "Electric System" and "Enterprise Fund" and revisions relating to the Participant's corporate status, the definition of "Qualified Use" and the provisions of Section 32(f); and (v) the matters set forth in the Exhibits.

"Project" means the development, acquisition, ownership, construction, improvement, equipping, operation, retirement and decommissioning of the Initial Facilities and any Additional Facilities, and the rights, interests, obligations and liabilities of UAMPS under the Project Agreements and the Permits and Approvals.

"Project Agreements" means, collectively, the Construction Agreements, the Operating Agreement, the Real Estate Agreements, each Fuel Agreement, the Interconnection Agreement, the Transmission Agreements, any Joint Ownership Agreement and any other agreements entered by UAMPS to further the acquisition, development, construction, and operation of the Project.

"Project Capability" means the nominal Electric Power and associated Electric Energy that the Project is capable of producing, net of (reduced by) the Electric Power (project capability) owned by another person under a Joint Ownership Agreement. The Project Capability initially available to UAMPS shall be based on the aggregate nameplate rating of the generating units included in the Initial Facilities with such adjustments as the Project Management Committee deems necessary to reflect the actual capability of the Initial Facilities. Project Capability initially means the aggregate amount of Electric Power shown on EXHIBIT I hereto and associated Electric Energy.

"Project Management Committee" means the committee of the Participants established pursuant to Section 5 which shall make certain decisions and recommendations with respect to the operation and management of the Project as provided herein.

"Project Output" means the amount of Electric Power and Electric Energy, if any, which is actually generated by the Project in any particular hour.

"Qualified Use" means the sale of electricity to retail customers located within the Participant's electricity "service area" pursuant to generally applicable and uniformly applied rate schedules or tariffs; *provided that:*

(a) "Qualified Use" shall not include any sale of electricity that gives rise to "private business use" or a "private loan" within the meaning of Section 141 of the Code;

(b) "Qualified Use" shall include the use of electricity by a Participant to meet its own requirements; and

(c) "Qualified Use" shall include sales of electricity under Permitted Output Contracts and other sales and uses of electricity, in each case as may be approved by UAMPS based on guidance provided by Bond Counsel.

For purposes of this definition, "service area" has the meaning assigned to such term in U.S. Treasury Regulation Section 1.148-1(e)(2)(iii) and includes any area recognized as the electricity service area of the Participant under state or federal law.

"Real Estate Agreements" means the agreements entered into by UAMPS to obtain necessary site control and easement rights for the acquisition and construction of the Project.

"Reference Project Costs" means, for purposes of calculating the amount of a Capital Contribution to be made by the Participant as provided in Section 17, the estimated Cost of Acquisition and Construction determined by UAMPS and approved by the Project Management Committee prior to the first issuance of long-term Bonds to finance the Cost of Acquisition and Construction of the Initial Facilities or any Additional Facilities. Reference Project Costs shall not include amounts for (i) costs of issuance, debt service reserves or capitalized interest on Bonds and (ii) any other items in the definitions of "Development Costs" or "Cost of Acquisition and Construction" not properly allocable to Reference Project Costs, as determined by the Project Management Committee.

"Refunding Bonds" means refunding Bonds from time to time issued by UAMPS pursuant to the Financing Documents and in accordance with Section 18.

"Required Approvals" means all governmental, regulatory and lender approvals, consents and authorizations required or necessary for (i) the execution, delivery and performance of this Contract (or any amendment hereto) by the Participant and (ii) this Contract (or any amendment hereto) to be the legal, valid and binding obligation of the Participant.

"Reserve and Contingency Fund" means the fund, if any, established pursuant to Section 20.

"Substantial Completion" (or such similar term as may be used in the EPC Agreement) means the substantial completion of the Initial Facilities as determined pursuant to the EPC Agreement.

"Super-Majority Vote" means the affirmative vote of Participants' Representatives that represent 75% of (i) the number (per capita) of Participants' Representatives serving on the Project Management Committee, and (ii) during the Development Period, the Development Cost Shares of all Participants or, after the Development Period, the Entitlement Shares of all Participants. For

the avoidance of doubt, in the event that a Super-Majority Vote is required when a Participant's Representative is not entitled to vote on matters before the Project Management Committee pursuant to Section 5(b)(1), such Participant's Representative and such Participant's Development Cost Share or Entitlement Share (as applicable) shall be disregarded in computing the percentages of Participants' Representatives and Entitlement Shares that have voted on the matter requiring a Super-Majority Vote.

"System Point of Receipt" means (i) the point(s) of interconnection between the Participant's electric utility system and the transmission facilities of the applicable balancing authority or authorities, or (ii) such other point(s) for the receipt by the Participant of Electric Energy from the Project as may be agreed to by the parties.

"Tax Status" means (i) the exclusion from gross income for federal income tax purposes of the interest on any Bonds issued as tax-exempt obligations, or (ii) the right of a bondowner (or other investor) to receive tax credits or the right of UAMPS to receive interest subsidy payments on any Bonds issued as tax credit bonds or interest subsidy bonds, respectively, in each case pursuant to the provisions of the Code.

"Transmission Agreements" means each transmission contract, agreement or tariff that is used or necessary for the delivery of Electric Power and Energy from the Point of Delivery to the Participant's System Point of Receipt, whether by direct transmission, displacement, exchange or otherwise.

"Transmission Costs" means, for each Billing Period of each Contract Year, all capital, operating and other costs and expenses paid, payable, incurred or accrued by UAMPS during such Billing Period for the transmission of Electric Energy from the Project to the Participant's System Point of Receipt pursuant to the Transmission Agreements or otherwise. The Participant shall be responsible for the payment of Transmission Costs to UAMPS hereunder only to the extent that UAMPS has, at the request of the Participant, entered into or utilized Transmission Agreements for the transmission of Electric Energy from the Point of Delivery to the Participant's System Point of Receipt.

"Trustee" means the bank or trust company acting as the trustee under the Financing Documents.

"UAMPS" means Utah Associated Municipal Power Systems, a political subdivision organized and existing under the laws of the State of Utah, the Act and the Joint Action Agreement, and its successors. All references to UAMPS in this Power Sales Contract shall include Authorized Officers of UAMPS and their delegees acting pursuant to specific authorization by the Board.

"UAMPS Pool" means that electric power pool or pools established pursuant to the Pooling Agreement between UAMPS and the Members under which UAMPS provides certain services with respect to the scheduling, dispatch and the sale of Electric Power and Electric Energy and other matters pursuant to the operating criteria and procedures provided for in the Pooling Agreement.

"Uncontrollable Force" means any cause, event or force beyond the control of the party affected, including, but not restricted to failure, or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, acts of a public enemy, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, and restraint by court or public authority and action or non-action by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. "Uncontrollable Force" includes any cause, event or force constituting "force majeure," "uncontrollable force" or similar term as defined in any Project Agreement.

"Uniform System of Accounts" means the Federal Energy Regulatory Commission Uniform Systems of Accounts Prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act, 18 C.F.R. Part 101, as the same may be modified, amended or supplemented from time to time or such other system of accounting as may be applicable by law to UAMPS.

(b) References to Articles, Sections, Schedules and Exhibits are to the Articles and Sections of and Schedules and Exhibits to this Contract, unless otherwise provided. Article and Section headings are included herein for convenience of reference only and shall not constitute a part of this Contract for any other purpose or be given any substantive effect. Any of the defined terms may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use of the word "include" or its derivations shall not be construed as language of limitation.

(c) References to contracts and agreements, including the Project Agreements, refer to such contracts and agreements as they may be amended or supplemented from time to time in accordance with their respective provisions and, in the case of the Project Agreements, the provisions of Section 40.

(d) Any representation, warranty, certificate or legal opinion with respect to the enforceability of this Contract or any other contract or agreement made in or provided pursuant to this Contract shall be deemed to be qualified by reference to the effect of applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting creditor's rights generally and by the application of equitable principles, regardless of whether such qualification is expressly stated herein or therein.

Section 2. Effective Date and Term of Contract. (a) Promptly upon its governing body's adoption of the Contract Resolution and its receipt of any other Required Approvals, the Participant shall (i) cause this Contract to be executed by its authorized officers, and (ii) deliver to UAMPS notice of the requested amount of its Development Share (in kW) and an executed counterpart of this Contract, together with its executed certificate (in substantially the form attached hereto as EXHIBIT III) and its executed opinion of counsel (in substantially the form attached hereto as EXHIBIT V). The Effective Date of the Power Sales Contracts shall occur on the date on which UAMPS receives executed Power Sales Contracts and the other items described in the preceding sentence from Participants that have requested Development Shares totaling 85% of the expected Project Capability as of the Effective Date (the *"Minimum Subscription"*). At its

initial meeting, the Project Management Committee shall confirm and declare that the Effective Date has occurred, shall approve any changes to the expected Project Capability and shall approve the completed form of SCHEDULE D. The Authorized Officers of UAMPS shall execute all such Power Sales Contracts as of the date that the Effective Date occurs. Once it has occurred, the Effective Date shall not be affected by any subsequent action, event or circumstance.

(b) If the Minimum Subscription is achieved but the total amount of Electric Power requested by the Participants is less than the expected amount of the Project Capability, UAMPS will during the Development Period solicit additional Project participation by third parties under Power Sales Contracts, Joint Ownership Agreements or other arrangements. Participants that have executed Power Sales Contracts may also elect to increase their Development Shares at such times and in such amounts as may be approved by the Project Management Committee up to and including the end of the Development Period. In the event that less than all of the expected Project Capability is fully subscribed at the end of the Development Period as described in this paragraph, UAMPS shall take such actions as are necessary to downsize the expected Project Capability to the amount of subscription under the Power Sales Contracts and any Joint Ownership Agreements or other arrangements. UAMPS and the Participant acknowledge and agree that it may not be possible to precisely match the final amount of the expected Project Capability with the amount of Project subscription and in this case the Project Management Committee will have the authority to approve such true up adjustments to the Entitlement Shares of all Participants as are necessary at the time that it approves the initial SCHEDULE I.

(c) This Contract will become effective upon the Effective Date, and will, unless terminated pursuant to Section 43, continue until the last to occur of : (i) the date on which all of the Project Agreements have terminated or expired in accordance with their respective terms and all obligations of UAMPS thereunder have been fully paid, satisfied or discharged; (ii) the date on which all Bonds have been paid in full as to principal, premium and interest, or sufficient funds shall have been irrevocably set aside for the full defeasance thereof and all other obligations of UAMPS under the Financing Documents have been paid or satisfied; and (iii) the date on which the Initial Facilities and any Additional Facilities shall be permanently removed from service and Decommissioned and all Decommissioning Costs shall have been paid or irrevocable arrangements have been made that fully fund all Decommissioning Costs.

Section 3. Development Share; Entitlement Share. (a) From the Effective Date through the end of the Development Period, the Participant shall have a Development Share and a Development Cost Share as set forth on SCHEDULE D. A Participant's Development Cost Share shall not exceed [__][1] percent, unless otherwise approved by the Project Management Committee.

(b) By virtue of its Development Share and in consideration if its associated Development Cost Share, the Participant (i) shall have the right to participate in the decision-making over the development of the Project through its representative on the Project Management Committee, and (ii) shall, from and after the Completion of Development through the remaining term of this

1 % amount will be inserted upon completion of credit review of Participant group.

Contract and without any further action on its part or by any other person, have an Entitlement Share with the same amount of Electric Power as its Development Share.

Section 4. The Project and the Initial Facilities. (a). The Project shall initially be known as the "Millard County Power Project." The Project Management Committee may in its discretion adopt a different name for the Project at any time. In such event, all references to "Millard County Power Project" in this Contract shall be changed to the name adopted by the Project Management Committee.

(b) The Project shall consist of the Initial Facilities and any Additional Facilities approved by the Project Management Committee. A preliminary and general description of the Initial Facilities prepared by UAMPS is attached as EXHIBIT I to this Contract. EXHIBIT I shall be reviewed, modified as deemed necessary and approved by the Project Management Committee promptly after the Effective Date.

(c) As the development of the Project proceeds and as the components of the Initial Facilities are designed, engineered, constructed, installed and tested, UAMPS shall from time to time recommend revisions to EXHIBIT I to the Project Management Committee for approval in order that the description therein reasonably corresponds to the Initial Facilities being developed and constructed. EXHIBIT I shall be updated as necessary in connection with the Completion of Development. Following the Commercial Operation Date, UAMPS shall prepare and submit to the Project Management Committee for its review and approval a completed EXHIBIT I that includes a final description of the Initial Facilities and the Project Capability. UAMPS and the Participant agree that in no event will any revisions to EXHIBIT I alter or affect their respective rights and obligations under this Contract.

Section 5. Project Management Committee. (a). The Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative) and shall be chaired by a Participant's Representative elected by the Project Management Committee. Pursuant to the Contract Resolution, the Participant has delegated full and complete authority to its Participant's Representative to act on all matters and decisions that come before the Project Management Committee. Each Representative appointed by the Participant shall serve on the Project Management Committee until the Participant appoints a successor. An Authorized Officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings.

(b) The Joint Action Agreement and the bylaws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that*:

(1) The Participant's Representative of any Participant that is in default hereunder (A) shall not be entitled to vote on any matter during the period of such default. and the consent or approval of such Participant or such Participant's Representative shall not be required during the existence of such default and (B) shall be disregarded for purposes of determining whether a quorum of the Project Management Committee is present at any meeting;

(2) A Super-Majority vote of all Project Management Committee Representatives shall be required on all decisions which would result in the termination of the Project; and

(3) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, except in those instances when the Project Management Committee is acting pursuant to delegated authority from the Board, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the bylaws of UAMPS.

The Participants acknowledge that the Joint Action Agreement provides, among other things, that decisions of the Board with respect to the Project shall be made only upon the recommendation of the Project Management Committee and that weighted votes may be called for on any recommendation or decision to be made by the Project Management Committee or the Board, respectively, all as more fully provided in the Joint Action Agreement.

(c) In addition to its other responsibilities under the Power Sales Contracts, the Project Management Committee shall:

(1) review, provide advice and recommendations to and consult with UAMPS regarding the Project,

(2) supervise, review and monitor the Development Work and the development of the Project in accordance with Section 6 and the other applicable provisions of the Power Sales Contracts and the resolutions of the Project Management Committee;

(3) review, provide advice and recommendations to UAMPS on, and approve the Project Agreements and any modifications or amendments thereto;

(4) supervise and provide direction to UAMPS during the construction of the Project, including approval of the construction budget for the Project and approval of all notices to proceed and notices to construct given by UAMPS under the EPC Agreement;

(5) review, approve and revise from to time the Budget and Plan of Finance for the Initial Facilities and any Additional Facilities;

(6) review, approve and provide advice and direction to UAMPS with respect to the issuance of Bonds, Additional Bonds and Refunding Bonds

(7) review, provide advice and recommendations to and consult with UAMPS regarding the Commercial Operation Date of the Initial Facilities, and the Performance Tests for and the Substantial Completion and the Final Completion of the Facility under the EPC Agreement;

(8) determine and declare the Project Capability upon the Final Completion of the Project and from time to time thereafter as it deems necessary to reflect the actual capability of the Project;

(9) review and approve the Operating and Scheduling Procedures, any Operator of the Project and any Operating Agreement;

(10) review and consult with UAMPS regarding the acquisition and management of supplies of natural gas and any other necessary fuels for the Project and review and approve each Fuel Agreement and any Fuel Agent to be appointed by UAMPS;

(11) review, recommend and approve any Additional Facilities;

(12) assist with the resolution of any billing disputes as provided in Section 28;

(13) review, recommend and consult with UAMPS regarding any actions or remedies to be taken by UAMPS under Sections 34 and 35 of the Power Sales Contracts.

UAMPS and the Participant acknowledge and agree that the responsibilities of the Project Management Committee with respect to the Project are complete and comprehensive and are not limited to the specific responsibilities enumerated herein.

(d) The Project Management Committee may from time to time direct UAMPS to commission, obtain and provide such Engineering Studies and Reports that the Project Management Committee deems reasonably necessary or desirable with respect to the Project. The Project Management Committee shall be entitled to rely upon such Engineering Studies and Reports with respect to its determinations and decisions with respect to the Project, including particularly its determinations under Section 6.

Section 6. Development Period and Development Work. (a) During the Development Period, UAMPS shall use Commercially Reasonable Efforts to cause the Development Work to proceed in an expeditious and economical manner. UAMPS shall (i) report not less frequently than monthly to the Project Management Committee (unless otherwise approved by the Project Management Committee) with respect to the progress of the Development Work and the Development Costs incurred or expended, (ii) recommend from time to time revisions and updates to the Budget and Plan of Finance to the Project Management Committee, and (iii) act consistently with and in furtherance of the directions given to it by the Project Management Committee.

(b) Promptly after the Effective Date of the Power Sales Contracts, the Project Management Committee shall by resolution establish a maximum target price for cost of energy ($/MWh) from the Project (the *"Target Price"*). The Target Price shall be the maximum cost of energy expected to be payable by the Participants under the Power Sales Contracts, and shall exclude only Transmission Costs, taking into account the information and assumptions utilized in the Development Work and the Budget and Plan of Finance. Such resolution shall establish such determination dates based on Project development milestones as the Project Management Committee deems necessary for determining whether the expected cost of energy from the Project

exceeds the Target Price, together with such other matters as the Project Management Committee deems necessary or desirable. A determination by the Project Management Committee that the Target Price is exceeded as of any such determination date, shall constitute a determination by the Project Management Committee to terminate the Project.

(c) In addition to a determination under paragraph (b), the Project Management Committee may by a Super-Majority Vote suspend or terminate the Project at any time during Development Period upon its determination that the Project is not feasible for any reason. UAMPS shall give prompt written notice to all Participants of any such determination of the Project Management Committee under paragraph (b) above or this paragraph (c). In the event that the Project Management Committee determines to terminate the Project during Development Period, UAMPS shall proceed to wind up the Project and the Development Work, determine the remaining amount of the Development Costs and submit billings to the Participants for such Development Costs and the amount necessary to repay and retire any Bonds or obligations that have been issued or incurred to finance Development Costs.

(d) Upon substantial completion of the Development Work, including the Project Agreements and receipt of the Permits and Approvals (or an indication of the terms and conditions thereof), UAMPS will conduct a review and analysis and report to and consult with the Project Management Committee regarding the actions necessary to complete the Development Work, the terms and conditions of the Project Agreements and the Permits and Approvals and the definitive Budget and Plan of Finance, and will make recommendations to the Project Management Committee as to whether the Project should proceed to the Construction Period.

(e) Following its review of the report and recommendations of UAMPS, the Project Management Committee will in its discretion:

(i) determine whether or when Completion of Development has occurred;

(ii) review and approve definitive engineering and feasibility studies for the Initial Facilities, and such other materials as it deems necessary in order to determine that construction and operation of the Initial Facilities is feasible and should proceed;

(iii) review and approve the definitive Budget and Plan of Finance for the Cost of Acquisition and Construction of the Initial Facilities;

(iv) make a determination by a Super-Majority Vote as to whether construction of the Project is feasible and whether the Project should proceed to the Construction Period;

(v) approve the Power Sales Contracts to be entered into with any new Participants any additional terms and conditions for their participation in the Project; and

(vi) review and approve the initial SCHEDULE I for the Project.

A determination by the Project Management Committee that construction of the Initial Facilities is not feasible and should not proceed to the Construction Period will result in termination of the

Project; notwithstanding any such termination, this Contract shall remain in effect until the conditions described above and in Section 2(b) have been satisfied.

(f) Upon a determination by the Project Management Committee that construction of the Initial Facilities is feasible and the Project should proceed to the Construction Period, UAMPS will then execute the Project Agreements, the Construction Contracts for the Initial Facilities and finance the Cost of Acquisition and Construction of the Initial Facilities through the issuance of Bonds.

(g) UAMPS may from time to time recommend the acquisition or construction of Additional Facilities to improve or add to the Project. Any such Additional Facilities shall be approved by the Project Management Committee. UAMPS may issue Bonds or incur other obligations pursuant to the Financing Documents to finance all or a portion of the costs incurred in the Development Work and construction of the Additional Facilities.

Section 7. Joint Ownership Agreement. As a part of the Development Work and to the extent authorized by the Project Management Committee, UAMPS may also solicit indications of interest from other entities regarding the acquisition of ownership interest in the Initial Facilities. Subject to the negotiation of a definitive Joint Ownership Agreement and the approval of the Project Management Committee, UAMPS may sell a portion of its ownership interest in the Initial Facilities to another entity. UAMPS shall make recommendations to the Project Management Committee regarding (i) the terms and provisions of any Joint Ownership Agreement, and (ii) the identity, operating experience and financial capability of the joint owner under a Joint Ownership Agreement and its ability to meet its obligations thereunder, each of which shall be subject to the approval of the Project Management Committee.

Section 8. Construction Period. (a) The Construction Period shall commence upon the determination of the Project Management Committee that Completion of Development has occurred. During the Construction Period, UAMPS shall (i) cause the construction of the Project to proceed in an expeditious and economical manner pursuant to the Construction Agreements and other Project Agreements, (ii) monitor the performance of the contractors under the Construction Agreements, and (iii) report to the Project Management Committee with respect to the progress of the acquisition and construction of the Project as provided herein.

(b) UAMPS shall perform its obligations under the Construction Agreements and shall:

(i) use Commercially Reasonable Efforts consistent with and subject to the terms and provisions of the Project Agreements to cause the Project to be expeditiously and economically acquired and constructed pursuant to the Construction Agreements;

(ii) diligently defend and protect the rights of UAMPS and the Project under the Construction Agreements and enforce the contractors' obligations thereunder;

(iii) monitor the performance of the contractors under the Construction Agreements and report promptly to the Project Management Committee with respect to any default or event of default under the Construction Agreements;

(iv) report not less frequently than monthly to the Project Management Committee (unless otherwise approved by the Project Management Committee) regarding the current status of construction and any changes to the estimated Commercial Operation Date and the estimated Cost of Acquisition and Construction; and

(v) give prompt notice to the Project Management Committee and the Participant of the occurrence of the Commercial Operation Date of the Initial Facilities and any Additional Facilities.

(c) As soon as practicable after the Commercial Operation Date of the Initial Facilities, UAMPS shall prepare a complete statement and reconciliation of the final (or substantially final) Cost of Acquisition and Construction of the Initial Facilities and submit the same to the Project Management Committee for its review and acceptance. In the event that a substantially final statement of the cost of construction of the Initial Facilities is submitted to and accepted by the Project Management Committee, UAMPS shall provide periodic reports to the Project Management Committee regarding the remaining items of the Cost of Acquisition and Construction of the Initial Facilities until a final statement is available for its review and approval.

Section 9. Operation and Maintenance of the Project. UAMPS covenants and agrees that, during the Operating Period, it will use Commercially Reasonable Efforts consistent with and subject to the terms and provisions of the Project Agreements to cause the Project to be operated, maintained and managed in an efficient and economical manner in accordance with Good Utility Practice for the joint and ratable benefit of all of the Participants. UAMPS agrees with and covenants to the Participant that UAMPS will vigorously enforce and defend its rights under the Project Agreements. The Participant acknowledges and agrees that UAMPS may, upon the approval of the Project Management Committee, from time to time enter into amendments of and supplements to any or all of the Project Agreements and that, except as otherwise required by Section 40, UAMPS will not be required to obtain the consent or approval of the Participant in connection with any such supplement or amendment.

Section 10. Scheduling of Electric Energy; Coordination with UAMPS Pool. (a) From and after the Commercial Operation Date of the Project, the Participant shall be entitled to use the Electric Energy allocable to the Participant's Entitlement Share. UAMPS shall schedule or cause to be scheduled such Electric Energy in accordance with the Operating and Scheduling Procedures approved by the Project Management Committee. UAMPS shall provide the Participant with notice of any amendment to or modification of the Operating and Scheduling Procedures.

(b) At any time the Project is operable or operating the Participant shall not be entitled to use in any hour Electric Energy in excess of that which is allocable to the Participant's Entitlement Share, unless arrangements have been made for a planned purchase of such Electric Energy through the UAMPS Pool. The Participant agrees that, prior to the first delivery of Electric Energy under this Power Sales Contract, it will execute and deliver to UAMPS an appendix to the Pooling Agreement (in a form approved by the Project Management Committee) that assigns the Electric Energy allocable to the Participant's Entitlement Share to the UAMPS Pool. Any surplus Electric Energy attributable to the Participant's Entitlement Share shall be sold or otherwise disposed of by the Participant only in accordance with the provisions of such appendix to the Pooling

Agreement. In addition to any sales of surplus Electric Energy requested by the Participant through the UAMPS Pool, UAMPS will utilize Commercially Reasonable Efforts to sell, exchange or otherwise dispose of any incidental surplus Electric Power and Electric Energy attributable to the Project for the benefit of the Participants.

(c) Prior to the first delivery of Electric Energy under this Power Sales Contract, the Participant shall provide to UAMPS a written schedule of the Participant's available electric resources and the order in which such resources are to be applied to meet the Participant's requirements for Electric Power and Electric Energy. UAMPS shall verify all such resources and promptly notify the Participant of any rejection of such resources. The Participant may revise or modify such schedule upon written notice to UAMPS at least one business day prior to the beginning of any Billing Period.

Section 11. Point of Delivery; Risk of Loss. (a) The Electric Energy allocable to the Participant's Entitlement Share shall be delivered at the Point of Delivery. The Participant shall be responsible for, and shall pay all costs associated with, (i) the transmission of such Electric Energy from the Point of Delivery to its System Point of Receipt and (ii) the distribution and delivery of Electric Energy from its System Point of Receipt to its customers.

(b) Upon the request of the Participant, UAMPS will use Commercially Reasonable Efforts to enter into one or more Transmission Agreements, or will utilize its transmission rights under existing Transmission Agreements, to provide for transmission service for the Electric Energy allocable to the Participant's Entitlement Share from the Point of Delivery to the Participant's System Point of Receipt. Any future Transmission Agreements entered into by UAMPS for or on behalf of the Participant shall be approved by UAMPS and the Participant, and the Participant shall pay all Transmission Costs thereunder. The Participant agrees that it shall maintain (or cause UAMPS to maintain) during the term of this Contract, such Transmission Agreements as shall be necessary for the firm transmission of the Electric Energy allocable to its Entitlement Share from the Point of Delivery to its System Point of Receipt, except as may be otherwise approved by the Project Management Committee. The Participant shall provide UAMPS with copies of all Transmission Agreements utilized by it and with such other information regarding its transmission arrangements as UAMPS may reasonably request.

(c) From and after the Commercial Operation Date of the Project, the Participant shall be obligated to maintain an appropriate power factor at the Participant's System Point of Receipt consistent with the provisions of the Transmission Agreements. Should the power factor, as metered at such System Point of Receipt, not be maintained within the limits established under the Transmission Agreements, the Participant shall be notified and requested to correct such power factor. If the Participant has not begun corrective action at the end of 90 days, UAMPS may take corrective action and the Participant shall be obligated to reimburse or compensate UAMPS for all sums expended and all services contracted for or performed by UAMPS or for which UAMPS shall be obligated relating to such corrective action.

(d) Electric Energy delivered hereunder and risk of loss shall pass from UAMPS to the Participant at the Point of Delivery. As between the parties to this Contract, UAMPS shall be deemed to be in exclusive control and possession of the Electric Energy delivered hereunder, and

responsible for any damage or injury caused thereby, prior to the time such Electric Energy shall have been delivered to the Participant at the Point of Delivery. After delivery of Electric Energy to the Participant at the Point of Delivery, the Participant shall be deemed to be in exclusive control and possession thereof and responsible for any injury or damage caused thereby. UAMPS assumes all liability for and shall indemnify, defend and hold harmless the Participant (individually) from any claims, including death of persons, arising from any act or incident occurring when title to Electric Energy is vested in it. All costs and expenses incurred by UAMPS under the foregoing indemnity shall constitute a Cost of Acquisition and Construction or an item of Operation and Maintenance Costs, as determined by the Project Management Committee. To the extent permitted by law and solely to the extent of the revenues of its Electric System and any available insurance proceeds, the Participant assumes all liability for and shall indemnify, defend and hold harmless UAMPS and the other Participants from any claims, including death of persons, arising from any act or incident occurring when title to Electric Energy is vested in it.

Section 12. Interruption or Reduction of Deliveries. UAMPS may interrupt or reduce deliveries under this Power Sales Contract of Electric Energy if: (a) the Operator has determined that such interruption or reduction is necessary in case of emergencies affecting the Project, in order to install equipment, to make repairs and replacements to, to make investigations and inspections of, or to perform maintenance work on, the Project or otherwise carry out its obligations as Operator under the Operating Agreement; (b) Electric Energy from the Project is otherwise unavailable whether due to an event of Uncontrollable Force or otherwise; or (c) the transmission of Electric Energy from the Project is interrupted or curtailed by the balancing area authority or other transmitting utility. In order that the operation of the Participant's Electric System will not be unreasonably interrupted or interfered with, UAMPS will, to the extent necessary, use Commercially Reasonable Efforts to make arrangements to serve the Participant's load through other projects of UAMPS or the UAMPS Pool. UAMPS will also use Commercially Reasonable Efforts, consistent with the provisions of the Project Agreements and the other Power Sales Contracts, to arrange for any planned interruption or reduction in the Project Output to be scheduled at a time which will cause the least interference with the operation of the Participant's Electric System.

Section 13. Availability of Electric Energy. (a) Except as provided otherwise by this Power Sales Contract and subject to the provisions of the Project Agreements, Electric Energy allocable to the Participant's Entitlement Share shall be made available in accordance with this Power Sales Contract during the term hereof; *provided, however,* that nondelivery of Electric Energy hereunder for any reason whatsoever (1) shall not relieve the Participant from its obligation to make its payments under Section 27 and (2) shall not impose any liability upon UAMPS for any direct or consequential damages suffered by the Participant.

(b) The Participant acknowledges and agrees that deliveries of the Electric Energy allocable to its Entitlement Share are not firm and are contingent upon the operation of the Project, the availability of transmission and other factors. The Participant agrees that it is solely responsible for any firming transactions with respect to its Entitlement Share.

Section 14. Insurance. UAMPS shall maintain, or during the Construction Period shall cause the EPC Contractor to maintain, in force, as part of the Cost of Acquisition and Construction

or Operation and Maintenance Costs, as appropriate, insurance with responsible insurers with policies against risk or direct physical loss, damage or destruction of the Project, including liability insurance and employers' liability insurance, all to the extent consistent with Good Utility Practice and to the extent available at reasonable cost, but in no case less than will satisfy applicable regulatory requirements and requirements of the Financing Documents.

Section 15. Budget and Plan of Finance. (a) The Budget and Plan of Finance for the Initial Facilities shall include the following information:

(i) the amount of Development Costs incurred to the date of the Budget and Plan of Finance and the estimated total Development Costs to the Completion of Development;

(ii) the estimated Cost of Acquisition and Construction;

(iii) the estimated timeline for the development and construction of the Initial Facilities to the Commercial Operation Date;

(iv) the estimated levelized cost of energy ($/MWh) for Project Output sold to the Participants under the Power Sales Contracts (which may be a range of such costs);

(v) the proposed funding and financing arrangements for all Development Costs during the Development Period; including Bonds and other funding and financing arrangements; and

(vi) such other information as may be required to be included in the Budget and Plan of Finance by the Project Management Committee.

(b) UAMPS and the Participant acknowledge and agree that as of the Effective Date, (i) UAMPS has not obtained the Permits and Approvals necessary for the construction and operation of the Project, (ii) the overall development of the Project is at a preliminary stage, and (iii) a definitive estimate of the Cost of Acquisition and Construction will not be available until the Completion of Development. Accordingly, the parties acknowledge and agree that the information contained in the initial Budget and Plan of Finance is necessarily preliminary and is subject to change based on, among other things, additional information that becomes available to UAMPS during the Development Period, the negotiation of the terms and provisions of the Project Agreements, the terms and conditions of the Permits and Approvals, and the development and negotiation of funding sources and financing arrangements for Development Costs and the Cost of Acquisition and Construction.

(c) The Budget and Plan of Finance shall be updated by UAMPS from time to time during the Development Period as necessary. Each update of the Budget and Plan of Finance shall be subject to the approval of the Project Management Committee.

Section 16. Financing of the Project. (a) UAMPS shall finance the portion of the Cost of Acquisition and Construction of the Initial Facilities that is not paid from Capital Contributions

made by the Participants through the issuance of one or more series of Bonds pursuant to the Budget and Plan of Finance approved by the Project Management Committee.

(b) Unless otherwise approved by the Project Management Committee, the Budget and Plan of Finance shall provide for the financing of all Development Costs, Construction Costs and other Costs of the Initial Facilities to a date not earlier than the estimated Commercial Operation Date of the Initial Facilities with the objective that the Participant will not be required to make any payments to UAMPS in respect of Debt Service Costs until a date that is after the estimated Commercial Operation Date. UAMPS shall use Commercially Reasonable Efforts to structure and implement the financings for the Development Costs and Construction Costs of the Initial Facilities to achieve this result. The Participant acknowledges and agrees that UAMPS cannot guarantee that it will be able to achieve this result, and under certain circumstances it may be necessary for UAMPS to submit billings to the Participant pursuant to Section 26 to enable it to pay Development Costs.

(c) UAMPS and the Participant acknowledge and agree that:

(i) as of the Effective Date, (A) UAMPS has not obtained the Permits and Approvals necessary for the construction and operation of the Project, and (B) the overall development of the Project is at a preliminary stage;

(ii) UAMPS shall use Commercially Reasonable Efforts to obtain all such Permits and Approvals as a part of the Development Work during the Development Period;

(iii) the Development Costs incurred by UAMPS will be financed by the issuance of Bonds;

(iv) in the event that UAMPS is unable to obtain transmission service for Project Output on reasonable terms, is unable to obtain the required Permits and Approvals for the construction and operation of the Project or the Project Management Committee determines that the continued development of the Project is not feasible for any reason, the Project Management Committee may determine to terminate the Project as provided herein; and

(v) if the Project Management Committee determines to terminate the Project during the Development Period, the Project will not be completed and the Participant will be required to pay, among other things, its Development Cost Share of all Development Costs incurred and its Development Cost Share of Debt Service Costs until all Bonds previously issued are fully paid and retired, as provided in Section 6.

(d) Each Participant may elect to make a Capital Contribution to UAMPS pursuant to Section 17. Prior to the giving by UAMPS of the notice required by Section 17(a), the Project Management Committee shall determine whether any additional interest expense on or in respect of any Bonds that are subject to federal income taxation shall be allocated to those Participants whose legal status or use of Project Output requires the issuance of such Bonds. In the event the Project Management Committee determines to make such allocation, the notice required by

Section 17(a) shall include such information as shall be necessary to generally inform the affected Participants of the additional Debt Service Costs that may be payable by them in the event they elect not to make a Capital Contribution.

Section 17. Capital Contributions. (a) Prior to the first issuance of long-term Bonds to finance the Cost of Acquisition and Construction of the Initial Facilities, UAMPS shall give written notice to the Participant of:

(i) its right to elect to make a Capital Contribution;

(ii) the date by which it must notify UAMPS of its election, which shall be not earlier than 30 days after the date of such notice;

(iii) the applicable Reference Project Costs; and

(iv) the maximum amount of the Participant's Capital Contribution, which shall be an amount equal to the product of (A) such Reference Project Costs and (B) the ratio of the Entitlement Share of the Participant to the Entitlement Shares of all Participants.

The Participant may elect to make a Capital Contribution only from the retained earnings of its Electric System or other legally available funds not derived from any external borrowing.

(b) The Participant's election to make a Capital Contribution shall be made by written resolution adopted by its governing body. An original or certified copy of such resolution shall be submitted to UAMPS with the Participant's notice of its election to make the Capital Contribution. In the event that the Participant does not notify UAMPS of the determination of its governing body by the date specified in the notice provided by UAMPS, the Participant shall be deemed to have elected not to make a Capital Contribution.

(c) Following receipt of the Participant's election to make the Capital Contribution, UAMPS will provide the Participant with notice of:

(i) the date (which shall be not earlier than 30 days after the date of such notice) by which the Participant must make the Capital Contribution;

(ii) instructions for the deposit of the Capital Contribution into a separate and segregated special escrow account established under the Financing Documents; and

(iii) a written statement of information regarding UAMPS, the Project and the Project Agreements for the Participant's use in any offering material for any indebtedness to be issued to finance the Capital Contribution.

The Capital Contribution shall be held and invested in accordance with the provisions of the Financing Documents, which shall provide for the investment of the Capital Contribution, the crediting of any interest earnings for the account of the Participant and the application of the Capital Contribution by the Trustee upon the direction of UAMPS to fund a portion of the Cost of

Acquisition and Construction of the Initial Facilities, and for deposit into certain funds and accounts established by the Financing Documents. If the Participant fails to make the Capital Contribution as and when required by the UAMPS' notice, it shall be deemed to have rescinded its election to make the Capital Contribution.

(d) The Participant acknowledges and agrees that the amount of the Capital Contribution to be made by the Participant will be based upon an estimate of the Cost of Acquisition and Construction of the Initial Facilities, which estimates will be subject to adjustment to reflect the final Cost of Acquisition and Construction of the Initial Facilities approved by the Project Management Committee. Not more than 30 days following the determination of the final Cost of Acquisition and Construction of the Initial Facilities, UAMPS shall deliver a final accounting statement to the Participant showing the Cost of Acquisition and Construction, the amount of and interest earnings on the Capital Contribution and any amounts payable by or credited to the Participant in respect of the final Cost of Acquisition and Construction. The Participant agrees that it will pay any additional amount payable by it shown on such accounting statement on or before the 30th day following the date of such final accounting statement, or on such later date as may be approved by the Project Management Committee.

(e) After Capital Contributions have been made by all electing Participants, UAMPS shall complete (or revise, as applicable) SCHEDULE I and provide a copy of the completed or revised SCHEDULE I to each of the Participants. With respect to all Participants and at all times, SCHEDULE I shall show that:

(i) the sum of each Participant's Capital Contribution Percentage and Debt Service Percentage equals its Entitlement Share;

(ii) the sum of the Capital Contribution Percentages and Debt Service Percentages of all Participants equals 100%; and

(iii) the sum of the Debt Service Shares of all Participants equals 100%.

UAMPS' calculation and determination of the Development Costs and the Cost of Acquisition and Construction of the Initial Facilities and the Participant's Capital Contribution Percentage, Debt Service Percentage and Debt Service Share in accordance with (i), (ii) and (iii) above shall be subject to the approval of the Project Management Committee, and upon such approval shall be conclusive and binding upon UAMPS and the Participant. UAMPS shall revise SCHEDULE I from time to time as provided herein so that it sets forth the correct Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of all Participants.

(f) The Participant acknowledges and agrees with UAMPS that:

(i) its election to make a Capital Contribution shall be irrevocable and under no circumstances whatsoever shall the Participant be entitled to a return or rebate of all or any portion of any Capital Contribution in the event that Uncontrollable Force, termination of any Project Agreements or other circumstances result in the suspension, interruption, interference, reduction, curtailment or termination of the Project or the Project Output;

(ii) the Capital Contribution shall not be deemed to constitute an investment by the Participant and the Participant shall not be entitled to any investment earnings or rate of return on the Capital Contribution, except with respect to interest earnings on the Capital Contribution pending its application as provided above; and

(iii) any Capital Contribution made by the Participant shall not change or affect UAMPS' ownership in the Project or any of the rights and obligations of UAMPS and the Participant under this Contract, except as specifically provided herein, including the right of UAMPS to suspend or terminate the Participant's right to receive the Electric Energy allocable to its Entitlement Share as provided in Section 34.

(g) In connection with the issuance of Additional Bonds or Refunding Bonds, the Project Management Committee may determine to provide Participants with the option of making a capital contribution with respect to the Costs of the Project being financed or refinanced by the Additional Bonds or Refunding Bonds under procedures and standards substantially similar to those set forth in this Section, with such adjustments as the Project Management Committee shall determine to be advisable. Any capital contribution made by a Participant pursuant to this paragraph (g) shall constitute a Capital Contribution for all purposes of the Power Sales Contracts.

Section 18. Additional Bonds and Refunding Bonds. (a) Additional Bonds may be sold and issued by UAMPS in accordance with the provisions of the Financing Documents at any time and from time to time for the purpose of financing the Cost of Acquisition and Construction. UAMPS may incur other obligations pursuant to the Financing Documents to achieve purposes deemed beneficial to the Project.

(b) Any Additional Bonds shall be secured by the pledge made pursuant to the Financing Documents of the payments required to be made by the Participant under Section 27, as such payments may be increased and extended by reason of the issuance of Additional Bonds, and of other revenues of UAMPS attributable to the Project. Additional Bonds may be issued in amounts sufficient to pay the full amount of such costs and to provide such reserves as may be determined by UAMPS to be reasonably necessary. In the event that the Project Management Committee approves the issuance of Additional Bonds, it shall determine whether to make a capital contribution option available to the Participants and the procedures therefore.

(c) In the event Debt Service Costs may be reduced by the refunding of any Bonds then outstanding or in the event it shall otherwise be advantageous, in the opinion of UAMPS, to refund any Bonds, UAMPS may issue and sell Refunding Bonds in accordance with the Financing Documents.

Section 19. Pledge of Payments. All payments required to be made by the Participant pursuant to Section 27, together with other revenues of UAMPS attributable to the Project may be pledged by UAMPS pursuant to the Financing Documents to secure the payment of Bonds and any Additional Bonds or Refunding Bonds.

Section 20. Reserve and Contingency Fund. (a) In addition to various funds and accounts established under the Financing Documents, UAMPS may, upon the approval of the Project

Management Committee, establish an additional fund with respect to the Project known as the "Reserve and Contingency Fund" to be funded, held and applied as provided herein. Amounts on deposit in the Reserve and Contingency Fund may be used to pay or provide reserves for unusual or extraordinary Operation and Maintenance Costs, renewals, repairs, replacements, additions or betterments of or to any items included in the Project, the cost of any Additional Facilities or the cost of or reserves for the retirement, decommissioning and termination of the Initial Facilities and any Additional Facilities that will not be paid from the Decommissioning Fund.

(b) The Project Management Committee may direct UAMPS to include in the Annual Budget adopted pursuant to Section 24 an amount for deposit into the Reserve and Contingency Fund. This amount may represent either an appropriation of excess revenues from the operation of the Project during the preceding Fiscal Year or amounts to be billed to and collected from the Participants as an item of Operation and Maintenance Costs during the Fiscal Year covered by the Annual Budget.

Section 21. Damage, Destruction or Condemnation. Subject to the provisions of the Project Agreements, UAMPS shall use Commercially Reasonable Efforts to collect or cause to be collected amounts arising from insurance proceeds, condemnation awards, damages due from contractors, subcontractors or others and proceeds from the sale or other disposition of surplus property, all related to the Project, and shall apply all receipts, revenues and other moneys received by it or credited to it from the foregoing sources to the repair, reconstruction or replacement of the Project, to the retirement or defeasance of Bonds (in whole or in part), by purchase, redemption or other arrangements therefor, to the payment of other costs and expenses of UAMPS in connection with the Project or to the credit, pro rata, of the Participants, based upon their Entitlement Shares in the Project, all as provided in the Financing Documents.

Section 22. Decommissioning. Upon the retirement of the Project and its removal from service, UAMPS shall take all actions necessary to Decommission the Project. The Decommissioning Fund shall be established as a separate and segregated trust fund or escrow account, and the amounts in the Decommissioning Fund shall be used solely for the payment of Decommissioning Costs and necessary administrative and other charges. The Decommissioning Fund may be funded by a prepayment, by sinking fund deposits or by another method approved by the Project Management Committee. Pending the application of amounts on deposit in the Decommissioning Fund to pay Decommissioning Costs, the Decommissioning Fund may be invested as provided in the trust or escrow agreement. Any amounts remaining in the Decommissioning Fund upon the completion of the Decommissioning of the Project shall be applied or disbursed at the direction of the Project Management Committee.

(b) The Project Management Committee may direct UAMPS to establish other funds or accounts to provide additional reserves for the payment of Decommissioning Costs.

Section 23. Disposition or Termination of the Project. (a) Except as otherwise provided in the Power Sales Contracts, UAMPS shall not sell, lease or otherwise dispose of the Project or any substantial part of the Project without the approval of the Project Management Committee by a Super-Majority Vote. Subject to the provisions of the Financing Documents and the Project

Agreements, this Section shall not prohibit a merger or consolidation or sale of all or substantially all of the property of UAMPS.

(b) Subject to the applicable provisions of the Project Agreements, if the Project shall be terminated, UAMPS shall use Commercially Reasonable Efforts to cause the Project to be economically salvaged, discontinued, disposed of or sold in whole or in part. UAMPS shall make accounting statements for each Billing Period to the Participant of all costs and any net proceeds associated therewith. Such accounting statements shall continue for such Billing Periods until the Project has been salvaged, discontinued or finally disposed of, at which time a final accounting statement with respect thereto shall be made by UAMPS at the earliest reasonable time. The costs of salvage, discontinuance or disposition shall include, but shall not be limited to, all accrued costs and liabilities resulting from the acquisition, construction, operation or maintenance of and renewals and replacements to the Project. Such costs and, subject to the provisions of the Financing Documents, the net proceeds, if any, from the sale or salvage of Project components or assets shall be allocated among the Participants based upon their respective Entitlement Shares.

Section 24. Annual Budget; Accounting. (a) On or before 15 days prior to the estimated commencement of the first Contract Year and on or before the beginning of each Contract Year thereafter, UAMPS shall prepare and mail to the Participant an Annual Budget for the Project recommended by the Project Management Committee and approved by the Board, based, to the extent appropriate, on budgets received under the Project Agreements, showing an annual estimate of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs, and the Participant's share of each, for the following Contract Year. The Participant shall, to the extent and in the manner deemed appropriate by the Participant, incorporate the estimates shown on the Annual Budget in its annual budgetary process for the Participant's Enterprise Fund.

(a) At the end of each quarter during each Contract Year and at such other times as it shall deem desirable, UAMPS shall review the Annual Budget of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs for the Contract Year. In the event such review indicates that the Annual Budget does not or will not substantially correspond with actual receipts or expenditures, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits or expenditures of costs substantially affecting Operation and Maintenance Costs, Transmission Costs and Debt Service Costs, UAMPS shall prepare and provide to the Participant's Representative a revised Annual Budget, recommended by the Project Management Committee and approved by the Board, incorporating adjustments to reflect such receipts, credits or expenditures which shall thereupon supersede the previous Annual Budget. The revised Annual Budget and any written materials that accompany it shall specifically identify the changes from the Annual Budget that was previously in effect.

(b) UAMPS agrees that it will, from and after the date of the acquisition by UAMPS of the Project, keep accurate records and accounts relating to the Project, the Cost of Acquisition and Construction, Reference Project Costs, Operation and Maintenance Costs, Transmission Costs and Debt Service Costs in accordance with the Financing Documents and which are generally consistent with the Uniform System of Accounts, separate and distinct from its other records and accounts; *provided* that UAMPS may establish revenue and operation and maintenance funds that account for more than one project of UAMPS so long as UAMPS shall maintain books and records

adequate to show the amounts in each of such funds allocable to each such Project. Said accounts shall be audited annually by a firm of certified public accountants, experienced in public finance and electric utility accounting and of national reputation, to be employed by UAMPS. A copy of each annual audit, including all written comments and recommendations of such accountants, approved by the Members shall be furnished by UAMPS to the Participant not later than 180 days after the end of each Contract Year.

Section 25. Billing Periods. (a) The initial Billing Period to be used for the preparation, calculation and billing of the amounts payable by the Participant hereunder shall be a Month. In order to promote the efficient and economic administration of the Project, UAMPS may, at any time after the end of the initial Contract Year and from time to time thereafter, adopt another standard period of time as the Billing Period hereunder. In addition to the foregoing, UAMPS may, upon the approval of the Project Management Committee, from time to time revise the billing and payment procedures provided for in this Section to promote the efficient and economic administration of the Project or to conform such billing procedures to those utilized in connection with other projects of UAMPS.

(b) Any change in the Billing Period shall be made in the Annual Budget provided for in Section 24 and shall not be effective for at least 30 days after the mailing of notice of such change in the Billing Period or in the billing and payment procedures to the Participant. At the time of the mailing of such Annual Budget, UAMPS shall send to the Participant a revised form of the billing procedures set forth in Section 26(b), which shall reflect any changes in the dates of billing and payment and the method thereof that are necessary or desirable to make this Section correspond to the new Billing Period, such changes to become effective on the date the new Billing Period takes effect. In no event shall any such change in the Billing Period or in the billing and payment procedures increase the amounts payable by the Participant pursuant to this Section in respect of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs.

Section 26. Billings. (a) The Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project through billings to and payments by the Participants under the Power Sales Contracts. UAMPS will exercise Commercially Reasonable Efforts to finance all Development Costs during the Development Period. In the event that Development Costs are not refinanced by the issuance of long-term Bonds, the Participant shall pay its Development Cost Share of the amount necessary to repay the financed Development Costs. UAMPS will exercise Commercially Reasonable Efforts to finance all Construction Costs, net of any Capital Contributions, with the proceeds of Bonds issued at the beginning of the Construction Period. The Participant's share of Operation and Maintenance Costs and Debt Service Costs will equal its Entitlement Share (expressed as a percentage of all Entitlement Shares), subject to the adjustments provided for in the Power Sales Contracts.

(b) For so long as the Billing Period is a Month, on or before the 25th day after the end of each Billing Period beginning with the first Billing Period in the first Contract Year, UAMPS shall render to the Participant a billing statement showing the amount payable by the Participant for such Billing Period in respect of: (i) Development Costs, (ii) Operation and Maintenance Costs; (iii) Transmission Costs; (iv) Debt Service Costs; and (v) any other amounts, adjustments or reconciliations payable by or credited to the Participant pursuant to this Contract or the Financing

Documents and not otherwise shown. The Participant shall pay the total of such amounts at the time specified in Section 27, as the same may be revised from time to time. The billing statement for each Billing Period shall be based, to the fullest extent practicable, upon the actual operation of the Project during such Billing Period. To the extent that any billing statement rendered by UAMPS shall have included any estimated amounts in respect of the Participant's share of Operation and Maintenance Costs, Debt Service Costs or the Transmission Costs or other costs allocable to the Participant, such estimated amounts shall be reconciled at least once during each Contract Year with the actual operation and scheduling of the Project and the Participant shall receive a bill or credit, as applicable, to reflect such reconciliations pursuant to clause (v) of this paragraph.

(c) Debt Service Costs, including any adjustments thereto, shall be determined by UAMPS in accordance with the Financing Documents. Operation and Maintenance Costs, including any adjustments thereto, shall be determined by UAMPS in accordance with the applicable provisions of the Power Sales Contracts and the Project Agreements. UAMPS and the Participant acknowledge and agree that certain categories of costs may be financed as a Cost of Acquisition and Construction (and paid by the Participant as Debt Service Costs or through Capital Contributions) or paid by the Participant as Operation and Maintenance Costs, as determined by the Project Management Committee, but without duplication of any item of cost. Transmission Costs, including any adjustments thereto, shall be determined by UAMPS in accordance with the applicable provisions of this Contract and the Transmission Agreements. The Participant shall pay all such amounts pursuant to Section 27.

(d) In the event that the failure of a Participant to make its payments in accordance with its Power Sales Contract shall have resulted in the application of amounts in any reserve or working capital funds for the Project, any amounts thereafter paid to UAMPS, including delayed-payment and interest charges, by such defaulting Participant in respect of past due payments (i) shall be used to replenish such fund or (ii) to the extent that the other Participants shall have made up the deficiency created by such application or paid additional amounts into any such funds, shall be credited, pro rata, on the billing statements of such other Participants in the next Billing Period or Billing Periods as shall be appropriate.

Section 27. Participant's Payment Obligations. (a) Payments required to be paid by the Participant to UAMPS shall be due and payable to UAMPS at its principal office or by wire transfer to such account as UAMPS shall designate in writing to the Participant, on the 10th day of the Month following the Month in which the billing statement was rendered or at such other time as may be established by UAMPS pursuant to Section 25.

(b) If payment in full is not made by the Participant on or before the close of business on the due date, UAMPS shall impose a delayed payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Participant; provided, however, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed payment charge (or portion thereof) but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under the Project Agreements or the Financing

Documents or materially increase the amounts payable by the other Participants. If said due date is not a business day, payment shall be made on the next following business day.

(c) The obligation of the Participant to make the payments for Development Costs, Operation and Maintenance Costs, Transmission Costs, Debt Service Costs and other amounts payable by the Participant pursuant to Section 26 is a several obligation and not a joint obligation with those of any other Participant. Prior to the Commercial Operation Date, the obligation of the Participant to make such payments shall constitute a cost of the development of a new power supply resource. From and after the Commercial Operation Date, the obligation of the Participant to make such payments shall constitute a cost of purchased electric power and electric energy. In all cases, the obligation of the Participant to make the payments required by Section 26 shall be payable as an operating expense and solely from the revenues and other legally available funds of its Electric System. In no event shall the Participant be obligated or required to levy or collect ad valorem property taxes or assessments to meet its payment obligations under this Contract. Such payments shall be made whether or not the Project or any portion thereof is acquired, completed, operable, operating, suspended or terminated, and notwithstanding the damage or destruction of the Project, the suspension, interruption, interference, reduction or curtailment of the Project Output, termination of any of the Project Agreements, loss or interruption of transmission from the Point of Delivery or termination of any Transmission Agreement, for any reason whatsoever, in whole or in part. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument.

(d) The payment obligations of the Participant under this Contract are special obligations payable solely from the revenues and other available income of its Electric System and do not, and shall not be deemed to, constitute an indebtedness or liability of the Participant under any constitutional, statutory or other legal limitation or requirement.

Section 28. Disputed Billings. In the event of any dispute as to any portion of the billing statement for such Billing Period, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was submitted. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such dispute. No adjustment shall be considered or made for disputed charges unless such notice is given by the Participant. UAMPS shall give consideration to, and shall consult with the Project Management Committee with respect to, such dispute and shall advise the Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement or determination by the Project Management Committee) of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination. For the avoidance of doubt, any overpayment or underpayment determined pursuant to Section 26(b) shall not be considered to be a disputed payment that is subject to this Section.

Section 29. Audit Rights. (a) At its cost, the Participant may, upon the giving of not less than 15 days' prior written notice to UAMPS, but not more often than once during any two-year

period, inspect and audit the books and records of UAMPS relating to the Project for the purpose of verifying the amounts payable by the Participant under this Contract within the three-year period preceding the commencement of the audit. UAMPS agrees to make available to the Participant, to the extent Commercially Reasonable, all relevant records and all requested information relating to the subject matter of any such audit, subject in all cases to any confidentiality restrictions applicable to third-party information or contracts; provided that UAMPS shall make Commercially Reasonable Efforts to obtain a waiver of such restrictions for purposes of the audit and the Participant shall execute such non-disclosure agreements as may be reasonably requested by UAMPS. Any audit shall be conducted during normal business hours, and the Participant will use Commercially Reasonable Efforts to complete any audit within one month, subject to the availability of relevant records and information and the absence of material accounting irregularities.

(b) If any audit discloses that an overpayment or underpayment has been made during the three-year period described above, the amount of the overpayment or underpayment will be promptly paid by the appropriate party, together with interest calculated at an annual rate equal to the Secured Overnight Funding Rate (SOFR) reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of SOFR, plus 100 basis points, compounded daily and on the basis of a 360-day year, from the date or dates of any such overpayment or underpayment through and including the date of the payment correcting the overpayment or underpayment. Any payment made by UAMPS pursuant to this Section shall constitute an item of Operation and Maintenance Costs.

Section 30. Representations and Warranties. (a) The Participant represents and warrants to UAMPS as follows:

(i) the Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah, and has all corporate power and authority necessary to enter into and perform its obligations under this Contract;

(ii) this Contract has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iii) the execution, delivery and performance by the Participant of this Contract does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to the Participant and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which the Participant is a party or to which any of the property, assets or revenues of its Electric System is subject;

(iv) all Required Approvals have been obtained;

(v) to the Participant's knowledge, there is no pending or threatened action or proceeding affecting the Participant which purports to affect the authorization, legality,

validity or enforceability of this Contract, the Joint Action Agreement or the Pooling Agreement; and

(vi) prior to and in connection with its approval and execution of this Contract, the Participant conducted its own review of the descriptions, information and studies regarding the Project, the Project Agreement and this Contract provided by UAMPS and made an independent determination to enter into this Contract.

(b) UAMPS represents and warrants to the Participant as follows:

(i) UAMPS is a political subdivision of the State of Utah and an energy services interlocal entity, duly created and validly existing under the Act and the Joint Action Agreement;

(ii) UAMPS has all corporate power and authority necessary to enter into and perform its obligations under this Contract;

(iii) This Contract has been duly approved by the Project Management Committee and the Board and has been duly authorized, executed and delivered by UAMPS and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by UAMPS of this Contract does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to UAMPS and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which UAMPS is a party or to which any of its property, assets or revenues is subject;

(v) to UAMPS' knowledge, there is no pending or threatened action or proceeding affecting UAMPS which purports to affect the authorization, legality, validity or enforceability of this Contract, the Joint Action Agreement or the Pooling Agreement; and

(vi) the descriptions, information and studies regarding the Project, the Project Agreements and this Contract provided to the Participant by UAMPS have been prepared in good faith based upon the facts and information known to UAMPS at the time, and UAMPS has no reason to believe that such descriptions, information and studies taken as a whole are incorrect or misleading in any material respect.

Section 31. Information to Be Made Available. (a) From and after the effective date of the Power Sales Contracts and subject to their availability under the applicable provisions of the Project Agreements, UAMPS shall make available for examination by the Participant:

(1) all books of accounts, records, documentation and contracts in the possession of UAMPS relating to the operation of the Project;

(2) copies of all agreements and data in the possession of UAMPS relating to the financing of the Project;

(3) copies of all operating and financial records and reports relating to the Project in the possession of UAMPS;

(4) copies of policies of insurance carried pursuant to Section 14; and

(5) such other information and documents with respect to the Project as the Participant may reasonably request from time to time.

(b) UAMPS may from time to time provide information to the Participant or the Participant's Representative that it designates as "non-public, "commercially sensitive," "confidential" or with similar words indicating that public disclosure of such information should not be made and can be expected to cause harm to UAMPS and the Participants. The Participant and the Participant's Representative agree to (i) classify any information as "non-public," "protected" or with such similar words as may be used under all public records laws that may apply to the Participant, (ii) notify UAMPS of any request or demand for disclosure of such information and (iii) cooperate with UAMPS in contesting any such disclosure request or demand.

(c) The Participant acknowledges that the ability of UAMPS to sell the Bonds depends upon, among other things, the credit standing of the Participants and their Electric Systems and that it will be necessary for UAMPS to provide certain information with respect to the Participants and their Electric Systems in connection with the sale of the Bonds (whether or not the Participant is making a Capital Contribution). Consequently, the Participant covenants to and agrees with UAMPS that the Participant will, upon request, provide to UAMPS all information with respect to the Participant and its Electric System, including financial and operating information and all contracts, documents, reports, bond resolutions and indentures, as may be requested by UAMPS or its counsel in connection with the financing of the Project and the issuance of the Bonds.

(d) The Participant covenants to and agrees with UAMPS that the Participant will furnish to UAMPS (1) not later than 180 days after the end of each fiscal year of the Participant, (A) a copy of the most recent annual financial statements of the Participant and its Enterprise Fund, audited by an independent certified public accountant or firm of such accountants, together with copies of all management letters and written recommendations and comments submitted by the accountants making such audit, and (B) the information and documents described in EXHIBIT II attached hereto, and (2) such other information and documents as UAMPS may reasonably request from time to time.

(e) The Participant may notify UAMPS if non-public information is contained in the materials provided under EXHIBIT II. UAMPS agrees to (i) classify any such non-public information as "protected records" within the meaning of, and to the extent permitted under, the Utah Government Records Access and Management Act, (ii) agrees to cooperate with the Participant to appropriately classify any such non-public information under such other public records laws that apply to the Participant and (iii) notify the Participant of any demand for

disclosure of such information and will cooperate with the Participant in contesting any such disclosure demand.

(f) Concurrently with its execution and delivery of this Contract, the Participant shall deliver to UAMPS (i) a certificate, together with attached exhibits, in substantially the form attached hereto as EXHIBIT III and (ii) an opinion of counsel in substantially the form attached hereto as EXHIBIT V. In connection with each issuance of Bonds by UAMPS and at such other times as UAMPS may reasonably request, the Participant shall deliver to UAMPS (iii) a bring-down certificate in substantially the form attached hereto as EXHIBIT IV, and (iv) a bring-down opinion of counsel in substantially the form attached hereto as EXHIBIT VI.

Section 32. Covenants and Agreements of the Participant. The Participant covenants to and agrees with UAMPS as follows:

(a) *Maintenance of Rates.* The Participant shall establish, maintain, revise, charge and collect rates for electric service rendered by it to its customers so that such rates shall provide revenues which, together with other funds reasonably estimated to be available, will be sufficient to meet the Participant's obligations to UAMPS under this Contract, to pay all other operating expenses of the Participant's Electric System and to provide revenues sufficient to pay all obligations of the Participant payable from, or constituting a charge or lien on, the revenues of its Electric System and, to the extent being paid from the revenues of its Electric System, all other bonds of the Participant now or hereafter outstanding.

(b) *Maintenance of Revenues*. The Participant shall promptly collect all charges due for electric utility services supplied by it as the same become due. The Participant shall at all times maintain and shall exercise Commercially Reasonable Efforts to enforce its rights against any person, customer or other entity that does not pay such charges when due.

(c) *Sale or Assignment of Electric System or Power Sales Contract*. During the term of this Contract, the Participant shall not sell, lease or otherwise dispose of all or substantially all of its Electric System, except upon compliance with the following provisions respecting the transfer or assignment of its Entitlement Share.

The Participant shall not assign, sell or transfer all or any part of its Entitlement Share or any or all of its interests under this Contract, except upon one hundred twenty (120) days' prior written notice to UAMPS and compliance with the provisions set forth below. Within thirty (30) days after receipt of such notice from the Participant (and if such notice indicates that the Participant proposes to assign its Entitlement Share), UAMPS shall notify all of the other Participants of the proposed assignment or transfer by the Participant of all or part of its Entitlement Share. Each of the other Participants shall have the option of acquiring all or any portion of the Entitlement Share that is proposed to be assigned or transferred and shall notify UAMPS of its exercise of such option within forty-five days of its receipt of the notice from UAMPS referred to in the preceding sentence. In the event that two or more of the other Participants shall exercise their options with respect to the Entitlement Share that is proposed to be assigned or transferred in amounts which exceed the total Entitlement Share proposed to be assigned, UAMPS shall, to the extent necessary, make a pro rata allocation of the such Entitlement

Share among the Participants which have exercised their options, based upon the existing Entitlement Shares of the requesting Participants. In the event that less than all of such Entitlement Share shall be acquired by other Participants, UAMPS shall notify the other Members of UAMPS of the proposed assignment of an Entitlement Share and shall provide such Members with an opportunity to acquire the remaining portion of the Participant's Entitlement Share.

In the event that less than all of the Entitlement Share proposed to be transferred or assigned is to be acquired by other Participants or other Members of UAMPS, the Participant may proceed to transfer or assign its Entitlement Share and its rights under this Contract upon satisfaction of the following conditions: (A) at the sole option of UAMPS either (i) the purchaser or assignee shall assume all obligations of the Participant under this Contract in such a manner as shall assure UAMPS to its sole satisfaction that the Participant's Entitlement Share to be purchased hereunder and the amounts to be paid therefor will not be reduced, and if and to the extent deemed necessary by UAMPS in its sole discretion to reflect such assignment and assumption, UAMPS and such purchaser or assignee shall enter into an agreement supplemental to this Contract to clarify the terms upon which the Participant's Entitlement Share is to be sold hereunder by UAMPS to such purchaser or assignee; or (ii) such purchaser or assignee shall enter into a new contract with UAMPS for the purchase of the Participant's Entitlement Share at a price and on terms which UAMPS in its sole discretion determines not to be less beneficial to it and the other Participants than this Contract; (B) the senior debt, if any, of such purchaser or assignee, if such purchaser or assignee is not a Participant shall be rated by at least "Baa2" or "BBB", as applicable, by at least one Rating Agency; (C) the Project Management Committee shall by resolution determine that such sale, lease or other disposition will not adversely affect UAMPS, the other Participants or the security for the payment of Bonds; and (D) UAMPS shall have received an opinion of Bond Counsel to the effect that such sale, assignment or disposition will not by itself adversely affect the Tax Status of Bonds theretofore issued or thereafter issuable. UAMPS shall make the determinations required by this subparagraph (3) within one hundred twenty (120) days of receipt by UAMPS of the notice referred to in the first sentence of this subparagraph and shall provide a written copy of such determinations to the Participant.

In the event any sale, lease or other disposition is permitted pursuant to this subparagraph (3), UAMPS may require as additional security to assure the flow of revenues under this Contract, and the transferring and assigning Participant shall provide or cause to be provided either a prepayment or a security deposit for amounts due under this Contract in such amounts as shall be determined by the Project Management Committee.

Upon the completion of any such sale, lease or other disposition, UAMPS shall prepare and send to each of the Participants a revised SCHEDULE I, setting forth the Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the Participants, as revised to reflect such sale, lease or other disposition.

(d) *Good Utility Practice*. The Participant shall, in accordance with Good Utility Practice, (i) at all times operate its Electric System and the business thereof in an efficient manner, (ii) maintain its Electric System in good repair, working order and condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Electric System, so that at all times the business thereof shall be

properly conducted, and (iv) duly perform its obligations under all power supply and transmission service agreements to which it is a party.

(e) *Operating Expenses*. UAMPS and the Participant intend that the payments to be made by the Participant to UAMPS pursuant to this Contract will be payable (i) if and to the extent that any payments are required to be made prior to the Commercial Operation Date, from the revenues and income derived from the operation of the Participant's Electric System as a cost of the development of a new long-term power supply resource, (ii) from and after the Commercial Operation Date as a cost of purchased electric power and energy, and (iii) in each case as an operating expense of the Participant's Electric System and a first charge, together with all other operating expenses, on the revenues derived from the operation of the Participant's Electric System; *provided that* if any amount payable by the Participant under this Contract is prohibited from being paid as an operating expense of the Participant's Electric System under applicable law or a binding contractual obligation, such amount shall be payable from the available revenues and income of the Participant's Electric System. The Participant covenants to and agrees with UAMPS that it will, unless otherwise required by applicable law or under a binding contractual obligation, include the annual payments required to be made by it under this Contract as a cost of purchased electric power and energy as an operating expense in the annual operating budget of its Electric System and in any resolution, ordinance or indenture providing for future borrowings for the Participant's Electric System.

(f) *Tax Status*.

(i) The Participant agrees that it will apply all of the Electric Energy acquired under this Contract to a Qualified Use and that it will not take or omit to take any action (whether with respect to the Electric Energy acquired under this Contract or otherwise) which could, either alone or in conjunction with any other similar actions by the Participant or other Participants, adversely affect the Tax Status of any Bonds issued or issuable by UAMPS. Upon any breach of the foregoing covenants, the Participant shall take and pay the costs of all remedial actions as may be directed by UAMPS in order to maintain the Tax Status of the Bonds.

(ii) The Participant represents and warrants that, as of the Effective Date, it has no contracts (and has no current expectation of entering into any contracts) other than Permitted Output Contracts to provide electric service to any purchaser. At least thirty days prior to entering into any such contract, the Participant shall notify UAMPS of its intent to enter into such contract and provide copies of such contract to UAMPS. Within thirty days after receipt of such notice, UAMPS shall advise the Participant as to whether, in the opinion of Bond Counsel, such contract would result in a violation of the covenant in clause (i) above. The cost of such opinion and other reports necessary in connection therewith shall be borne by the Participant.

(iii) The Participant agrees to provide such information as UAMPS may request and to comply with such additional instructions as may be provided by UAMPS in order to confirm and maintain the Qualified Use of the Electric Energy sold under this Contract.

Section 33. Default by Participant. Each of the following shall constitute a "default" by the Participant under this Power Sales Contract:

(a) failure of the Participant to make to UAMPS any of the payments for which provision is made in this Power Sales Contract within five business days after the due date of any such payment; or

(b) failure by the Participant to observe any of the covenants, agreements or obligations on its part contained herein and failure to remedy the same for a period of sixty days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given by or on behalf of UAMPS; or

(c) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including without limitation proceedings under Title 11, Chapter 9, United States Code or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors, are instituted by or against the Participant and, if instituted against the Participant, said proceedings are consented to or are not dismissed within thirty days after such institution.

Section 34. Continuing Obligation of Participant; Right of UAMPS to Discontinue Service. (a) In the event of any default referred to in Section 33, the Participant shall not be relieved of its liability for payment of any amounts in default or its failure to observe its covenants, agreements and obligations hereunder and UAMPS shall have the right to recover from the Participant any amount in default. In enforcement of any such right of recovery, UAMPS may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of the Participant hereunder or the obligation of the Participant to make any payment for which provision is made in this Contract.

(b) In addition to proceeding with its rights against a defaulting Participant pursuant to paragraph (a) above, UAMPS may, upon not less than thirty days' written notice from UAMPS to the Participant, cease and discontinue providing all or any portion of the Participant's Entitlement Share and may terminate the Participant's right to receive the Electric Energy allocable to its Entitlement Share under this Power Sales Contract. In connection with its determination to discontinue providing all or any portion of a defaulting Participant's Entitlement Share, UAMPS shall take into account, among such other matters as UAMPS in its sole discretion shall deem relevant, the amounts and due dates of its payment obligations under the Project Agreements and the Financing Documents and the funds and revenues available to UAMPS to enable it to meet its obligations thereunder. Any such termination of the Participant's Entitlement Share under this Power Sales Contract shall not, however, terminate, reduce or modify the Participant's outstanding obligations and liabilities hereunder.

(c) The suspension or termination of a defaulting Participant's right to receive its Entitlement Share and any actions taken by UAMPS pursuant to Section 35 shall not terminate, reduce or modify the defaulting Participant's obligations and liabilities under its Power Sales Contract. The defaulting Participant shall remain liable under all billing statements rendered by

UAMPS, whether prior or subsequent to the default, and UAMPS for itself and on behalf of the nondefaulting Participants shall be entitled to recover from the defaulting Participant all damages, legal fees, costs and expenses incurred by UAMPS and the nondefaulting Participants as a result of such default. UAMPS shall exercise Commercially Reasonable Efforts to mitigate the damages resulting from the Participant's default.

Section 35. Transfer of Entitlement Share Following Default; Other Actions by UAMPS. (a) UAMPS and the Participant acknowledge that a default by any of the Participants under its Power Sales Contract could reduce the revenues available to UAMPS which are necessary in order for UAMPS to meet its obligations under the Project Agreements and the Financing Documents on a timely basis. In the event of an insufficiency of revenues and an inability on the part of UAMPS to meet its obligations under the Project Agreements and the Financing Documents on a timely basis, the ability of UAMPS to deliver Electric Energy from the Project and the interests of all of the Participants will be materially and adversely affected. The provisions of this Section are intended to assure the sufficiency of revenues to UAMPS following a default by a Participant under its Power Sales Contract by the reallocation of the defaulting Participant's Entitlement Share. As set forth below, UAMPS agrees to take certain actions to mitigate the impact of any such reallocation on the nondefaulting Participants. The Participants agree that the provisions of this Section are reasonable and necessary in order for them to achieve the benefits of their joint and cooperative undertaking with respect to the Project.

(b) In the event of a default by any Participant and discontinuance of service pursuant to Section 35 of such Participant's Power Sales Contract, but only if the Project has not been terminated, UAMPS and the nondefaulting Participants shall take the following actions in the order set forth below:

(1) UAMPS shall immediately make a mandatory allocation of the defaulting Participant's Entitlement Share among all of the nondefaulting Participants, pro rata on the basis of their original Entitlement Shares. UAMPS shall provide written notice to the nondefaulting Participants of the mandatory allocation of the defaulting Participant's Entitlement Share which notice shall (a) set forth the date of the mandatory allocation, (b) include a revised Schedule I showing the increased Entitlement Shares and (to the extent applicable) the revised Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the nondefaulting Participants as a result of such allocation, (c) direct each of the nondefaulting Participants to make an election pursuant to subparagraph (2) below, and (d) set forth the date by which each of the nondefaulting Participants must notify UAMPS of its election pursuant to subparagraph (2) below. Such mandatory allocation of the defaulting Participant's Entitlement Share and the increased Entitlement Shares and the revised Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the nondefaulting Participants as a result of such allocation (as shown on the revised Schedule I prepared by UAMPS) shall remain in effect until the completion of the procedures provided for in this paragraph (a). During such period, each of the nondefaulting Participants shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share and its revised Capital Contribution Percentage, Debt Service Percentage and Debt Service Share as a result of such allocation.

(2) Within sixty days after the allocation of the defaulting Participant's Entitlement Share provided for in subparagraph (1) above, each of the nondefaulting Participants shall notify UAMPS in writing of its election of one of the following options: (A) to retain that portion of the defaulting Participant's Entitlement Share allocated to such nondefaulting Participant pursuant to subparagraph (1) above and the additional amount, if any, of the defaulting Participant's Entitlement Share that such nondefaulting Participant elects to acquire from any other nondefaulting Participant that may elect to retain less than all of the defaulting Participant's Entitlement Share allocated to it pursuant to subparagraph (1) above; or (B) to retain none or less than all of the defaulting Participant's Entitlement Share allocated to the Participant pursuant to subparagraph (1) above. Any Participant that shall have elected to retain all of that portion of the defaulting Participant's Entitlement Share allocated to it pursuant to subparagraph (1) above shall be deemed to have fully satisfied its obligations to UAMPS under this Section and shall not thereafter be required to accept any additional allocation of the defaulting Participant's Entitlement Share.

(3) Within thirty days after its receipt of the elections of all nondefaulting Participants pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Participants have elected to retain all of the Entitlement Share of the defaulting Participants pursuant to subparagraph (2). In the event that any of the Participants shall have elected to retain less than all of its allocation of the defaulting Participant's Entitlement Share, UAMPS shall proportionally reallocate the remaining amount of the defaulting Participant's Entitlement Share among those nondefaulting Participants that have requested additional amounts of the defaulting Participant's Entitlement Share. To the extent necessary to provide for a complete reallocation of the defaulting Participant's Entitlement Share, UAMPS shall next reallocate any remaining portion of the defaulting Participant's Entitlement Share among those Participants that did not elect to retain all of their initial allocations of such Entitlement Share. Proportional reallocations shall be based upon the Entitlement Shares of the nondefaulting Participants in effect immediately prior to the defaulting Participant's default.

(4) In no event shall any reallocation of a defaulting Participant's Entitlement Share, or the total of all mandatory reallocations of Entitlement Shares in the event of two or more Participant defaults under the Power Sales Contracts, cause any nondefaulting Participant's Entitlement Share to increase by more than [__]%* over its original Entitlement Share set forth on Schedule I.

(5) Each allocation or reallocation of a defaulting Participant's Entitlement Share shall also allocate or reallocate the defaulting Participant's Capital Contribution Percentage and Debt Service Percentage to the nondefaulting Participants receiving such allocation or reallocation. The Capital Contribution Percentage and the Debt Service Percentage of the defaulting Participant shall be allocated to each of such nondefaulting

* This amount will not exceed 25% and will be determined by the Project Management Committee upon the Effective Date of the Power Sales Contracts.

Participants proportionally based upon the respective amounts of the defaulting Participant's Entitlement Share that are allocated or reallocated to them.

(6) UAMPS shall deliver, promptly after making the determinations and reallocations required by this paragraph (b), a notice to the nondefaulting Participants which notice shall (A) set forth the reallocation of the defaulting Participant's Entitlement Share made by UAMPS pursuant to subparagraph (3) above, and the effective date of such reallocation, (B) set forth the amount, if any, of the Entitlement Share of the defaulting Participant that has been mandatorily reallocated to nondefaulting Participants that did not elect to retain or acquire the same, and (C) include a revised SCHEDULE I showing the revised Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares, respectively, of the nondefaulting Participants as a result of the reallocation provided for under subparagraph (3). The Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares shown on such revised SCHEDULE I shall thereafter be the Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the nondefaulting Participants.

(7) Any portion of the Entitlement Share of a defaulting Participant transferred pursuant to this paragraph (b) to a nondefaulting Participant shall become a part of and shall be added to the Entitlement Share of each transferee Participant, and from and after the date of such transfer the transferee Participant shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Power Sales Contract. The defaulting Participant shall remain liable to UAMPS and the other Participants for costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Participant's Entitlement Share provided for in this Section.

(c) In the event that any portion of a defaulting Participant's Entitlement Share shall have been mandatorily reallocated to nondefaulting Participants pursuant to paragraph (b)(3) above or in the event that the procedures set forth in paragraph result in the reallocation of less than all of a defaulting Participant's Entitlement Share, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of all or any part of the defaulting Participant's Entitlement Share as follows and in the following order:

(1) UAMPS shall first seek to sell all or any part of the defaulting Participant's Entitlement Share on terms and conditions comparable to those contained in the Power Sales Contracts; and

(2) UAMPS shall then seek to sell all or any part of such portion of the defaulting Participant's Entitlement Share or the Electric Energy associated therewith on the best obtainable terms and conditions.

Subject to the provisions of the Financing Documents, no sale, transfer or other disposition of all or a part of an Entitlement Share shall be made pursuant to this paragraph (c) if such sale, transfer or disposition will adversely affect the exclusion from gross income for federal income tax purposes of the interest on any of the Bonds issued as tax exempt obligations.

(d) In the event that UAMPS is unable to sell or dispose of any portion of the defaulting Participant's Entitlement Share pursuant to paragraph (c) above within 180 days of commencing Commercially Reasonable Efforts so to do and UAMPS, based upon determinations by the Project Management Committee and the Board, determines that the inability to sell or dispose of the defaulting Participant's Entitlement Share will materially and adversely affect the ability of the nondefaulting Participants to meet their obligations under the Power Sales Contract or the ability of UAMPS to meet its obligations under the Project Agreements and the Financing Documents, then UAMPS shall take such actions as UAMPS in its sole discretion shall deem necessary to ensure the availability of sufficient funds and revenues to enable UAMPS to meet its obligations under the Project Agreements and the Financing Documents. Such actions may include, without limitation, any of the following measures (or any combination thereof):

(1) UAMPS may sell all or any portion of the Project that is allocable to the defaulting Participant's Entitlement Share on such terms and conditions as UAMPS deems to be in the best interest of UAMPS and the nondefaulting Participants and shall apply the proceeds of such sale to the purchase, redemption or defeasance of the Bonds or to other purposes related to the Project; or

(2) UAMPS may enter into contractual arrangements for the sale of all or any portion of the defaulting Participant's Entitlement Share or the Electric Energy associated therewith on such terms and conditions as will maximize the revenues available to UAMPS without regard to any adverse effect that such sale may have on the exclusion of interest on the Bonds from gross income for federal income tax purposes.

In the event that UAMPS makes any sale pursuant to clause (2) above, UAMPS will obtain an opinion of Bond Counsel addressing the tax status of interest on the Bonds issued as tax exempt obligations. UAMPS will take such remedial actions as are available to it to preserve the tax exempt status of interest on such Bonds. In the event that such opinion indicates that interest on the Bonds is or will become includible in gross income for federal income tax purposes, the Participant acknowledges that it may be necessary for UAMPS to pay additional amounts as interest or penalties on the Bonds and that the Debt Service Costs payable by the Participant pursuant to Section 26 will increase correspondingly. The Participant agrees to pay its Debt Service Share of such increased Debt Service Costs pursuant to the provisions of this Power Sales Contract.

(e) Upon any sale or disposition of all or any portion of a defaulting Participant's Entitlement Share or the Electric Energy associated therewith or any sale of the Project pursuant to paragraphs (c) and (d) above, UAMPS shall take into account the proceeds realized or the revenues to be received from such sale or disposition and shall, to the extent necessary, make adjustments to the Entitlement Share, Capital Contribution Percentage, Debt Service Percentage and Debt Service Share of each of the nondefaulting Participants to reflect such sale or disposition and to ensure the receipt of revenues sufficient to enable UAMPS to meet its obligations under the Project Agreements and the Financing Documents. The Participant acknowledges that such adjustments may, under certain circumstances, result in a change in the Participant's share of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs without a corresponding change in the Participant's Entitlement Share. Upon the completion of the

procedures provided for in this Section, UAMPS shall prepare and send to each of the Participants a final revised SCHEDULE I, setting forth the Entitlement Shares, the Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares, respectively, of the nondefaulting Participants after the procedures and actions provided for in this Section.

Section 36. Other Default by Participant. In the event of a failure of the Participant to observe, keep and perform any of the covenants, agreements or obligations on its part contained in this Power Sales Contract, UAMPS may, in addition to its other rights hereunder, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against the Participant.

Section 37. Default by UAMPS; Dispute Resolution. (a) In the event of any default by UAMPS under any covenant, agreement or obligation of this Power Sales Contract, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate and in no event shall the Participant withhold or offset any payment owed to UAMPS hereunder.

(b) Prior to and as a condition to the filing of any action with respect to this Contract under paragraph (a) above, the Participant shall first submit the dispute or matter in question to the Project Management Committee for mediation by giving notice in writing to UAMPS and the Chair of the Project Management Committee describing the dispute or matter and the issue or issues to be resolved. The Participant agrees to participate fully and in good faith in all mediation proceedings of the Project Management Committee. In the event that the Project Management Committee is unable to resolve or mediate such dispute or matter within 120 days after UAMPS has received written notice of the dispute, the Participant shall have the right to initiate such proceedings as it may deem necessary pursuant to paragraph (a).

Section 38. Abandonment of Remedy. In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of UAMPS and the Participant shall continue as though no such proceedings had been taken.

Section 39. Waiver of Default. Any waiver at any time by either UAMPS or the Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

Section 40. Relationship to and Compliance with Other Instruments. (a) It is recognized by the parties hereto that UAMPS, in undertaking, or causing to be undertaken, the planning, financing, construction, acquisition, operation and maintenance of the Project, must comply with the requirements of the Financing Documents, the Project Agreements and all Permits and Approvals necessary therefor, and it is therefore agreed that this Power Sales Contract is made subject to the terms and provisions of the Financing Documents, the Project Agreements and all such Permits and Approvals.

(b) UAMPS covenants and agrees that it will use Commercially Reasonable Efforts for the benefit of the Participant to comply in all material respects with all terms, conditions and covenants applicable to it contained in the Financing Documents, the Project Agreements and all Permits and Approvals relating thereto and that it will not, without the consent of the Participant, enter into any amendment or modification of the Financing Documents or the Project Agreements which will change the Participant's Entitlement Share or which will materially and adversely affect the rights and obligations of the Participant hereunder.

Section 41. Liability of Parties. UAMPS and the Participant shall assume full responsibility and liability for the maintenance and operation of their respective properties and each shall, to the extent permitted by law, indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; *provided* that any liability which is incurred by UAMPS through the operation and maintenance of the Project or pursuant to the Project Agreements and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of UAMPS hereunder, and any payments made by UAMPS to satisfy such liability shall, except to the extent paid from proceeds of Bonds or Capital Contributions, become part of Operation and Maintenance Costs.

Section 42. Assignment of Power Sales Contract. (a) This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; *provided, however,* that neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except as follows:

(1) UAMPS may assign its interests under this Power Sales Contract or all or any portion of the amounts payable by the Participant hereunder pursuant to the Financing Documents as described in paragraph (b) below;

(2) UAMPS may sell, transfer or reallocate all or any portion of the Participant's Entitlement Share following a default by the Participant and a discontinuance of service as provided in Section 35;

(3) After such point in time as all Bonds issued under the Financing Documents have been paid or deemed to have been paid as provided in the Financing Documents, UAMPS may assign this Power Sales Contract and pledge the amounts payable by the Participant hereunder without limitation;

(4) the Participant shall assign the Electric Energy allocable to the Participant's Entitlement Share to the UAMPS Pool as provided in Section 10; and

(5) subject to the provisions of Section 32, the Participant may assign or transfer all or any portion of its Entitlement Share or its interests under this Power Sales Contract.

(b) The Participant acknowledges and agrees that UAMPS may assign and pledge to the Trustee designated in the Financing Documents all or any portion of its right, title, and interest in and to the payments to be made to UAMPS under the provisions of this Power Sales Contract, as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on Bonds and, upon such assignment and pledge, UAMPS may grant to the Trustee any rights and remedies herein provided to UAMPS, and thereupon any reference herein to UAMPS shall be deemed, with the necessary changes in detail, to include the Trustee which on behalf of and together with the owners from time to time of the Bonds shall be third party beneficiaries of the covenants and agreements of the Participant herein contained.

Section 43. Termination or Amendment of Power Sales Contract. (a) This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

(b) This Power Sales Contract shall not be amended, modified, or otherwise altered in any manner that will adversely affect the security for the Bonds afforded by the provisions of this Power Sales Contract. So long as any of the Bonds are outstanding or until adequate provisions for the payment thereof have been made in accordance with the provisions of the Financing Documents, this Power Sales Contract shall not be amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for the Bonds or extend the time of such payments provided herein or which will in any manner impair or adversely affect the rights of the owners from time to time of the Bonds.

(c) Subject to Section 6, no Power Sales Contract entered into between UAMPS and another Participant may be amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon written notice to and written consent or waiver by each of the other Participants, and upon similar amendment being made to the Power Sales Contract of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

(d) In connection with any revision or amendment of the billing procedures provided for in Section 25 or of any of the Exhibits, UAMPS shall promptly provide a copy of the revision or amendment to the Participant.

Section 44. Notices and Computation of Time. All notices, demands or other communications made pursuant to this Contract (each, a *"Notice"*) may be sent by facsimile, electronic mail, other mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivery. Notice shall be deemed given when received by the addressee, unless received on a day that is not a business day or received after 5:00 p.m. (receiving party's local time) on a business day, in which case Notice shall be deemed to have been received on the next following business day. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) Notice sent by facsimile or electronic mail shall be deemed to have been received upon the sending party's receipt of electronic confirmation of successful transmission; (ii) Notice sent by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving

party; and (iii) Notice sent by first class mail shall be deemed to have been received five business days after mailing.

(b) All Notices shall be sent by UAMPS to the business address, facsimile address or e-mail address of the Participant's Representative. All Notices shall be sent by the Participant to the business address, facsimile address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

Section 45. Relationship of UAMPS and the Participant; Relationship among Participants. (a) This Power Sales Contract is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Power Sales Contract.

(b) The covenants, obligations, liabilities, rights and benefits of the Participant under this Power Sales Contract are individual and not joint and several, or collective, with those of any other Participant. Other than giving effect to the joint and cooperative action of UAMPS on behalf of the Participants, the Power Sales Contracts shall not be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on, between or among the Participant and any one or more of the Participants. No Participant shall be or be deemed to be under the control of, nor shall any Participant control or be deemed to control, any or all of the other Participants or the Participants as a group. No Participant shall be bound by the actions of any other Participant, nor shall any Participant be deemed to be the agent of any other Participant or have the right to bind any other Participant.

S*ection 46. No Recourse Against Officers, Etc. of UAMPS or Participant*. No member of the governing body, nor any officer or employee of UAMPS or the Participant shall be individually or personally liable for any payment under this Power Sales Contract or be subject to any personal liability or accountability by reason of the execution of this Power Sales Contract; *provided, however,* that this Section shall not relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Power Sales Contract.

Section 47. Governing Law; Jurisdiction and Venue. (a). This Power Sales Contract is made under and shall be governed by the law of the State of Utah; *provided, however,* that if the Participant is organized or created pursuant to the laws of another state, then the authority of the Participant to execute and perform its obligations under this Power Sales Contract shall be determined under the laws of such state. Headings herein are for convenience only and shall not influence the construction hereof.

(b) All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering this Contract, each party, for itself and in connection with its properties, irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts; waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party at its address provided in accordance with

Section 44; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

Section 48. Severability; No Merger. (a) If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(b) This Power Sales Contract constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

Section 49. Contract Beneficiaries. This Contract is entered for the benefit of and as the binding agreement of UAMPS and the Participant. The Trustee and the owners of the Bonds are the only third-party beneficiaries of this Contract, as and to the extent provided in the Financing Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

HURRICANE CITY, UTAH

By:_____
Its Mayor

[SEAL]

ATTEST AND COUNTERSIGN

By:_____
Title: City Recorder

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By:_____
Chairman

[SEAL]

ATTEST AND COUNTERSIGN

By:_____
Assistant Secretary

PRELIMINARY

SCHEDULE D

SCHEDULE OF PARTICIPANTS, DEVELOPMENT SHARES AND DEVELOPMENT COST SHARES

PARTICIPANT	DEVELOPMENT SHARE (KW)	DEVELOPMENT COST SHARE (%)*
TOTAL		100.0000%

* Column may not total due to rounding.

SCHEDULE I

SCHEDULE OF PARTICIPANTS, ENTITLEMENT SHARES

SCHEDULE OF PARTICIPANTS, ENTITLEMENT SHARES, CAPITAL CONTRIBUTION PERCENTAGES, DEBT SERVICE PERCENTAGES AND DEBT SERVICE SHARES*

PARTICIPANT	ENTITLEMENT SHARE	
	kW	%**
TOTAL		%

* Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares to be added if Capital Contributions are made.

** Column may not total due to rounding.

EXHIBIT I

DESCRIPTION OF THE INITIAL FACILITIES

The following is a preliminary and summary description of the Initial Facilities. This description is subject to change based upon selection of the Contractor, the negotiation of the final terms of the Construction Contracts and the construction of the Initial Facilities. The final description of the Initial Facilities will be approved by the Project Management Committee after the Project achieves commercial operation.

PARTICIPANT _____
FISCAL YEAR _____

EXHIBIT II

FORM OF PARTICIPANT'S ANNUAL INFORMATION REPORT*

SYSTEM DESCRIPTION

Incorporated area of municipality _____ square miles.

Service area of utility _____ square miles.

Transmission and distribution lines _____ miles.

Number of employees in electrical department _____. (Include sum of shared employees' time in other city offices to determine equivalent full-time employees.)

Number of customers served outside the city limits _____.

Service area outside of the city limits _____ square miles.

NUMBER OF ELECTRICAL CUSTOMERS AND TYPE OF LOAD SERVED

CUSTOMER CLASS	NUMBER OF CUSTOMERS
Residential	
Commercial	
Industrial	
Agricultural and Pumping	
Military and Other	
TOTAL	

Annual audit will be sent to UAMPS as soon as completed after the fiscal year.

Electric Rate Schedules for the above classes of service are attached hereto.

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* Under Section 31(d) of the Power Sales Contract, UAMPS has agreed to classify certain of the information provided by the Participant on this Exhibit II as a "protected record," pursuant to the Participant's request. The Participant must also take any actions necessary on its part to appropriately classify and protect such information provided in this Exhibit.

Customer Sales by Class

Total sales to your customers _____ kWh.

Revenues from energy sales to your customers in $_____.

CUSTOMER CLASS	KWH SALES	REVENUES ($)
Residential		
Commercial		
Industrial		
Agricultural		
Other		
TOTAL		

GENERATION
PRODUCED FOR SYSTEM LOAD

	GENERATING UNIT PRODUCTION							
	#1		#2		#3		#4	
	kW	kWh	kW	kWh	kW	kWh	kW	kWh
July								
August								
September								
October								
November								
December								
January								
February								
March								
April								
May								
June								
TOTAL								

SYSTEM PEAK INCLUDING LOAD
COVERED BY OWN GENERATION

	kW		kW
July		January	
August		February	
September		March	
October		April	
November		May	
December		June	

FIVE LARGEST LOADS

	TYPE OF BUSINESS	KWH SOLD	ANNUAL ELECTRICAL BILLINGS
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

ACHIEVEMENTS

Provide below the achievements of your utility for the year.

EXHIBIT III

FORM OF CERTIFICATE OF PARTICIPANT

STATE OF _____)
)
COUNTY OF _____)

The undersigned hereby certify that they are the [Executive Officer] and [Clerk/Recorder/Secretary] of _____ (the *"Participant"*), a member of Utah Associated Municipal Power Systems (*"UAMPS"*), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate has been executed pursuant to Section 31(f) of the Millard County Power Project Power Sales Contract, dated as of December 1, 2024 (the *"Power Sales Contract"*), between the Participant and UAMPS, in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

2. The Participant is a _____, duly created and validly existing under the laws of the State of _____ (the *"State"*), and is governed by a _____ (the *"Governing Body"*).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Power Sales Contract and related matters (the *"Contract Resolution"*). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body held on _____, at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the [Executive Officer] and the [Clerk/Recorder/Secretary] authorized to execute and deliver the Power Sales Contract on behalf of the Participant are as follows:

NAME	OFFICE
«officer»	«office»
«officer»	«office»

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of state law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the *"System"*) that distributes and furnishes electric energy to consumers located within the established service area of the System. The Participant will use all of the electric energy from its Entitlement Share in a Qualified Use.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the *"Joint Action Agreement"*) and that certain Power Pooling Agreement (the *"Pooling Agreement"*) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. «Rep» has been duly appointed by the Governing Body as the Participant's representative to UAMPS.

10. The representations and warranties of the Participant in Section 30 of the Power Sales Contract are true and correct on and as of the date of this certificate.

11. The Participant acknowledges that the information it provides under Section 31(c) and (d) of the Power Sales Contract may be used by UAMPS in connection with the issuance of Bonds to finance the Development Costs and the Cost of Acquisition and Construction of the Project and to provide necessary information to lenders and other interested parties.

Dated: _____.

[PARTICIPANT]

By _____
[Executive Officer]

By _____
[Clerk/Recorder/Secretary]

[Seal]

EXHIBIT A

[Form of Contract Resolution]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE MILLARD COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, _____ (the *"Participant"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a natural gas-fired electric generating facility consisting of multiple reciprocating internal combustion engines to be known as the "Millard County Power Project" (the *"Project"*) to be located at a site in Millard County, Utah, and to sell the capacity and output of the Project pursuant to the Millard County Power Project Power Sales Contracts (the *"Power Sales Contracts"*) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant's electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of _____, as follows:

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the [Executive Officer] is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the [Clerk/Recorder/Secretary] is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the [Executive Officer], his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing _____ kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of _____ as the Participant's Representative to UAMPS and of _____ and _____ as alternate Representatives is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The [Executive Officer] and the [Clerk/Recorder/Secretary] are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on _____, ____.

[PARTICIPANT]

By _____

_____

ATTEST:

_____

[Clerk/Recorder/Secretary]

[SEAL]

ANNEX A

[Attach Power Sales Contract]

EXHIBIT IV

FORM OF BRING DOWN CERTIFICATE OF THE PARTICIPANT

STATE OF _____)
)
COUNTY OF «COUNTY»)

The undersigned hereby certify that they are the [Executive Officer] and [Clerk/Recorder/Secretary] of _____ (the *"Participant"*), a member of Utah Associated Municipal Power Systems (*"UAMPS"*), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This certificate has been executed in connection with the issuance by UAMPS of its Millard County Power Project Revenue Bonds, _____ Series ____ (the *"Bonds"*), as more fully described in the Official Statement of UAMPS dated _____ (the *"Official Statement"*) prepared in connection with the offering and sale of the Bonds.

2. Pursuant to Section 31(f) of the Millard County Power Project Power Sales Contract, dated as of December 1, 2024, between the Participant and UAMPS, in connection with the execution and delivery of the Millard County Power Project, the undersigned executed and delivered a certificate dated _____ (the *"Original Certificate"*). The undersigned hereby reaffirm the statements made in the Original Certificate on and as of the date hereof. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Original Certificate.

[3. The undersigned have reviewed the statements and information relating to the Participant and its electric system contained in APPENDIX __ to the Preliminary Official Statement and the Official Statement under the caption, "THE PARTICIPANTS", and such statements and information, as of the respective dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, (a) were and are true and correct in all material respects and fairly and accurately present the financial and operating position of the System for the periods and as of the dates presented and (b) did not and do not omit to state a material fact necessary in order to make such statements not misleading. Since the dates of the Preliminary Official Statement and the Official Statement, there has been no change in the business, financial position, results of operations or condition of the Participant or the System that would (x) materially affect the accuracy and completeness of such statements and information or (y) materially and adversely affect the ability of the Participant to meet its obligations under the Power Sales Contract.]

Dated this _____ day of _____.

[PARTICIPANT]

By _____
Its_____

[SEAL]

EXHIBIT V

FORM OF OPINION OF COUNSEL TO THE PARTICIPANT

_____

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to _____ (the "*Participant"*) in connection with the Millard County Power Project Power Sales Contract, dated as of December 1, 2024 (the *"Power Sales Contract"*), between the Participant and Utah Associated Municipal Power Systems (*"UAMPS"*). I have been advised that, pursuant to the Power Sales Contract, UAMPS has undertaken the Project and has sold all of the Electric Energy from the Project to the Participant and others that have executed Power Sales Contracts with UAMPS.

This opinion is being delivered to you pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not defined herein have the meanings assigned to such terms in the Power Sales Contract.

As counsel to the Participant, I have examined (i) those documents relating to the existence, organization and operation of the Participant and its electric utility system (the *"System"*), (ii) all resolutions and proceedings of the Participant relating to the due authorization, execution and delivery by the Participant of the Power Sales Contract, (iii) an executed counterpart of the Power Sales Contract, and (iv) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant is a _____ duly organized and validly existing under the laws State of _____ (the *"State"*) and is qualified to own, operate and furnish electric service through the System.

2. The Participant has full legal right, power and authority to enter into the Power Sales Contract and to carry out and consummate all of the transactions contemplated thereby, and the Participant has complied with the provisions of applicable law which would be a condition precedent to entering into the Power Sales Contract or carrying out and consummating such transactions.

3. Each of the Power Sales Contract, the Joint Action Agreement and the Pooling Agreement has been duly authorized, executed and delivered by the Participant and constitutes the legal, valid and binding obligation of the Participant and is enforceable under the present law of the State in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

4. Pursuant to the Power Sales Contract, the Participant's obligation to make payments to UAMPS under the Power Sales Contract is a special obligation payable solely from the revenues and other available income of the System initially as a cost of the development of a new power supply resource and from and after the commercial operation of the Project as a cost of purchased electric energy, in each case as an operating expense of the System. The application of the revenues and other available funds of the System to make such payments is not subject to any prior lien, encumbrance or restriction.

5. The Participant has obtained all Required Approvals.

6. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which (a) purports to affect the authorization, legality, validity or enforceability of the Power Sales Contract, the Joint Action Agreement or the Pooling Agreement or (b) involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties or assets, or in the condition, financial or otherwise, of the System.

7. The execution, delivery and performance by the Participant of the Power Sales Contract will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

8. No event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, which breach or default would have a material adverse impact on UAMPS' ownership or operation of the Project or the ability of the Participant to fully perform its obligations under the Power Sales Contract.

9. The Participant has lawful authority to fix and collect rates, fees and charges for the services provided by the System. Such rates, fees and charges for utility services provided to customers located within the corporate boundaries of the Participant are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Participant and are in full force and effect.

10. The Participant has lawful authority to own the System and, to my knowledge, the Participant (a) has good and merchantable title to the properties comprising the System and (b) holds all permits, licenses and approvals necessary for the operation of the System.

I hereby authorize Chapman and Cutler LLP, as bond counsel, to rely on this opinion as though addressed to it.

Respectfully submitted,

EXHIBIT VI

FORM OF BRING-DOWN OPINION OF COUNSEL TO THE PARTICIPANT

_____

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to _____ (the *"Participant"*) in connection with the Millard County Power Project Power Sales Contract dated as of December 1, 2024 (the *"Power Sales Contract"*) between the Participant and Utah Associated Municipal Power Systems (*"UAMPS"*). I have been advised that UAMPS has made arrangements for the issuance and sale on the date hereof of its Millard County Power Project Revenue Bonds, _____ Series _____ (the *"Bonds"*).

Pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Millard County Power Project, I rendered to UAMPS an approving legal opinion, dated _____ (the *"Prior Opinion"*), with respect to the Participant. In connection with the issuance and sale by UAMPS of the Bonds, I hereby reaffirm the Prior Opinion, as though it was dated the date hereof, in the form it was so rendered on _____.

[In addition to the foregoing, I have examined (i) the material describing the Participant and its electric system contained in APPENDIX A to each of the Preliminary Official Statement (together with any supplements or amendments thereto as of the date hereof, the *"Preliminary Official Statement"*) and the Official Statement (together with any supplements or amendments thereto as of the date hereof, the "*Official Statement*") of UAMPS relating to the Bonds and (ii) such other documents, information, facts and matters of law as are necessary for me to render the following opinion. Based upon the foregoing, I am of the opinion that the statements and information with respect to the Participant and its electric system contained in APPENDIX A to the Preliminary Official Statement and the Official Statement were true and correct in all material respects as of the respective dates of the Preliminary Official Statement and the Official Statement and are true and correct in all material respects as of the date hereof, and no facts have come to my attention which would lead me to believe that such statements and information contained or contain any untrue statement of a material fact or omitted to state or omit to state any material fact necessary in order to make such statements, in the light of the circumstances under which they were made, not misleading; *provided, however*, that I express no view with respect to the tabular, financial and statistical information included therein.]

I hereby authorize the reference to this opinion and to the Prior Opinion set forth under the caption, "APPROVAL OF LEGAL PROCEEDINGS," in the Official Statement. I hereby further authorize [Bond Counsel] and [other reliance parties] to rely on the Prior Opinion and on this opinion in each case as though addressed to them.

Respectfully submitted,

CERTIFICATE OF PARTICIPANT

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

The undersigned hereby certify that they are the Mayor and City Recorder of Hurricane City, Utah (the *"Participant"*), a member of Utah Associated Municipal Power Systems (*"UAMPS"*), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate has been executed pursuant to Section 31(f) of the Millard County Power Project Power Sales Contract, dated as of December 1, 2024 (the *"Power Sales Contract"*), between the Participant and UAMPS, in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

2. The Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah (the *"State"*), and is governed by a City Council (the *"Governing Body"*).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Power Sales Contract and related matters (the *"Contract Resolution"*). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body held on _____, at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the Mayor and the City Recorder authorized to execute and deliver the Power Sales Contract on behalf of the Participant are as follows:

NAME	OFFICE
Nanette Billings	Mayor
Cindy Beteag	City Recorder

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of state law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the *"System"*) that distributes and furnishes electric energy to consumers located within the established service area of the System. The Participant will use all of the electric energy from its Entitlement Share in a Qualified Use.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the *"Joint Action Agreement"*) and that certain Power Pooling Agreement (the *"Pooling Agreement"*) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. Scott Hughes has been duly appointed by the Governing Body as the Participant's representative to UAMPS.

10. The representations and warranties of the Participant in Section 30 of the Power Sales Contract are true and correct on and as of the date of this certificate.

11. The Participant acknowledges that the information it provides under Section 31(c) and (d) of the Power Sales Contract may be used by UAMPS in connection with the issuance of Bonds to finance the Development Costs and the Cost of Acquisition and Construction of the Project and to provide necessary information to lenders and other interested parties.

Dated: _____.

HURRICANE CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

OPINION OF COUNSEL TO THE PARTICIPANT

_____, 2024

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to Hurricane City, Utah (the *"Participant"*) in connection with the Millard County Power Project Power Sales Contract, dated as of December 1, 2024 (the *"Power Sales Contract"*), between the Participant and Utah Associated Municipal Power Systems (*"UAMPS"*). I have been advised that, pursuant to the Power Sales Contract, UAMPS has undertaken the Project and has sold all of the Electric Energy from the Project to the Participant and others that have executed Power Sales Contracts with UAMPS.

This opinion is being delivered to you pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not defined herein have the meanings assigned to such terms in the Power Sales Contract.

As counsel to the Participant, I have examined (i) those documents relating to the existence, organization and operation of the Participant and its electric utility system (the *"System"*), (ii) all resolutions and proceedings of the Participant relating to the due authorization, execution and delivery by the Participant of the Power Sales Contract, (iii) an executed counterpart of the Power Sales Contract, and (iv) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant is a political subdivision duly organized and validly existing under the laws State of Utah (the *"State"*) and is qualified to own, operate and furnish electric service through the System.

2. The Participant has full legal right, power and authority to enter into the Power Sales Contract and to carry out and consummate all of the transactions contemplated thereby, and the Participant has complied with the provisions of applicable law which would be a condition precedent to entering into the Power Sales Contract or carrying out and consummating such transactions.

3. Each of the Power Sales Contract, the Joint Action Agreement and the Pooling Agreement has been duly authorized, executed and delivered by the Participant and constitutes the

legal, valid and binding obligation of the Participant and is enforceable under the present law of the State in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

4. Pursuant to the Power Sales Contract, the Participant's obligation to make payments to UAMPS under the Power Sales Contract is a special obligation payable solely from the revenues and other available income of the System initially as a cost of the development of a new power supply resource and from and after the commercial operation of the Project as a cost of purchased electric energy, in each case as an operating expense of the System. The application of the revenues and other available funds of the System to make such payments is not subject to any prior lien, encumbrance or restriction.

5. The Participant has obtained all Required Approvals.

6. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which (a) purports to affect the authorization, legality, validity or enforceability of the Power Sales Contract, the Joint Action Agreement or the Pooling Agreement or (b) involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties or assets, or in the condition, financial or otherwise, of the System.

7. The execution, delivery and performance by the Participant of the Power Sales Contract will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

8. No event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, which breach or default would have a material adverse impact on UAMPS' ownership or operation of the Project or the ability of the Participant to fully perform its obligations under the Power Sales Contract.

9. The Participant has lawful authority to fix and collect rates, fees and charges for the services provided by the System. Such rates, fees and charges for utility services provided to customers located within the corporate boundaries of the Participant are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Participant and are in full force and effect.

10. The Participant has lawful authority to own the System and, to my knowledge, the Participant (a) has good and merchantable title to the properties comprising the System and (b) holds all permits, licenses and approvals necessary for the operation of the System.

I hereby authorize Chapman and Cutler LLP, as bond counsel, to rely on this opinion as though addressed to it.

Respectfully submitted,

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE MILLARD COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Hurricane City, Utah (the *"Participant"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a natural gas-fired electric generating facility consisting of multiple reciprocating internal combustion engines to be known as the "Millard County Power Project" (the *"Project"*) to be located at a site in Millard County, Utah, and to sell the capacity and output of the Project pursuant to the Millard County Power Project Power Sales Contracts (the *"Power Sales Contracts"*) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant's electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the

Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Hurricane City, Utah, as follows:

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the City Recorder is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing _____ kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of Scott Hughes as the Participant's Representative to UAMPS and Brian Anderson as alternate Representatives is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The Mayor and the City Recorder are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on _____, 2024.

HURRICANE CITY

By _____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

Power County Power Project

EXECUTIVE SUMMARY
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
POWER COUNTY POWER PROJECT

October 24, 2024

INTRODUCTION AND OVERVIEW

INTRODUCTION

This Executive Summary provides an overview of UAMPS' proposed Power County Power Project, summarizes the provisions of the Power Sales Contracts and outlines the Project Agreements. The Power County Power Project is referred to in this Executive Summary as the *"Baseload Project."* The information contained in this Executive Summary has been prepared for the use of prospective Participants in connection with their decision to participate in the Baseload Project by entering into a Power Sales Contract with UAMPS.

This Executive Summary has six parts:

Part 1: Definitions,

Part 2: Preliminary Baseload Project description,

Part 3: Estimated cost of construction; Budget and Plan of Finance,

Part 4: Interconnection and Transmission,

Part 5: Summary of the Power Sales Contracts, and

Part 6: Outlines of the Project Agreements.

The descriptions and summaries contained in this Executive Summary are preliminary, broad and general, and are subject to change as the Project Agreements and the Budget and Plan of Finance for the Baseload Project are developed and finalized under the supervision of the Baseload Project Management Committee. If you have any questions or require any additional information, please contact Jackie Coombs, UAMPS' Managing Director of Corporate and Member Services, at 801-214-6402 or by e-mail to jackie@uamps.com.

PART 1. DEFINITIONS

As used in this Executive Summary:

Baseload Project: the Power County Power Project.

Contractor: the contractor under the EPC Contract.

EPC Contract: the Engineering, Procurement and Construction Contract to be entered into by UAMPS and the Contractor with respect to the Baseload Project.

Entitlement Share: each Participant's percentage entitlement to the capability of the Baseload Project.

Interconnection Agreement: the agreement providing for the interconnection of the Baseload Project with the transmission facilities of PacifiCorp.

Joint Ownership Agreement means the agreement between UAMPS and UMPA with respect to their joint ownership of the Baseload Project.

Operating Agreement: the agreement, if any, providing for the operation and maintenance of all or any portion of the Baseload Project.

Participants: the power purchasers under the Power Sales Contracts.

Power Sales Contracts: the Power County Power Project Power Sales Contracts between UAMPS and the Participants.

Project Agreements: the Joint Ownership Agreement, the EPC Contract, major equipment agreements, the Operating Agreement, the Interconnection Agreement and the Transmission Agreement.

Project Management Committee: the committee established under the Power Sales Contracts, consisting of one representative appointed by each of the Participants.

Transmission Agreements: the Amended and Restated Transmission Service and Operating Agreement between UAMPS and PacifiCorp, and each other transmission contract, agreement or tariff entered into by UAMPS or the Participant that is used or necessary for the delivery of power and energy from the Point of Delivery to the Participant's System Point of Receipt, whether by direct transmission, displacement, exchange or otherwise.

UMPA: Utah Municipal Power Agency.

Williams Northwest Pipeline: an interstate natural gas pipeline running from the four corners region of New Mexico to the Pacific Northwest. The system stretches nearly 4000 miles to the Canadian border. This pipeline will be the source of natural gas for the Baseload Project via a pipeline connection with the plant.

Capitalized terms not defined above have the meanings assigned to them in the Power Sales Contracts.

PART 2. THE BASELOAD PROJECT

The following is a summary description of the Baseload Project. This description is subject to change as the Baseload Project is developed and based upon the terms of Permits and Approvals, the EPC Contract and the other Project Agreements. The initial Baseload Project description will be approved by the Project Management Committee upon the Effective Date of the Power Sales Contracts and the final Baseload Project description will be approved by the Project Management Committee after the Baseload Project achieves commercial operation.

PROJECT DESCRIPTION

The Baseload Project consists of the planning, design, construction and installation of a 364,000 kW natural gas-fired combined cycle generating facility in Power County, Idaho. The principal components of the Baseload Project include:

1. Preliminary planning and design of the facility with a third-party Owner's Engineer, including site studies, long-lead time ordering of equipment and estimation of project costs.

2. Preliminary site work and preparation, including clearing, fencing, grading and concrete foundations work, as well as final site work upon completion of the Baseload Project.

3. A Baseload Generation System consisting of:
   a. A single combustion turbine (CT) as the prime mover driving (directly-connected to) an electrical generator,
   b. A heat recovery steam generator (HRSG) system with duct fired burners that recover heat to drive a steam generator to produce electricity,
   c. All ancillary equipment associated with the prime mover equipment: fuel system, lubricant system, coolant systems, exhaust silencer, etc.,
   d. Air emission control equipment: Selective Catalytic Reduction (SCR) equipment,
   e. Major electrical systems: switchgear, disconnects and generator step-up transformers, and
   f. All balance-of-plant equipment: fire suppression, crane equipment, etc.

4. Electric interconnection facilities including a substation, a step-up transformer, control, metering and communications equipment, and a new transmission line to the Borah substation. See "Transmission and Interconnection" below.

5. A natural gas measurement station and small lateral supplied by Williams Northwest Pipeline.

ENGINEERING, CONSTRUCTION AND FINANCING

Pursuant to the EPC Contract, it is expected that the Contractor will provide all design, engineering, procurement, construction services necessary for the acquisition and construction of the Baseload Project. If necessary, UAMPS will be responsible for the design and construction work on the remaining components of the Baseload Project.

PERMITS AND APPROVALS

Rights-of-Way. Work performed within the project boundaries (generation, transmission and pipeline) will be a mix of private, state and federal land and will entail a federal nexus for permitting. This is primarily driven by the transmission crossing of the Snake River to gain access to the Borah substation. To obtain a Right-of-Way grant (SF-299) from the Department of the Interior, environmental and cultural studies will need to be performed within the impacted area of the project. As the land under the Snake River is considered state land, an easement with the Idaho Department of Lands will also need to be obtained.

Air Permits. The Baseload Project will require an air quality permit under Title V of the Clean Air Act as administered by the Idaho Department of Environmental Quality. The location of the project is outside of state-defined areas of nonattainment for Ozone and PM2.5 and UAMPS expects that these permits will be obtained in due course and will not impact the construction schedule for the Baseload Project.

Construction and Use Permits. Construction and operation of the Baseload Project will require building and conditional use permits from Power County, Idaho. UAMPS expects to begin the permitting process upon member subscription and approval and as site-specific design details are determined. The permitting process with Power County is expected to take from three to six months and has been incorporated into project timelines.

Additional Permits. In connection with the construction of the project, it is expected that UAMPS will be required to obtain a storm water pollution prevention plan and a storm water discharge permit under the Clean Water Act (Idaho Division of Water Quality) and a wastewater discharge permit and a spill prevention containment control plan (Idaho Division of Water Quality). Additional road permits may be required by Power County and the Idaho Department of Transportation to facilitate the transport of large equipment to construct the project and to encroach on the highway with the transmission line. UAMPS expects that these permits will be obtained in due course and will not impact the construction schedule for the Baseload Project

PROJECT CONSTRUCTION SCHEDULE

Various factors will affect the proposed construction schedule and completion date of the Baseload Project. The engineering, procurement and construction of the project is currently estimated to require approximately 30 months after the execution of the EPC Contract. Typical contractual arrangements for an EPC Contract will require UAMPS to make an initial payment to the Contractor upon execution of the EPC Contract to initiate equipment ordering and fabrication. Current challenges for obtaining long-lead items will require that UAMPS will submit a purchase

order deposit for the Generator Step Up Transformer (GSU) once the preliminary engineering is complete. The GSU for the project is the longest lead item in the schedule and may take up to 120+ weeks depending on demand in the market and supply chain constraints. The Project Management Committee will determine when to authorize the execution of the long-lead purchase order and the EPC Contract and execute the initial payment to the Contractor.

An interconnection application for the project has been made to PacifiCorp. However, the current state of electrical transmission service requests within the PacifiCorp system is the most significant unknown that may impact the project schedule. While study agreements for large generator interconnects and transmission service are expected to be submitted in late 2024 or 2025, contingent facilities that may arise as a result of these studies could require an unpredictable number of years to complete. UAMPS will follow the results of these studies and adjust spending and the project execution schedules to ensure that the project can be utilized at the earliest date that transmission services are available. UAMPS will advise the Project Management Committee to determine the timing for purchasing long lead equipment and executing the EPC contract based on results from the transmission service studies.

PROJECT CONSULTANTS

UAMPS has retained Burns & McDonnell to assist with the preliminary engineering and to conduct a siting study using transmission and natural gas infrastructure to locate the generation facility and highlighted risks for permitting. Following this work, a technology assessment study was conducted to refine the type and manufacturer of equipment that would meet fuel requirements and generation limits. Finally, a Project Sequencing Plan was developed that utilized a Burns & McDonnell project database to determine high-level costs and develop a high-level project schedule using assumed best-case results from transmission studies.

UAMPS will retain an Owner's Engineer to assist in the writing of the Contractor EPC specifications so that various aspects of the project can be competitively bid. This Owner's Engineer will also help with procuring the long-lead equipment and will provide a specification to the Original Equipment Manufacturer (OEM) that will supply the major equipment (CT engine, generators, cooling fans, etc.) that will entail the bulk of the equipment that needs procurement on the project.

OPERATION OF THE BASELOAD PROJECT

UAMPS may perform the general operation and maintenance work on the Baseload Project with its own employees or may contract with a third party for these services. The operations plan for the Baseload Project will be approved by the Project Management Committee.

PART 3. COST OF CONSTRUCTION, PLAN OF FINANCE AND COST OF ENERGY

ESTIMATED COST OF CONSTRUCTION

Based upon its initial review and analysis of the Baseload Project, UAMPS presently estimates that the total cost of construction of the project will be approximately $700 million. The project is projected to be below this amount, but uncertainty in the marketplace (transmission, long-lead procurement and constraints in obtaining contractor resources) have resulted in a conservative approach to estimating project costs to cover currently known contingencies. The following table summarizes the estimated costs of construction of the Baseload Project:

COST CATEGORY	ESTIMATED COST
EPC Contract	$468,000,000
Substation and interconnection	41,000,000
Engineering, permitting and development	28,000,000
Contingency	33,000,000
Financing Costs (interest during construction, fees, etc.)	78,000,000
Owners Costs (insurance, land acquisition, sales taxes, inspection, etc.)	52,000,000
ESTIMATED COSTS OF CONSTRUCTION	$700,000,000

BUDGET AND PLAN OF FINANCE

UAMPS is in the process of developing a Budget and Plan of Finance for the Baseload Project. The Budget and Plan of Finance will be approved by the Project Management Committee as provided in the Power Sales Contract. The initial Budget and Plan of Finance will be based on the estimated costs of construction outlined above and will provide for the Development Costs of the Baseload Project to be financed under one or more lines of credit or credit facilities and for the Costs of Acquisition and Construction of the Baseload Project to be financed with the proceeds of Bonds. The intent of the Budget and Plan of Finance is for all Development Costs and the Costs of Acquisition and Construction, including financing and interest charges, to be financed to the Commercial Operation Date of the Baseload Project such that the Participants will not be billed until after they receive energy from the Baseload Project.

If the Baseload Project is terminated by the Project Management Committee at or prior to the end of the Development Period under the Power Sales Contracts, each Participant will be responsible for the repayment of its Development Cost Share of the Development Costs incurred by UAMPS. If Completion of Development of the Baseload Project occurs, each Participant will pay its Entitlement Share of all of the costs of the Baseload Project, including operating expenses, fuel and debt service costs and transmission charges. See the summary of the Power Sales Contracts below for additional information.

PART 4. TRANSMISSION OF PROJECT POWER AND ENERGY

INTERCONNECTION

The Project will interconnect with PacifiCorp's existing Borah Substation utilizing a new 3-mile 345 kV transmission line. UAMPS has submitted an interconnection request for the Baseload Project under PacifiCorp's Open Access Transmission Tariff. An initial scoping study will be performed, and PacifiCorp will prepare a system impact study that will determine the transmission facilities necessary to interconnect the Baseload Project. UAMPS expects that the system impact study will be completed by December of 2026 .

The Baseload Project will also interconnect and be supplied by Williams Northwest Pipeline (WNP) transmission pipelines. UAMPS will sign an Interconnection Agreement and pay for facilities with WNP after project is approved and work can be performed within the required project schedule.

TRANSMISSION

UAMPS has a network transmission agreement with PacifiCorp that will provide network service to Participants connected to the PacifiCorp transmission system in Utah. All UAMPS Participants are currently points of delivery on the network transmission agreement.

Transmission service charges for the Baseload Project will determined under the network transmission agreement.

PART 5. THE POWER SALES CONTRACTS

The following provides a summary of the basic terms and provisions of the Power Sales Contracts between UAMPS and its the Participants, but does not describe all of the provisions of the Power Sales Contracts. Participants should refer to the text of the Power Sales Contracts for their complete provisions.

THE PROJECT

A summary description of the Baseload Project and its components will be approved by the Project Management Committee and attached to the Power Sales Contract as EXHIBIT I.

SALE OF OUTPUT

UAMPS will sell the Electric Power and Electric Energy from the Baseload Project to the Participants pursuant to the Power Sales Contracts.

TERM

The Power Sales Contracts will become effective upon the receipt by UAMPS of executed Power Sales Contracts, authorizing resolutions, certificates and legal opinions from Participants that have requested Development Shares (in kW) totaling at least 85% of the expected Project Capability, net of the capacity owned by UMPA pursuant to the Joint Ownership Agreement (the *"Minimum Subscription"*).

Each of the Power Sales Contracts will have a term that extends to the later of (a) the final payment of the Bonds and (b) the date the Baseload Project and any Additional Facilities are permanently removed from service and decommissioned.

DEVELOPMENT SHARES AND ENTITLEMENT SHARES

In connection with its decision to enter into the Power Sales Contract, each Participant requests a Development Share (in kW) in the expected Project Capability of the Baseload Project. In the event that the requested Development Shares are greater than the Minimum Subscription but less than the expected Project Capability, UAMPS will seek subscription from additional participants under Power Sales Contracts or joint ownership arrangements. If the Baseload Project is not fully subscribed by the time that Completion of Development occurs, UAMPS will downsize the Project Capability to align it with project subscription.

Each Participant's Development Share is a contractual right to participate in the development of the Baseload Project and in the decision-making over the development of the Baseload Project through the Participant's Representative on the Project Management Committee. Each Participant's Development Cost Share (the ratio of a Participant's Development Share to the Development Shares of all Participants) is a contractual obligation to pay for a corresponding percentage of all of the costs of the ownership, financing and operation of the Baseload Project.

If the Project Management Committee determines that Completion of Development of the Baseload Project has occurred (*i.e.,* development of the Baseload Project is complete and ready to proceed to construction), each Participant's Development Share will automatically convert to an Entitlement Share with the same amount of kW capacity as its Development Share. The Entitlement Share is a contractual right to receive a specific percentage of the Project capability and a contractual obligation to take or pay for a corresponding percentage of all of the costs of the ownership, financing and operation of the Baseload Project.

FINANCING

UAMPS will use its best efforts to finance the Development Costs and the Costs of Acquisition and Construction of the Baseload Project under lines of credit and the issuance of revenue bonds (*"Bonds"*). The amount of Bonds issued by UAMPS will be reduced by the amount of any Capital Contributions made by Participants. Additional Bonds may be issued as parity or subordinated obligations to pay future costs of the Baseload Project. Refunding Bonds may be issued by UAMPS to reduce debt service costs or to achieve other objectives.

SECURITY FOR BONDS

The Bonds will be secured by a pledge of all of the revenues produced by the operation of the Baseload Project, including the amounts paid under the Power Sales Contracts. The Bonds will be special obligations of UAMPS and will have no claim on any of the revenues or assets of UAMPS from its other projects. The Bonds will not be debts or obligations of the Participants.

CAPITAL CONTRIBUTION OPTION

Prior to UAMPS' issuance of Bonds to finance the Cost of Acquisition and Construction, each Participant has the option (but not an obligation) to make a Capital Contribution to UAMPS. Capital Contributions will be used by UAMPS to pay the Cost of Acquisition and Construction of the Baseload Project, and the amount of Bonds UAMPS issues will be reduced by the amount of Capital Contributions made by the Participants.

UAMPS will provide at least 30 days' written notice to the Participants of their right to elect to make a Capital Contribution and the amount of their Capital Contributions. A Participant's election to make a Capital Contribution must be made by a written resolution adopted by its governing body. Each Participant that has elected to make a Capital Contribution will be required to deposit the payment in a segregated escrow account established under the financing documents for the Bonds.

The Project Management Committee will determine whether to make a capital contribution option available to the Participants in connection with the issuance of Additional Bonds.

PRICE

The Entitlement Share will be sold at cost. Each Participant will pay its proportionate share (the ratio of its Entitlement Share to the sum of all Entitlement Shares) of all of the costs of the Baseload Project, including:

- amounts payable by UAMPS under the Project Agreements;
- other operation and maintenance expenses of the Baseload Project, including fuel costs and working capital charges;
- Debt Service Costs with respect to Bonds issued to finance the costs of the Baseload Project;
- costs of capital improvements, replacements and additions to the Baseload Project, and reserves for such costs, approved by the Project Management Committee; and
- all other costs incurred in connection with the Baseload Project.

Costs will be allocated proportionately to all Entitlement Shares, except that the allocation of Debt Service Costs on the Bonds will be adjusted to reflect Capital Contributions made by any Participants. Each Participant will pay also pay the Transmission Costs for the transmission of Project output from the Point of Delivery to the Participant's system. The amounts paid by the Participants will be sufficient to enable UAMPS to pay all of the costs of the ownership, operation and financing of the Baseload Project.

BILLINGS AND PAYMENTS

Billings and payments will be made monthly. All payments will be made on a "take-or-pay" basis (*i.e.*, regardless of whether the Baseload Project is operable, operating, damaged or destroyed in whole or in part) and are not subject to counterclaim, offset or reduction for any reason.

The payment obligations of Participants under the Power Sales Contracts are several and not joint.

PROJECT MANAGEMENT COMMITTEE

The Project Management Committee will function in the same manner as the project management committees for UAMPS' other projects, and pursuant to the provisions of UAMPS' Joint Action Agreement and Bylaws that govern project management committees. The Project Management Committee will recommend decisions on the Baseload Project to the UAMPS Board of Directors. The Project Management Committee will have complete and comprehensive decision-making authority over the Baseload Project.

Promptly after the Effective Date of the Power Sales Contracts, the Project Management Committee is required to establish a maximum target price for the cost of energy ($/MWh) from the Project (the *"Target Price"*) and development milestones for determining whether the expected cost of energy from the Project exceeds the Target Price. A determination by the Project Management Committee that the Target Price is exceeded as of any determination date constitutes a determination by the Project Management Committee to terminate the Project.

ANNUAL BUDGETS

UAMPS will develop, and the Project Management Committee and the Board of Directors will approve, annual budgets for the Baseload Project that will cover all of the costs of the Baseload Project (see "PRICE" above). The annual budget will be the basis for the monthly billings and payments for the Baseload Project. The annual budget may be revised from time to time as necessary to reflect the actual costs of the Baseload Project.

PROJECT OUTPUT

Each Participant will assign the output attributable to its Entitlement Share to the UAMPS Power Pool for operating and scheduling purposes.

Under the Power Sales Contract Project output will be delivered to each Participant at the Point of Delivery (the point of interconnection between the Baseload Project and the transmission grid). Each Participant will be responsible for, and will pay all costs of, the transmission of Project output from the Point of Delivery to the Participant's System Point of Receipt.

CAPITAL REPLACEMENTS, IMPROVEMENTS AND ADDITIONS

The Project Management Committee will have authority to approve capital replacements, improvements and additions to the Baseload Project and to determine whether to expense or capitalize and finance the cost of capital items. In the event that such items are financed by the issuance of Bonds, the Project Management Committee will determine whether to make a capital contribution option available to the Participants.

ADDITIONAL FACILITIES

UAMPS may from time to time recommend the acquisition and construction of Additional Facilities to improve or add to the Baseload Project. All Additional Facilities require the approval of the Project Management Committee.

DEFAULTS AND REMEDIES; STEP-UP OF NON-DEFAULTING PARTICIPANTS

Upon a default by any Participant, UAMPS is authorized to exercise various remedies in order to ensure that it will have sufficient revenues to meet its obligations as owner of the Baseload Project and to pay the debt service on the Bonds. Among other things, UAMPS is authorized to terminate a defaulting Participant's Entitlement Share and to make a mandatory reallocation of

such Entitlement Share to the other Participants. No Participant's original Entitlement Share (as adjusted to reflect any voluntary assignments of Entitlement Shares previously accepted by the Participant) may be increased by more than a specified percentage (which is expected to be less than 25%) as a result of all permanent mandatory reallocations of defaulting Participants' Entitlement Shares.

PART 6. THE PROJECT AGREEMENTS

The following outlines the purpose and expected terms of the Project Agreements. The Project Agreements have not yet been drafted and will be subject to negotiation. The Project Management Committee's approval is required before execution of any of the Project Agreements.

JOINT OWNERSHIP AGREEMENT

The Joint Ownership Agreement will provide the terms and provisions for UMPA's ownership of an undivided percentage interest in the Baseload Project. This interest is expected to be approximately 17.6%, representing approximately 64 MW of the generating capacity of Baseload Project (the *"Ownership Percentage"*).

It is expected that the Joint Ownership will provide that:

- UAMPS will be responsible for all aspects of the development, acquisition, construction and operation of the Baseload Project;
- UAMPS will share information and consult with UMPA regarding the Baseload Project and will not take certain actions without UMPA's consent;
- UMPA will have the right to receive its Ownership Percentage of the power and energy generated by the Baseload Project;
- UMPA will be responsible for the payment of its Ownership Percentage of all Development Costs and Operation and Maintenance Costs of the Baseload Project; and
- UMPA will issue its own bonds to fund its Ownership Percentage of the Costs of Acquisition and Construction of the Baseload Project.

THE EPC CONTRACT

UAMPS will enter into the EPC Contract with the Contractor to design, engineer, acquire, construct, commission, test and deliver the combined cycle generating facility using a contractual arrangement that emphasizes professional expertise, leverages efficiencies using prior designs and competitively bids at least 80% of the construction phases and materials of the project.

Under the EPC Contractual arrangement, the Contractor will perform generally all necessary and incidental work to bring the combined cycle generating facility to full completion and commercial operation. The work will be completed in accordance with a project schedule with specified milestones and completion dates. The Contractor may be required to pay damages in the event an item is not completed by its guaranteed completion date, and the amount of such damages may be limited.

It is expected that the Contractor will provide certain warranties with respect to the certain components of the generating facility and with respect to the work it performs under the EPC Contract, subject to standard exclusions.

Prior to substantial completion, the Contractor will be required to conduct a range of tests to confirm mechanical completion and the performance of the combined cycle generating facility. The Contractor is required to take remedial actions to correct performance test failures. The EPC Contract will establish various testing protocols and procedures.

It is expected that EPC Contract will require satisfaction of a number of conditions before the Contractor can certify substantial completion of the generating facility, including: (a) the generating facility can be operated in a safe and efficient manner in accordance with its plans and specifications, applicable laws and regulations; (b) the performance tests have been successfully passed and approved by UAMPS and the net deliverable capacity equals or exceeds the guaranteed minimum capacity; (c) the generating facility is capable of delivering electricity to the point of connection with the electrical grid; (d) the generating facility has received all certificates and governmental authorizations to be provided by the Contractor; (e) all quality assurance documentation has been provided to UAMPS in accordance with the quality control and quality assurance plan; (f) the Contractor has provided all training required under the EPC Contract; (g) the Contractor and UAMPS have agreed to a list of punch list items, including estimated costs and schedules completion; and (h) the generating facility has been properly constructed with no defects and all work is mechanically, electrically and structurally sound as set forth in the plans and specifications.

The EPC Contract is expected to include a guaranteed minimum capacity for the combined cycle generating facility at specified design point conditions. The EPC Contractor will be required to take remedial actions or, in certain circumstances, to pay liquidate damages if the generating facility fails to meet the capacity guarantee.

UAMPS will be responsible to pay the Contractor under the contractual arrangement cost, to be set forth in the EPC Contract. The contract price may be adjusted to account for, possibly among other things, scope of work changes from time to time under the EPC Contract. In addition to the contract price, UAMPS may be responsible to pay other costs, such as interest on delayed payments, sales tax reimbursement, costs associated with indemnification and a termination payment in the event the EPC Contract is terminated by UAMPS without cause, as authorized by the EPC Contract.

The contract price will be payable from time to time pursuant to a payment schedule provided in the EPC Contract. A percentage of each payment may be withheld as retainage, as security for the performance of Contractor's obligations under the EPC Contract. The retained amounts will be fully released upon final completion of all work under the EPC Contract by the Contractor.

The EPC Contract will specify events that constitute a default by either party, including, with respect to the Contractor, a material breach by it under the EPC Contract and, with respect to UAMPS, the failure to make payment when due (in each case, subject to specified cure periods).

In the event of a Contractor default, UAMPS may terminate the EPC Contract and take possession and use of various equipment located at the job site for the purpose of completing the remaining work, subject to the terms and conditions provided in the EPC Contract. In the event of a default by UAMPS, the Contractor may suspend service and/or terminate the EPC Contract, in which case the Contractor shall be entitled to a termination payment as specified in the EPC Contract.

THE OPERATING AGREEMENT

UAMPS may enter into an Operating Agreement to provide for the general day-to-day operation and management of the Baseload Project until an operations team has been integrated into UAMPS organization. The terms of the Operating Agreement and the identity of the operator will be approved by the Project Management Committee.

THE INTERCONNECTION AGREEMENT

The Interconnection Agreement will be the standard form Interconnection Agreement under PacifiCorp's open access transmission tariff.

UAMPS will be responsible to pay for all facilities and equipment needed for the interconnection and its own operating expenses. The Interconnection Agreement will have an initial term of 10 years, and automatically renews for successive one-year terms after the expiration of the initial term.

APPROVAL COPY

POWER COUNTY POWER PROJECT
POWER SALES CONTRACT

BETWEEN

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

AND

HURRICANE CITY, UTAH

DATED AS OF DECEMBER 1, 2024

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POWER COUNTY POWER PROJECT
POWER SALES CONTRACT

This POWER SALES CONTRACT made and entered into as of December 1, 2024, is by and between UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS, a political subdivision of the State of Utah (*"UAMPS"*) and Hurricane City, a political subdivision of the State of Utah (the *"Participant"*).

RECITALS*

WHEREAS, UAMPS was organized by the Members under the Act and the Joint Action Agreement as a separate legal entity to accomplish the Members' joint and cooperative action, including securing power supply resources for the Members' present and future needs;

WHEREAS, UAMPS is organized as an energy services interlocal entity under the Act with the power, among other things, to (i) acquire supplies of electric power and energy by the acquisition or construction of electric generation and transmission facilities or by contracting for the purchase of electric power and energy and (ii) enter into contracts for the sale of the output, services and other benefits provided by such facilities or contracts to public agencies and others inside or outside the State of Utah;

WHEREAS, the Participant is authorized by applicable law to develop, acquire, construct, own and operate electric generating, transmission and related facilities and ownership interests therein and has entered into the Joint Action Agreement to provide for the joint exercise of such powers through UAMPS;

WHEREAS, UAMPS has adopted an integrated resource plan that identifies the need for an additional baseload generating resource to serve the electricity supply requirements of its Members, and has conducted studies to determine the optimal facilities, equipment and location for the additional generating resource;

WHEREAS, in order to develop a long-term source of reliable, cost-effective electricity for the benefit of those Members that elect to participate in the Project (the *"Participants,"* as defined herein), UAMPS has through its Resource Project examined and is continuing to examine the feasibility of the development, construction and operation of a combined cycle natural gas-fired electric generating facility located in Power County, Idaho (the *"Project"*);

WHEREAS, UAMPS and Utah Municipal Power Agency, an energy services interlocal entity organized under the Act (*"UMPA"*), have entered into the Study Costs Sharing Agreement under which UMPA shares in the study costs of the development of the Project and may elect to become an owner of the Project pursuant to a Joint Ownership Agreement between UAMPS and UMPA;

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* Capitalized terms used and not defined in the Recitals have the meanings assigned to them in Section 1.

WHEREAS, pursuant to the Power Sales Contracts, UAMPS will continue with the development of the Project and, if the Project Management Committee determines the Project to be feasible, will proceed with the acquisition, construction and operation of the Project and will sell Electric Energy from the Project to the Participants;

WHEREAS, in order to finance the Development Costs and the Cost of Acquisition and Construction of the Project, UAMPS will enter into the Financing Documents and may issue revenue bonds, notes or other obligations payable from a pledge of the payments to be made by the Participants under the Power Sales Contracts and any other revenues received by UAMPS in connection with the Project;

WHEREAS, prior to its authorization of the execution, delivery and performance by the Participant of this Power Sales Contract, the governing body of the Participant has reviewed (or caused a review to be made of) various descriptions and summaries of the Project, the Project Agreements and this Power Sales Contract, and the Participant's current and reasonably anticipated future requirements for Electric Power and Electric Energy, and the governing body of the Participant has determined that it is necessary and desirable for the Participant to enter into this Power Sales Contract in order to obtain a long-term, cost-based supply of Electric Energy by the acquisition of an Entitlement Share pursuant to the terms and conditions of this Power Sales Contract;

WHEREAS, UAMPS will cause the Project to be operated in accordance with Good Utility Practice and will schedule the Project Output in accordance with the Operating and Scheduling Procedures, all for the joint and ratable benefit of the Participants; and

WHEREAS, UAMPS and the Participant are duly authorized under applicable provisions of law, to execute, deliver and perform this Power Sales Contract and their respective governing bodies and any regulatory agencies having jurisdiction have taken all necessary actions and given all necessary approvals in order to constitute this Power Sales Contract as the legal, valid and binding obligation of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties to this Power Sales Contract as follows:

Section 1. Definitions and Rules of Construction. (a). As used in this Power Sales Contract and in the Recitals set out above:

"Act" means the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and other applicable provisions of law.

"Additional Bonds" means additional Bonds from time to time issued by UAMPS pursuant to the Financing Documents and in accordance with Section 18.

"Additional Facilities" means capital additions, betterments and replacements and other capital items directly and functionally related to the Project, including electric transmission, fuel transportation, storage, fuel storage and related facilities, additional electric generating and related

facilities located at the Project site, long-term supplies of natural gas or other fuel for the use of the Project and any other facilities, improvements and properties designated by the Project Management Committee as Additional Facilities under the Power Sales Contracts.

"Annual Budget" means the budget adopted by UAMPS for each Contract Year pursuant to the provisions of Section 24.

"Authorized Officer of UAMPS" means the Chairman of the Board of Directors, the Vice Chairman of the Board, the Secretary, the Treasurer and the Chief Executive Officer of UAMPS and any other officer or employee authorized or having delegated authority to perform specific acts or duties under the Power Sales Contracts by resolution duly adopted by the Board.

"Billing Period" means such period of time as shall be established from time to time by UAMPS for the preparation, calculation and billing of the amounts payable by the Participant hereunder.

"Board" means the Board of Directors of UAMPS or such other governing body of UAMPS as may be established from time to time pursuant to the Joint Action Agreement and the Act.

"Bond Counsel" means a firm of attorneys of recognized standing in matters relating to the tax status of municipal bonds, experienced in matters relating to public power systems and selected by UAMPS.

"Bond Fund" means the funds and accounts created by the Financing Documents for the payment of debt service on Bonds and reserves therefor.

"Bonds" means (i) bonds, notes, repayment obligations under loan agreements and lines of credit, and other debt obligations issued or incurred from time to time by UAMPS pursuant to the Financing Documents to finance Development Costs and the Cost of Acquisition and Construction, regardless of whether such bonds, notes and other obligations are senior or subordinated obligations, (ii) Additional Bonds and (iii) Refunding Bonds.

"Budget and Plan of Finance" means the comprehensive budget and plan of finance for the Development Costs, the Construction Costs and other items of the Cost of Acquisition and Construction approved from time to time by the Project Management Committee, together with proposed financing arrangements for Development Costs during the Development Period and for Construction Costs during the Construction Period, all as more fully described in Section 15.

"Capital Contribution" means (i) a capital contribution in respect of the Cost of Acquisition and Construction of, the Initial Facilities that is paid to UAMPS by the Participant pursuant to Section 17 and (ii) a capital contribution paid to UAMPS in connection with the issuance of Additional Bonds or Refunding Bonds as may be authorized by the Project Management Committee pursuant to Section 17(g).

"Capital Contribution Percentage" means with respect to each series of Bonds, a percentage calculated by UAMPS obtained by dividing (i) the dollar amount of the Capital Contribution made by the Participant, by (ii) the Reference Project Costs, all as more fully provided in Section 17(e).

"Code" means the Internal Revenue Code of 1986, as amended. References herein to the Code are deemed to include the applicable U.S. Treasury Regulations thereunder.

"Commercial Operation" means, with respect to the Initial Facilities, the date on which the Initial Facilities (i) have been substantially completed pursuant to the EPC Agreement and any other Construction Agreements that may be applicable, including the satisfaction of all required performance tests thereunder, (ii) are capable of continuous firm operation, (iii) are interconnected and synchronized with, and capable of delivering Electric Energy to, the transmission grid, (iv) have received all Permits and Approvals required for their operation, and (v) meet such additional requirements as may be established by the Project Management Committee. The criteria and standards for the Commercial Operation of any Additional Facilities shall be developed by UAMPS and submitted to the Project Management Committee for its review and approval.

"Commercial Operation Date" means, with respect to the Initial Facilities and any Additional Facilities, the date on which all of the Initial Facilities and any Additional Facilities achieve Commercial Operation, as determined by the Project Management Committee.

"Commercially Reasonable" or *"Commercially Reasonable Efforts"* means, with respect to any action required to be made, attempted or taken by a party under this Contract or one of the Project Agreements, such efforts as a reasonably prudent business would undertake, consistent with Good Utility Practice, for the protection of its own interest under the conditions affecting such action, including without limitation, the amount of notice of the need to take such action, the duration and type of the action, the competitive environment in which such action occurs, the terms and provisions of the Project Agreements and the Financing Documents, the contractual and legal obligations of, and the risk to, such party in connection with such action; *provided, however,* an obligation to act in a "Commercially Reasonable" manner or to exercise "Commercially Reasonable Efforts" does not include taking actions that would, individually or in the aggregate, cause the party subject to such obligation to incur costs, or suffer any other detriment, that is out of reasonable proportion to the benefits to the other party under this Contract or the Project Agreements.

"Completion of Development" means, with respect to the Initial Facilities (i) the completion of all Development Work, (ii) the receipt of all Permits and Approvals necessary for the construction of the Project, (iii) the completion of definitive forms of the principal Construction Agreements, (iv) the completion of the definitive Budget and Plan of Finance for the Cost of Acquisition and Construction, and (v) a determination by the Project Management Committee that the Project is feasible and that the construction of the Initial Facilities should proceed, all as more fully described in Section 6.

"Construction Agreements" means the EPC Agreement and each other agreement entered into by UAMPS for the acquisition and construction of any part of the Initial Facilities and any Additional Facilities.

"Construction Costs" means all of the Cost of Acquisition and Construction of the Initial Facilities incurred during the Construction Period.

"Construction Period" means the period beginning on the date that the Project Management Committee determines that the Completion of Development has occurred and UAMPS delivers the task order directing the EPC Contractor to proceed with construction under the EPC Agreement and ending on the Commercial Operation Date.

"Contract" means this Power County Project Power Sales Contract dated as of December 1, 2024 between UAMPS and the Participant and any amendments permitted pursuant to Section 43.

"Contract Resolution" means the resolution of the Participant's governing body approving and authorizing the execution of this Contract, in substantially the form attached to EXHIBIT III.

"Contract Year" means the Fiscal Year of UAMPS, except that the first Contract Year shall commence on the Effective Date and shall end on the last day of the then-current Fiscal Year. In the event that UAMPS changes its Fiscal Year for accounting purposes, the Contract Year shall, without further action, be amended to conform to such Fiscal Year.

"Cost of Acquisition and Construction" means all costs and expenses paid or incurred by UAMPS in connection with the acquisition and construction of the Project, whether prior or subsequent to the Effective Date, including all Development Costs. "Cost of Acquisition and Construction" includes all costs incurred by UAMPS in connection with planning, designing, acquiring, constructing and placing in operation the Initial Facilities and any Additional Facilities, and amounts paid or payable under the Construction Agreements (including all costs, fees, compensation and incentives payable to the EPC Contractor under the EPC Agreement). "Cost of Acquisition and Construction" includes, without duplication of any cost, the following:

(1) working capital and reserve requirements of the Project, including, without limitation, amounts for deposit into the Reserve and Contingency Fund and those items set forth in the definition of Operation and Maintenance Costs, as may be determined from time to time by UAMPS;

(2) interest accruing in whole or in part on Bonds issued to pay all or any portion of the Cost of Acquisition and Construction or the Cost of Additional Facilities prior to and during the acquisition and construction thereof and for such additional period as UAMPS may determine to be reasonably necessary for placing the Project or the Additional Facilities in operation in accordance with the provisions of the Budget and Plan of Finance;

(3) the deposit or deposits, if any, required to be made under the Financing Documents from the proceeds of Bonds into any fund or account established pursuant to the Financing Documents to meet debt service reserve requirements for the Bonds and premiums and fees payable for any credit or liquidity facilities with respect to the Bonds;

(4) the deposit or deposits into the Bond Fund and any other fund or account required to be funded by the Financing Documents;

(5) the payment of principal or redemption price of and interest on any Bonds issued as bond anticipation notes;

(6) planning and development costs, engineering fees, contractors' fees, fiduciaries' fees, auditors' and accountants' fees, costs of obtaining all permits and approvals, the cost of real property, labor, materials, equipment, supplies, training and testing costs, insurance premiums, legal, financial advisory and financing costs and issuance costs of the Bonds, amounts payable under the Real Estate Agreements, administrative and general costs, and all other costs properly allocable to the acquisition and construction of the Project and placing the same in operation;

(7) all costs relating to litigation, claims or judgments not otherwise covered by insurance and arising out of the acquisition, construction or operation of the Project or otherwise related to the Project, the Project Agreements, the Power Sales Contracts or the transactions contemplated thereby;

(8) payment to UAMPS or any Participant to reimburse advances and payments made or incurred for costs preliminary or incidental to the acquisition and construction of the Project;

(9) legally required or permitted federal, state and local taxes, or payments in lieu of such taxes, relating to the Project incurred during the period of the acquisition or construction thereof;

(10) the cost of long-term supplies of natural gas or other fuel supplies necessary or desirable in connection with the operation of the Project and the costs of transporting fuel supplies to the Project and prepayments and advance payments therefor, including the costs of pipelines, laterals, receiving stations or capacity rights therein; and

(11) all other costs incurred by UAMPS, and properly allocable to the acquisition and construction of the Project, including all costs financed by the issuance of Additional Bonds.

"Debt Service Costs" means, for each Billing Period of each Contract Year, an amount equal to the sum of:

(1) the interest accruing on the Bonds during such Billing Period, except to the extent that amounts are on deposit under the Financing Documents to pay such interest,

together with any other amounts required by the Financing Documents to be deposited into the Bond Fund in respect of the interest payments on the Bonds;

(2) the portion of the next due principal installment on the Bonds, together with any other amounts required by the Financing Documents to be deposited into the Bond Fund in respect of the principal payments on the Bonds; provided however, that the amount included in Debt Service Costs pursuant to this clause (2) shall not include the principal of Bonds becoming due and payable solely as a result of the acceleration of the maturity thereof;

(3) the scheduled amounts falling due during such Billing Period under any Interest Rate Contract with respect to the Bonds;

(4) any additional amounts necessary or required to be deposited into the Bond Fund or the Subordinated Indebtedness Fund under the provisions of the Financing Documents;

(5) Trustee, paying agent, escrow agent and other fiduciaries' fees and expenses payable under the Financing Documents; fees and expenses of remarketing agents, broker-dealers, auction agents and other providing services with respect to Bonds;

(6) the amounts required to be paid to maintain any credit or liquidity facilities for and ratings on the Bonds and other costs payable by UAMPS from time to time in connection with the Bonds; and

(7) the amounts required to be paid under any Financing Document that is a credit agreement, credit facility, loan agreement or other instrument or facility used to finance Development Costs, including the repayment of all drawings thereunder, the interest on such drawings and the fees, expenses and other charges payable by UAMPS thereunder;

provided, however, that the additional interest expense on or in respect of any Bonds that are subject to federal income taxation (and not eligible for tax credits or interest subsidy payments) may, as determined by the Project Management Committee pursuant to Section 16(d), be allocated to those Participants whose legal status or use of the Project Capability or the Project Output adversely affects the Tax Status of such Bonds. In the event of such allocation, the Debt Service Costs payable by such Participants shall be increased to include amounts sufficient to pay any such additional interest expense.

"Debt Service Percentage" means, with respect to each Participant and as of any date of determination, the percentage obtained by subtracting the Participant's Capital Contribution Percentage from the Participant's Entitlement Share. The Participant's initial Debt Service Percentage will be calculated at the time that it pays a Capital Contribution and will be set forth on SCHEDULE I. The Debt Service Percentages for the Participants may be calculated separately for each separate series of Bonds.

"Debt Service Share" means, with respect to each Participant and as of any date of determination, the percentage of Debt Service Costs payable by the Participant, determined by dividing the Participant's Debt Service Percentage (expressed as a decimal) by the sum (expressed as a decimal) of the Debt Service Percentages of all Participants, including the Participant whose Debt Service Share is being determined. The Participant's initial Debt Service Share will be calculated at the time that it pays a Capital Contribution and will be set forth on SCHEDULE I. The Debt Service Shares for the Participants may be calculated separately for each separate series of Bonds.

"Decommission" means all actions necessary to safely retire and remove the Project from service, restore the Project site, satisfy the decommissioning requirements of the Permits and Approvals and satisfy all requirements of the regulatory agencies having jurisdiction over the decommissioning of the Project.

"Decommissioning Costs" means the costs and expenses of Decommissioning the Project.

"Decommissioning Fund" means the fund or funds established by UAMPS for the payment of Decommissioning Costs as provided in Section 22.

"Decommissioning Period" means the period beginning at the end of the Operating Period and continuing to the date on which the Project has been Decommissioned and all Decommissioning Costs have been paid.

"Development Cost Share" means with respect to each Participant, the percentage of Development Costs payable by the Participant during the Development Period, determined by dividing the Participant's Development Share by the sum of the Development Shares of all Participants. The Participant's initial Development Cost Share will be set forth on SCHEDULE D.

"Development Costs" means all costs, fees and expenses incurred by UAMPS in performing the Development Work, including (i) costs, fees and expenses incurred by UAMPS in connection with its initial consideration and examination of the Project through its Resource Project, (ii) the costs of transmission and interconnection studies and deposits for such costs and (iii) pre-construction costs approved by the Project Management Committee, including deposits, advance payments and prepayments for items of the Cost of Acquisition and Construction of the Initial Facilities.

"Development Period" means the period beginning on the Effective Date and ending on the earlier of (i) the date that the Project Management Committee determines that the Completion of Development has occurred or (ii) the date that the Project Management Committee determines to terminate the Project, all as provided in Section 6.

"Development Share" means the quantity of Electric Power from the Project elected by the Participant as of the Effective Date and shown opposite the name of the Participant in SCHEDULE D attached hereto.

"Development Work" means all work and services necessary or desirable in connection with:

(i) the selection of the site for the Project, the negotiation of the Real Estate Agreements and all other work necessary to secure all rights and interests to the real property necessary for the Project;

(ii) obtaining the transmission and interconnection agreement(s) necessary to deliver Electric Energy from the Project to Participants;

(iii) the estimating, design and engineering work to be performed with respect to the Initial Facilities;

(iv) the development and negotiation of definitive Project Agreements and any other contracts and agreements necessary in connection with the Project;

(v) obtaining all Permits and Approvals necessary for the construction and operation of the Project;

(vi) the continued development of and updates to the Budget and Plan of Finance; and

(vii) such other work and services as shall be approved by the Project Management Committee.

"Effective Date" means (i) with respect to the initial Power Sales Contracts, the date established pursuant to the provisions of Section 2(a), and (ii) with respect to any Power Sales Contract executed by a Participant after the Effective Date, such date as shall be approved by the Project Management Committee.

"Electric Energy" means electric energy expressed in kilowatt-hours (kWh).

"Electric Power" means electric power expressed in kilowatts (kW).

"Electric System" means the Participant's electric utility system as established, maintained and operated pursuant to applicable State and local law. With respect to any Participant that does not own and operate an electric utility system that serves retail customers, the term "Electric System" shall be deemed to refer to the applicable utility system designated in its Power Sales Contract.

"Engineering Studies and Reports" means collectively, the written studies, analysis, summaries and reports (a) regarding the Participant's current power supply resources and projected power supply requirements provided by UAMPS in connection with the Participant's consideration of this Power Sales Contract and (b) regarding such aspects of the Project as the Project Management Committee shall deem necessary or advisable in connection with its governance and oversight of the Project.

"Enterprise Fund" means the electric enterprise fund of the Participant as established and maintained pursuant to applicable State and local law. With respect to any Participant that does maintain an electric enterprise fund, the term "Enterprise Fund" shall be deemed to refer to the applicable enterprise fund designated in its Power Sales Contract.

"Entitlement Share" means, with respect to each Participant and as the context may require, either the amount of Electric Power or the percentage of the initial Project Capability shown opposite the name of such Participant to be set forth in the SCHEDULE I that shall be approved by the Project Management Committee in connection with the Completion of Development, as the same may be revised from time to time in accordance with the provisions of this Power Sales Contract.

"EPC Agreement" means the agreement between UAMPS and the EPC Contractor with respect to the engineering, procurement and construction of the Initial Facilities.

"EPC Contractor" means the firm or corporation appointed as the engineering, procurement and construction contractor pursuant to the EPC Agreement.

"Final Completion" (or such similar term as may be used in the EPC Agreement) means the final completion of the Initial Facilities as determined pursuant to the EPC Agreement.

"Financing Documents" means the bond resolution, indenture, trust agreement or other instrument or instruments providing for the issuance of and the security for the Bonds and all amendments thereof and supplements thereto.

"Fiscal Year" means the annual accounting period of UAMPS as from time to time in effect, initially a period commencing on April 1 of each calendar year and ending on March 31 of the next succeeding calendar year.

"Fuel Agent" means any entity appointed by UAMPS to manage or facilitate the acquisition, transportation and storage of fuel for the operation of the Project and/or the management of the costs of fuel for the Project.

"Fuel Agreement" means any agreement entered into by or on behalf of UAMPS for the acquisition, transportation or storage of fuel for the Project, and also includes tolling agreements and any agreement entered into by UAMPS to manage the cost of fuel for the Project, including options, caps, collars, swaps and similar agreements.

"Good Utility Practice" means, as of any particular time, any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry at such time, or which, in the exercise of reasonable judgment in light of facts known at such time, could have been expected to accomplish the desired results at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others or to be limited to the lowest-cost practice, method or act, but rather to be a spectrum of possible practices, methods and acts, having due regard for manufacturers' warranties and the jurisdiction.

"Initial Facilities" means the real and personal property, facilities, structures, improvements and equipment to be acquired and constructed in connection with the initial operation of the Project as generally described on EXHIBIT I. In connection with the Completion of Development and at such other times as it deems necessary, UAMPS shall submit updates to EXHIBIT I to the Project Management Committee for approval.

"Interconnection Agreement" means each agreement providing for the interconnection of the Project with the facilities of a transmission provider and all supplements and amendments thereto, together with any successor or replacement agreement providing for the interconnection of the Project with the transmission grid.

"Interest Rate Contract" means any International Swap Dealers Association (ISDA) Master Agreement, together with the schedules and confirmations thereto, that is an interest rate swap, cap, floor, collar or similar agreement to manage or hedge interest rates or expenses.

"Joint Action Agreement" means the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended and supplemented from time to time.

"Joint Ownership Agreement" means (i) an agreement under which UAMPS and another person own the Project or a portion thereof as tenants in common, (ii) agreements between UAMPS and another person or persons for the organization and operation of a Special Purpose Entity and (iii) any other form of joint ownership arrangement approved by the Project Management Committee.

"Members" means, collectively, each entity which has executed the Joint Action Agreement or a supplement thereto.

"Minimum Subscription" is defined in Section 2.

"Month" means a calendar month.

"Operating Agreement" means any contract between UAMPS and an Operator providing for the operation and maintenance of all or any portion of the Project.

"Operating Period" means the period beginning on the Commercial Operation Date and continuing to the date on which the Project is retired and removed from service.

"Operating and Scheduling Procedures" means those standards, procedures and criteria approved from time to time by the Project Management Committee with respect to the operation of the Project and the Project Capability and the scheduling of the Project Output which shall, to the extent practicable, promote the efficient and economic utilization of the Project, the Project Capability and the Project Output consistent with Good Utility Practice for the benefit of the Participants taken as a whole.

"Operation and Maintenance Costs" means, with respect to each Billing Period of each Contract Year, all costs and expenses (other than Transmission Costs and Debt Service Costs) attributable to the Project that are paid, payable, incurred or accrued by UAMPS during each Billing Period resulting from the ownership, operation, maintenance and termination of, and repairs, renewals, replacements, additions, improvements, and betterments and modifications to, the Project. Operation and Maintenance Costs shall further include, without limitation, the following items of cost:

(1) the costs of operating and maintaining the Project and of producing Electric Power and Electric Energy therefrom during such Billing Period, including the operation and maintenance expenses and fuel costs of the Project pursuant to the Project Agreements, amounts payable under the Operating Agreement and each Fuel Agreement (including fees, expenses, incentives and other compensation payable to the Operator and the Fuel Agent);

(2) any amount which UAMPS may be required during such Billing Period to pay for the prevention or correction of any unusual loss or damage or for renewals, replacements, repairs, additions, improvements, modifications and betterments which arise out of or are required by the Project Agreements for which UAMPS shall be obligated, but only to the extent that funds for such payment are not provided by the issuance of Bonds or Capital Contributions made by the Participants;

(3) legally required or permitted federal, state and local taxes and ad valorem taxes or payments in lieu of ad valorem taxes, in each case related to the Project;

(4) all other amounts, including fuel costs, payable by UAMPS pursuant to the provisions of the Project Agreements;

(5) any additional amount not specified in the other items of this definition which must be paid by UAMPS during such Billing Period under the Project Agreements;

(6) the portion of UAMPS' administrative and general expenses allocable or directly charged to the Project, working capital and reserves for the payment of operation and maintenance expenses, and all other costs and expenses (but excluding depreciation) not included in the costs specified in the other items of this definition and properly chargeable to the Project;

(7) amounts to be deposited into the Reserve and Contingency Fund established pursuant to Section 20;

(8) legal, engineering and accounting fees and expenses, the cost of any litigation related to the Project, the Project Agreements, this Power Sales Contract and the interests and transactions contemplated by such agreements and this Power Sales Contract, the costs of technical and advisory services and the cost of all Permits and Approvals, all to the extent allocable to the Project;

(9) the costs of Additional Facilities, but only to the extent not paid or financed as a portion of the Cost of Acquisition and Construction; and

(10) Decommissioning Costs and amounts for deposit into the Decommissioning Fund.

"Operator" means any entity that performs all or a substantial portion of the operation and maintenance work on the Project under an Operating Agreement with UAMPS.

"Participant" means the party defined as the Participant in the preamble of this Power Sales Contract and its permitted successors and assigns hereunder.

"Participants" means the parties, including the Participant, other than UAMPS, to the Power Sales Contracts and (i) initially named on SCHEDULE D, and (ii) from and after the Completion of Development, named on SCHEDULE I.

"Participant's Representative" means (i) the officer, employee or other agent of the Participant designated from time to time by the Participant as the Representative of the Participant for purposes of the Joint Action Agreement, to whom all notices and other communications to be given by UAMPS to the Participant hereunder shall be sent or (ii) in the event that the individual appointed as the Participant's Representative is unavailable to act on behalf of the Participant, the individual duly appointed or designated by the Participant as its alternate Representative pursuant to the Joint Action Agreement.

"Performance Tests" means all start-up and shakedown procedures and performance tests to be conducted under the EPC Agreement before Final Completion.

"Permits and Approvals" means all certificates, permits, licenses, approvals, rulings, orders or other authorizations from any federal, state or local governmental body, board or agency having jurisdiction over UAMPS, the Project or both that are required to be obtained or maintained for the construction, operation, maintenance or repair of the Project or any component of it.

"Permitted Output Contract" means a contract that:

(i) (A) has a term (including all renewal options) not longer than three years and is either a negotiated arrangement that provides for compensation at fair market value or is based on generally applicable and uniformly applied rates, or (B) is a requirements-type contract that provides for the sale of electricity to a retail consumer or other end user of electricity; and

(ii) in each case (A) complies with the provisions of U.S. Treasury Regulation Section 1.141-7 and (B) is approved by UAMPS based on guidance provided by Bond Counsel.

"Point of Delivery" means the point or points of physical interconnection of the Initial Facilities or Additional Facilities, as applicable, with the electric transmission grid, as determined pursuant to the Interconnection Agreement.

"Pooling Agreement" means, collectively, the Power Pooling Agreements between UAMPS and the Members and certain other entities providing for the establishment and operation of the UAMPS Pool and related matters, including all supplements and appendices thereto and as the same may be amended, restated or supplemented from time to time.

"Power Sales Contract" means this Power Sales Contract between UAMPS and the Participant and *"Power Sales Contracts"* means all of the Power Sales Contracts, dated the date hereof, between UAMPS and the Participants, all of which are uniform in all material respects in their terms, conditions and provisions, with the exception of: (i) the Development Share, the Development Cost Share, the Entitlement Share, the Capital Contribution Percentage, the Debt Service Percentage and the Debt Service Share for each of the Participants; (ii) for those Participants that are political subdivisions of a State other than Utah, revisions relating to the Participant's status as a political subdivision of another State and the fact that it is governed by and subject to the laws of that State; (iii) for those Participants that are cooperative utilities, revisions relating to the Participant's corporate status, the definition of "Qualified Use" and the provisions of Section 32(f); (iv) for those Participants that do not own and operate electric utility systems that serve retail customers, the revisions noted in the definitions of "Electric System" and "Enterprise Fund" and revisions relating to the Participant's corporate status, the definition of "Qualified Use" and the provisions of Section 32(f); and (v) the matters set forth in the Exhibits.

"Project" means the development, acquisition, ownership, construction, improvement, equipping, operation, retirement and decommissioning of the Initial Facilities and any Additional Facilities, and the rights, interests, obligations and liabilities of UAMPS under the Project Agreements and the Permits and Approvals.

"Project Agreements" means, collectively, the Construction Agreements, the Operating Agreement, the Real Estate Agreements, each Fuel Agreement, the Interconnection Agreement, the Transmission Agreements, any Joint Ownership Agreement and any other agreements entered by UAMPS to further the acquisition, development, construction, and operation of the Project.

"Project Capability" means the nominal Electric Power and associated Electric Energy that the Project is capable of producing, net of (reduced by) the Electric Power (project capability) owned by another person under a Joint Ownership Agreement. The Project Capability initially available to UAMPS shall be based on the aggregate nameplate rating of the generating units included in the Initial Facilities with such adjustments as the Project Management Committee deems necessary to reflect the actual capability of the Initial Facilities. Project Capability initially means the aggregate amount of Electric Power shown on EXHIBIT I hereto and associated Electric Energy.

"Project Management Committee" means the committee of the Participants established pursuant to Section 5 which shall make certain decisions and recommendations with respect to the operation and management of the Project as provided herein.

"Project Output" means the amount of Electric Power and Electric Energy, if any, which is actually generated by the Project in any particular hour.

"Qualified Use" means the sale of electricity to retail customers located within the Participant's electricity "service area" pursuant to generally applicable and uniformly applied rate schedules or tariffs; *provided that:*

(a) "Qualified Use" shall not include any sale of electricity that gives rise to "private business use" or a "private loan" within the meaning of Section 141 of the Code;

(b) "Qualified Use" shall include the use of electricity by a Participant to meet its own requirements; and

(c) "Qualified Use" shall include sales of electricity under Permitted Output Contracts and other sales and uses of electricity, in each case as may be approved by UAMPS based on guidance provided by Bond Counsel.

For purposes of this definition, "service area" has the meaning assigned to such term in U.S. Treasury Regulation Section 1.148-1(e)(2)(iii) and includes any area recognized as the electricity service area of the Participant under state or federal law.

"Real Estate Agreements" means the agreements entered into by UAMPS to obtain necessary site control and easement rights for the acquisition and construction of the Project.

"Reference Project Costs" means, for purposes of calculating the amount of a Capital Contribution to be made by the Participant as provided in Section 17, the estimated Cost of Acquisition and Construction determined by UAMPS and approved by the Project Management Committee prior to the first issuance of long-term Bonds to finance the Cost of Acquisition and Construction of the Initial Facilities or any Additional Facilities. Reference Project Costs shall not include amounts for (i) costs of issuance, debt service reserves or capitalized interest on Bonds and (ii) any other items in the definitions of "Development Costs" or "Cost of Acquisition and Construction" not properly allocable to Reference Project Costs, as determined by the Project Management Committee.

"Refunding Bonds" means refunding Bonds from time to time issued by UAMPS pursuant to the Financing Documents and in accordance with Section 18.

"Required Approvals" means all governmental, regulatory and lender approvals, consents and authorizations required or necessary for (i) the execution, delivery and performance of this Contract (or any amendment hereto) by the Participant and (ii) this Contract (or any amendment hereto) to be the legal, valid and binding obligation of the Participant.

"Reserve and Contingency Fund" means the fund, if any, established pursuant to Section 20.

"Study Costs Sharing Agreement" means the Agreement to Share and Participate in Study Costs dated as of July 1, 2024, between UAMPS and UMPA.

"Substantial Completion" (or such similar term as may be used in the EPC Agreement) means the substantial completion of the Initial Facilities as determined pursuant to the EPC Agreement.

"Super-Majority Vote" means the affirmative vote of Participants' Representatives that represent 75% of (i) the number (per capita) of Participants' Representatives serving on the Project Management Committee, and (ii) during the Development Period, the Development Cost Shares of all Participants or, after the Development Period, the Entitlement Shares of all Participants. For the avoidance of doubt, in the event that a Super-Majority Vote is required when a Participant's Representative is not entitled to vote on matters before the Project Management Committee pursuant to Section 5(b)(1), such Participant's Representative and such Participant's Development Cost Share or Entitlement Share (as applicable) shall be disregarded in computing the percentages of Participants' Representatives and Entitlement Shares that have voted on the matter requiring a Super-Majority Vote.

"System Point of Receipt" means (i) the point(s) of interconnection between the Participant's electric utility system and the transmission facilities of the applicable balancing authority or authorities, or (ii) such other point(s) for the receipt by the Participant of Electric Energy from the Project as may be agreed to by the parties.

"Tax Status" means (i) the exclusion from gross income for federal income tax purposes of the interest on any Bonds issued as tax-exempt obligations, or (ii) the right of a bondowner (or other investor) to receive tax credits or the right of UAMPS to receive interest subsidy payments on any Bonds issued as tax credit bonds or interest subsidy bonds, respectively, in each case pursuant to the provisions of the Code.

"Transmission Agreements" means each transmission contract, agreement or tariff that is used or necessary for the delivery of Electric Power and Energy from the Point of Delivery to the Participant's System Point of Receipt, whether by direct transmission, displacement, exchange or otherwise.

"Transmission Costs" means, for each Billing Period of each Contract Year, all capital, operating and other costs and expenses paid, payable, incurred or accrued by UAMPS during such Billing Period for the transmission of Electric Energy from the Project to the Participant's System Point of Receipt pursuant to the Transmission Agreements or otherwise. The Participant shall be responsible for the payment of Transmission Costs to UAMPS hereunder only to the extent that UAMPS has, at the request of the Participant, entered into or utilized Transmission Agreements for the transmission of Electric Energy from the Point of Delivery to the Participant's System Point of Receipt.

"Trustee" means the bank or trust company acting as the trustee under the Financing Documents.

"UAMPS" means Utah Associated Municipal Power Systems, a political subdivision organized and existing under the laws of the State of Utah, the Act and the Joint Action Agreement, and its successors. All references to UAMPS in this Power Sales Contract shall include Authorized Officers of UAMPS and their delegees acting pursuant to specific authorization by the Board.

"UAMPS Pool" means that electric power pool or pools established pursuant to the Pooling Agreement between UAMPS and the Members under which UAMPS provides certain services with respect to the scheduling, dispatch and the sale of Electric Power and Electric Energy and other matters pursuant to the operating criteria and procedures provided for in the Pooling Agreement.

"UMPA" means Utah Municipal Power Agency, a political subdivision organized and existing under the laws of the State of Utah, the Act and the interlocal cooperation agreement among its members, and its successors.

"Uncontrollable Force" means any cause, event or force beyond the control of the party affected, including, but not restricted to failure, or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, acts of a public enemy, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, and restraint by court or public authority and action or non-action by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. "Uncontrollable Force" includes any cause, event or force constituting "force majeure," "uncontrollable force" or similar term as defined in any Project Agreement.

"Uniform System of Accounts" means the Federal Energy Regulatory Commission Uniform Systems of Accounts Prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act, 18 C.F.R. Part 101, as the same may be modified, amended or supplemented from time to time or such other system of accounting as may be applicable by law to UAMPS.

(b) References to Articles, Sections, Schedules and Exhibits are to the Articles and Sections of and Schedules and Exhibits to this Contract, unless otherwise provided. Article and Section headings are included herein for convenience of reference only and shall not constitute a part of this Contract for any other purpose or be given any substantive effect. Any of the defined terms may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use of the word "include" or its derivations shall not be construed as language of limitation.

(c) References to contracts and agreements, including the Project Agreements, refer to such contracts and agreements as they may be amended or supplemented from time to time in accordance with their respective provisions and, in the case of the Project Agreements, the provisions of Section 40.

(d) Any representation, warranty, certificate or legal opinion with respect to the enforceability of this Contract or any other contract or agreement made in or provided pursuant to

this Contract shall be deemed to be qualified by reference to the effect of applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting creditor's rights generally and by the application of equitable principles, regardless of whether such qualification is expressly stated herein or therein.

Section 2. Effective Date and Term of Contract. (a) Promptly upon its governing body's adoption of the Contract Resolution and its receipt of any other Required Approvals, the Participant shall (i) cause this Contract to be executed by its authorized officers, and (ii) deliver to UAMPS notice of the requested amount of its Development Share (in kW) and an executed counterpart of this Contract, together with its executed certificate (in substantially the form attached hereto as EXHIBIT III) and its executed opinion of counsel (in substantially the form attached hereto as EXHIBIT V). The Effective Date of the Power Sales Contracts shall occur on the date on which UAMPS receives executed Power Sales Contracts and the other items described in the preceding sentence from Participants that have requested Development Shares totaling 85% of the expected Project Capability as of the Effective Date (the *"Minimum Subscription"*). At its initial meeting, the Project Management Committee shall confirm and declare that the Effective Date has occurred, shall approve any changes to the expected Project Capability and shall approve the completed form of SCHEDULE D. The Authorized Officers of UAMPS shall execute all such Power Sales Contracts as of the date that the Effective Date occurs. Once it has occurred, the Effective Date shall not be affected by any subsequent action, event or circumstance.

(b) If the Minimum Subscription is achieved but the total amount of Electric Power requested by the Participants is less than the expected amount of the Project Capability, UAMPS will during the Development Period solicit additional Project participation by third parties under Power Sales Contracts, Joint Ownership Agreements or other arrangements. Participants that have executed Power Sales Contracts may also elect to increase their Development Shares at such times and in such amounts as may be approved by the Project Management Committee up to and including the end of the Development Period. In the event that less than all of the expected Project Capability is fully subscribed at the end of the Development Period as described in this paragraph, UAMPS shall take such actions as are necessary to downsize the expected Project Capability to the amount of subscription under the Power Sales Contracts and any Joint Ownership Agreements or other arrangements. UAMPS and the Participant acknowledge and agree that it may not be possible to precisely match the final amount of the expected Project Capability with the amount of Project subscription and in this case the Project Management Committee will have the authority to approve such true up adjustments to the Entitlement Shares of all Participants as are necessary at the time that it approves the initial SCHEDULE I.

(c) This Contract will become effective upon the Effective Date, and will, unless terminated pursuant to Section 43, continue until the last to occur of : (i) the date on which all of the Project Agreements have terminated or expired in accordance with their respective terms and all obligations of UAMPS thereunder have been fully paid, satisfied or discharged; (ii) the date on which all Bonds have been paid in full as to principal, premium and interest, or sufficient funds shall have been irrevocably set aside for the full defeasance thereof and all other obligations of UAMPS under the Financing Documents have been paid or satisfied; and (iii) the date on which the Initial Facilities and any Additional Facilities shall be permanently removed from service and

Decommissioned and all Decommissioning Costs shall have been paid or irrevocable arrangements have been made that fully fund all Decommissioning Costs.

Section 3. Development Share; Entitlement Share. (a) From the Effective Date through the end of the Development Period, the Participant shall have a Development Share and a Development Cost Share as set forth on SCHEDULE D. A Participant's Development Cost Share shall not exceed [__][1] percent, unless otherwise approved by the Project Management Committee.

(b) By virtue of its Development Share and in consideration if its associated Development Cost Share, the Participant (i) shall have the right to participate in the decision-making over the development of the Project through its representative on the Project Management Committee, and (ii) shall, from and after the Completion of Development through the remaining term of this Contract and without any further action on its part or by any other person, have an Entitlement Share with the same amount of Electric Power as its Development Share.

Section 4. The Project and the Initial Facilities. (a). The Project shall initially be known as the "Power County Power Project." The Project Management Committee may in its discretion adopt a different name for the Project at any time. In such event, all references to "Power County Power Project" in this Contract shall be changed to the name adopted by the Project Management Committee.

(b) The Project shall consist of the Initial Facilities and any Additional Facilities approved by the Project Management Committee. A preliminary and general description of the Initial Facilities prepared by UAMPS is attached as EXHIBIT I to this Contract. EXHIBIT I shall be reviewed, modified as deemed necessary and approved by the Project Management Committee promptly after the Effective Date.

(c) As the development of the Project proceeds and as the components of the Initial Facilities are designed, engineered, constructed, installed and tested, UAMPS shall from time to time recommend revisions to EXHIBIT I to the Project Management Committee for approval in order that the description therein reasonably corresponds to the Initial Facilities being developed and constructed. EXHIBIT I shall be updated as necessary in connection with the Completion of Development. Following the Commercial Operation Date, UAMPS shall prepare and submit to the Project Management Committee for its review and approval a completed EXHIBIT I that includes a final description of the Initial Facilities and the Project Capability. UAMPS and the Participant agree that in no event will any revisions to EXHIBIT I alter or affect their respective rights and obligations under this Contract.

Section 5. Project Management Committee. (a). The Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative) and shall be chaired by a Participant's Representative elected by the Project Management Committee. Pursuant to the Contract Resolution, the Participant has delegated full and complete authority to its Participant's

[1] % amount will be inserted upon completion of credit review of Participant group.

Representative to act on all matters and decisions that come before the Project Management Committee. Each Representative appointed by the Participant shall serve on the Project Management Committee until the Participant appoints a successor. An Authorized Officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings.

(b) The Joint Action Agreement and the bylaws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that*:

(1) The Participant's Representative of any Participant that is in default hereunder (A) shall not be entitled to vote on any matter during the period of such default. and the consent or approval of such Participant or such Participant's Representative shall not be required during the existence of such default and (B) shall be disregarded for purposes of determining whether a quorum of the Project Management Committee is present at any meeting;

(2) A Super-Majority vote of all Project Management Committee Representatives shall be required on all decisions which would result in the termination of the Project; and

(3) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, except in those instances when the Project Management Committee is acting pursuant to delegated authority from the Board, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the bylaws of UAMPS.

The Participants acknowledge that the Joint Action Agreement provides, among other things, that decisions of the Board with respect to the Project shall be made only upon the recommendation of the Project Management Committee and that weighted votes may be called for on any recommendation or decision to be made by the Project Management Committee or the Board, respectively, all as more fully provided in the Joint Action Agreement.

(c) In addition to its other responsibilities under the Power Sales Contracts, the Project Management Committee shall:

(1) review, provide advice and recommendations to and consult with UAMPS regarding the Project,

(2) supervise, review and monitor the Development Work and the development of the Project in accordance with Section 6 and the other applicable provisions of the Power Sales Contracts and the resolutions of the Project Management Committee;

(3) review, provide advice and recommendations to UAMPS on, and approve the Project Agreements and any modifications or amendments thereto;

(4) supervise and provide direction to UAMPS during the construction of the Project, including approval of the construction budget for the Project and approval of all notices to proceed and notices to construct given by UAMPS under the EPC Agreement;

(5) review, approve and revise from to time the Budget and Plan of Finance for the Initial Facilities and any Additional Facilities;

(6) review, approve and provide advice and direction to UAMPS with respect to the issuance of Bonds, Additional Bonds and Refunding Bonds

(7) review, provide advice and recommendations to and consult with UAMPS regarding the Commercial Operation Date of the Initial Facilities, and the Performance Tests for and the Substantial Completion and the Final Completion of the Facility under the EPC Agreement;

(8) determine and declare the Project Capability upon the Final Completion of the Project and from time to time thereafter as it deems necessary to reflect the actual capability of the Project;

(9) review and approve the Operating and Scheduling Procedures, any Operator of the Project and any Operating Agreement;

(10) review and consult with UAMPS regarding the acquisition and management of supplies of natural gas and any other necessary fuels for the Project and review and approve each Fuel Agreement and any Fuel Agent to be appointed by UAMPS;

(11) review, recommend and approve any Additional Facilities;

(12) assist with the resolution of any billing disputes as provided in Section 28; and

(13) review, recommend and consult with UAMPS regarding any actions or remedies to be taken by UAMPS under Sections 34 and 35 of the Power Sales Contracts.

UAMPS and the Participant acknowledge and agree that the responsibilities of the Project Management Committee with respect to the Project are complete and comprehensive and are not limited to the specific responsibilities enumerated herein.

(d) The Project Management Committee may from time to time direct UAMPS to commission, obtain and provide such Engineering Studies and Reports that the Project Management Committee deems reasonably necessary or desirable with respect to the Project. The Project Management Committee shall be entitled to rely upon such Engineering Studies and Reports with respect to its determinations and decisions with respect to the Project, including particularly its determinations under Section 6.

Section 6. Development Period and Development Work. (a) During the Development Period, UAMPS shall use Commercially Reasonable Efforts to cause the Development Work to proceed in an expeditious and economical manner. UAMPS shall (i) report not less frequently than monthly to the Project Management Committee (unless otherwise approved by the Project Management Committee) with respect to the progress of the Development Work and the Development Costs incurred or expended, (ii) recommend from time to time revisions and updates to the Budget and Plan of Finance to the Project Management Committee, and (iii) act consistently with and in furtherance of the directions given to it by the Project Management Committee.

(b) Promptly after the Effective Date of the Power Sales Contracts, the Project Management Committee shall by resolution establish a maximum target price for cost of energy ($/MWh) from the Project (the *"Target Price"*). The Target Price shall be the maximum cost of energy expected to be payable by the Participants under the Power Sales Contracts, and shall exclude only Transmission Costs, taking into account the information and assumptions utilized in the Development Work and the Budget and Plan of Finance. Such resolution shall establish such determination dates based on Project development milestones as the Project Management Committee deems necessary for determining whether the expected cost of energy from the Project exceeds the Target Price, together with such other matters as the Project Management Committee deems necessary or desirable. A determination by the Project Management Committee that the Target Price is exceeded as of any such determination date, shall constitute a determination by the Project Management Committee to terminate the Project.

(c) In addition to a determination under paragraph (b), the Project Management Committee may by a Super-Majority Vote suspend or terminate the Project at any time during Development Period upon its determination that the Project is not feasible for any reason. UAMPS shall give prompt written notice to all Participants of any such determination of the Project Management Committee under paragraph (b) above or this paragraph (c). In the event that the Project Management Committee determines to terminate the Project during Development Period, UAMPS shall proceed to wind up the Project and the Development Work, determine the remaining amount of the Development Costs and submit billings to the Participants for such Development Costs and the amount necessary to repay and retire any Bonds or obligations that have been issued or incurred to finance Development Costs.

(d) Upon substantial completion of the Development Work, including the Project Agreements and receipt of the Permits and Approvals (or an indication of the terms and conditions thereof), UAMPS will conduct a review and analysis and report to and consult with the Project Management Committee regarding the actions necessary to complete the Development Work, the terms and conditions of the Project Agreements and the Permits and Approvals and the definitive Budget and Plan of Finance, and will make recommendations to the Project Management Committee as to whether the Project should proceed to the Construction Period.

(e) Following its review of the report and recommendations of UAMPS, the Project Management Committee will in its discretion:

(i) determine whether or when Completion of Development has occurred;

(ii) review and approve definitive engineering and feasibility studies for the Initial Facilities, and such other materials as it deems necessary in order to determine that construction and operation of the Initial Facilities is feasible and should proceed;

(iii) review and approve the definitive Budget and Plan of Finance for the Cost of Acquisition and Construction of the Initial Facilities;

(iv) make a determination by a Super-Majority Vote as to whether construction of the Project is feasible and whether the Project should proceed to the Construction Period;

(v) approve the Power Sales Contracts to be entered into with any new Participants any additional terms and conditions for their participation in the Project; and

(vi) review and approve the initial SCHEDULE I for the Project.

A determination by the Project Management Committee that construction of the Initial Facilities is not feasible and should not proceed to the Construction Period will result in termination of the Project; notwithstanding any such termination, this Contract shall remain in effect until the conditions described above and in Section 2(b) have been satisfied.

(f) Upon a determination by the Project Management Committee that construction of the Initial Facilities is feasible and the Project should proceed to the Construction Period, UAMPS will then execute the Project Agreements, the Construction Contracts for the Initial Facilities and finance the Cost of Acquisition and Construction of the Initial Facilities through the issuance of Bonds.

(g) UAMPS may from time to time recommend the acquisition or construction of Additional Facilities to improve or add to the Project. Any such Additional Facilities shall be approved by the Project Management Committee. UAMPS may issue Bonds or incur other obligations pursuant to the Financing Documents to finance all or a portion of the costs incurred in the Development Work and construction of the Additional Facilities.

Section 7. Joint Ownership Agreement. (a) UAMPS and the Participants acknowledge and agree that UMPA shall have the right to become an owner of an undivided percentage interest in the Initial Facilities as provided in the Study Costs Sharing Agreement.

(b) If UMPA elects to become the owner of an undivided interest in the Initial Facilities, UAMPS shall negotiate the terms and provisions of the Joint Ownership Agreement between UAMPS and UMPA and present the same to the Project Management Committee for its approval. Additional parties may become owners of undivided interests in the Initial Facilities upon the approval of the Project Management Committee.

Section 8. Construction Period. (a) The Construction Period shall commence upon the determination of the Project Management Committee that Completion of Development has occurred. During the Construction Period, UAMPS shall (i) cause the construction of the Project to proceed in an expeditious and economical manner pursuant to the Construction Agreements and

other Project Agreements, (ii) monitor the performance of the contractors under the Construction Agreements, and (iii) report to the Project Management Committee with respect to the progress of the acquisition and construction of the Project as provided herein.

(b) UAMPS shall perform its obligations under the Construction Agreements and shall:

(i) use Commercially Reasonable Efforts consistent with and subject to the terms and provisions of the Project Agreements to cause the Project to be expeditiously and economically acquired and constructed pursuant to the Construction Agreements;

(ii) diligently defend and protect the rights of UAMPS and the Project under the Construction Agreements and enforce the contractors' obligations thereunder;

(iii) monitor the performance of the contractors under the Construction Agreements and report promptly to the Project Management Committee with respect to any default or event of default under the Construction Agreements;

(iv) report not less frequently than monthly to the Project Management Committee (unless otherwise approved by the Project Management Committee) regarding the current status of construction and any changes to the estimated Commercial Operation Date and the estimated Cost of Acquisition and Construction; and

(v) give prompt notice to the Project Management Committee and the Participant of the occurrence of the Commercial Operation Date of the Initial Facilities and any Additional Facilities.

(c) As soon as practicable after the Commercial Operation Date of the Initial Facilities, UAMPS shall prepare a complete statement and reconciliation of the final (or substantially final) Cost of Acquisition and Construction of the Initial Facilities and submit the same to the Project Management Committee for its review and acceptance. In the event that a substantially final statement of the cost of construction of the Initial Facilities is submitted to and accepted by the Project Management Committee, UAMPS shall provide periodic reports to the Project Management Committee regarding the remaining items of the Cost of Acquisition and Construction of the Initial Facilities until a final statement is available for its review and approval.

Section 9. Operation and Maintenance of the Project. UAMPS covenants and agrees that, during the Operating Period, it will use Commercially Reasonable Efforts consistent with and subject to the terms and provisions of the Project Agreements to cause the Project to be operated, maintained and managed in an efficient and economical manner in accordance with Good Utility Practice for the joint and ratable benefit of all of the Participants. UAMPS agrees with and covenants to the Participant that UAMPS will vigorously enforce and defend its rights under the Project Agreements. The Participant acknowledges and agrees that UAMPS may, upon the approval of the Project Management Committee, from time to time enter into amendments of and supplements to any or all of the Project Agreements and that, except as otherwise required by Section 40, UAMPS will not be required to obtain the consent or approval of the Participant in connection with any such supplement or amendment.

Section 10. Scheduling of Electric Energy; Coordination with UAMPS Pool. (a) From and after the Commercial Operation Date of the Project, the Participant shall be entitled to use the Electric Energy allocable to the Participant's Entitlement Share. UAMPS shall schedule or cause to be scheduled such Electric Energy in accordance with the Operating and Scheduling Procedures approved by the Project Management Committee. UAMPS shall provide the Participant with notice of any amendment to or modification of the Operating and Scheduling Procedures.

(b) At any time the Project is operable or operating the Participant shall not be entitled to use in any hour Electric Energy in excess of that which is allocable to the Participant's Entitlement Share, unless arrangements have been made for a planned purchase of such Electric Energy through the UAMPS Pool. The Participant agrees that, prior to the first delivery of Electric Energy under this Power Sales Contract, it will execute and deliver to UAMPS an appendix to the Pooling Agreement (in a form approved by the Project Management Committee) that assigns the Electric Energy allocable to the Participant's Entitlement Share to the UAMPS Pool. Any surplus Electric Energy attributable to the Participant's Entitlement Share shall be sold or otherwise disposed of by the Participant only in accordance with the provisions of such appendix to the Pooling Agreement. In addition to any sales of surplus Electric Energy requested by the Participant through the UAMPS Pool, UAMPS will utilize Commercially Reasonable Efforts to sell, exchange or otherwise dispose of any incidental surplus Electric Power and Electric Energy attributable to the Project for the benefit of the Participants.

(c) Prior to the first delivery of Electric Energy under this Power Sales Contract, the Participant shall provide to UAMPS a written schedule of the Participant's available electric resources and the order in which such resources are to be applied to meet the Participant's requirements for Electric Power and Electric Energy. UAMPS shall verify all such resources and promptly notify the Participant of any rejection of such resources. The Participant may revise or modify such schedule upon written notice to UAMPS at least one business day prior to the beginning of any Billing Period.

Section 11. Point of Delivery; Risk of Loss. (a) The Electric Energy allocable to the Participant's Entitlement Share shall be delivered at the Point of Delivery. The Participant shall be responsible for, and shall pay all costs associated with, (i) the transmission of such Electric Energy from the Point of Delivery to its System Point of Receipt and (ii) the distribution and delivery of Electric Energy from its System Point of Receipt to its customers.

(b) Upon the request of the Participant, UAMPS will use Commercially Reasonable Efforts to enter into one or more Transmission Agreements, or will utilize its transmission rights under existing Transmission Agreements, to provide for transmission service for the Electric Energy allocable to the Participant's Entitlement Share from the Point of Delivery to the Participant's System Point of Receipt. Any future Transmission Agreements entered into by UAMPS for or on behalf of the Participant shall be approved by UAMPS and the Participant, and the Participant shall pay all Transmission Costs thereunder. The Participant agrees that it shall maintain (or cause UAMPS to maintain) during the term of this Contract, such Transmission Agreements as shall be necessary for the firm transmission of the Electric Energy allocable to its Entitlement Share from the Point of Delivery to its System Point of Receipt, except as may be otherwise approved by the Project Management Committee. The Participant shall provide

UAMPS with copies of all Transmission Agreements utilized by it and with such other information regarding its transmission arrangements as UAMPS may reasonably request.

(c) From and after the Commercial Operation Date of the Project, the Participant shall be obligated to maintain an appropriate power factor at the Participant's System Point of Receipt consistent with the provisions of the Transmission Agreements. Should the power factor, as metered at such System Point of Receipt, not be maintained within the limits established under the Transmission Agreements, the Participant shall be notified and requested to correct such power factor. If the Participant has not begun corrective action at the end of 90 days, UAMPS may take corrective action and the Participant shall be obligated to reimburse or compensate UAMPS for all sums expended and all services contracted for or performed by UAMPS or for which UAMPS shall be obligated relating to such corrective action.

(d) Electric Energy delivered hereunder and risk of loss shall pass from UAMPS to the Participant at the Point of Delivery. As between the parties to this Contract, UAMPS shall be deemed to be in exclusive control and possession of the Electric Energy delivered hereunder, and responsible for any damage or injury caused thereby, prior to the time such Electric Energy shall have been delivered to the Participant at the Point of Delivery. After delivery of Electric Energy to the Participant at the Point of Delivery, the Participant shall be deemed to be in exclusive control and possession thereof and responsible for any injury or damage caused thereby. UAMPS assumes all liability for and shall indemnify, defend and hold harmless the Participant (individually) from any claims, including death of persons, arising from any act or incident occurring when title to Electric Energy is vested in it. All costs and expenses incurred by UAMPS under the foregoing indemnity shall constitute a Cost of Acquisition and Construction or an item of Operation and Maintenance Costs, as determined by the Project Management Committee. To the extent permitted by law and solely to the extent of the revenues of its Electric System and any available insurance proceeds, the Participant assumes all liability for and shall indemnify, defend and hold harmless UAMPS and the other Participants from any claims, including death of persons, arising from any act or incident occurring when title to Electric Energy is vested in it.

Section 12. Interruption or Reduction of Deliveries. UAMPS may interrupt or reduce deliveries under this Power Sales Contract of Electric Energy if: (a) the Operator has determined that such interruption or reduction is necessary in case of emergencies affecting the Project, in order to install equipment, to make repairs and replacements to, to make investigations and inspections of, or to perform maintenance work on, the Project or otherwise carry out its obligations as Operator under the Operating Agreement; (b) Electric Energy from the Project is otherwise unavailable whether due to an event of Uncontrollable Force or otherwise; or (c) the transmission of Electric Energy from the Project is interrupted or curtailed by the balancing area authority or other transmitting utility. In order that the operation of the Participant's Electric System will not be unreasonably interrupted or interfered with, UAMPS will, to the extent necessary, use Commercially Reasonable Efforts to make arrangements to serve the Participant's load through other projects of UAMPS or the UAMPS Pool. UAMPS will also use Commercially Reasonable Efforts, consistent with the provisions of the Project Agreements and the other Power Sales Contracts, to arrange for any planned interruption or reduction in the Project Output to be scheduled at a time which will cause the least interference with the operation of the Participant's Electric System.

Section 13. Availability of Electric Energy. (a) Except as provided otherwise by this Power Sales Contract and subject to the provisions of the Project Agreements, Electric Energy allocable to the Participant's Entitlement Share shall be made available in accordance with this Power Sales Contract during the term hereof; *provided, however,* that nondelivery of Electric Energy hereunder for any reason whatsoever (1) shall not relieve the Participant from its obligation to make its payments under Section 27 and (2) shall not impose any liability upon UAMPS for any direct or consequential damages suffered by the Participant.

(b) The Participant acknowledges and agrees that deliveries of the Electric Energy allocable to its Entitlement Share are not firm and are contingent upon the operation of the Project, the availability of transmission and other factors. The Participant agrees that it is solely responsible for any firming transactions with respect to its Entitlement Share.

Section 14. Insurance. UAMPS shall maintain, or during the Construction Period shall cause the EPC Contractor to maintain, in force, as part of the Cost of Acquisition and Construction or Operation and Maintenance Costs, as appropriate, insurance with responsible insurers with policies against risk or direct physical loss, damage or destruction of the Project, including liability insurance and employers' liability insurance, all to the extent consistent with Good Utility Practice and to the extent available at reasonable cost, but in no case less than will satisfy applicable regulatory requirements and requirements of the Financing Documents.

Section 15. Budget and Plan of Finance. (a) The Budget and Plan of Finance for the Initial Facilities shall include the following information:

(i) the amount of Development Costs incurred to the date of the Budget and Plan of Finance and the estimated total Development Costs to the Completion of Development;

(ii) the estimated Cost of Acquisition and Construction;

(iii) the estimated timeline for the development and construction of the Initial Facilities to the Commercial Operation Date;

(iv) the estimated levelized cost of energy ($/MWh) for Project Output sold to the Participants under the Power Sales Contracts (which may be a range of such costs);

(v) the proposed funding and financing arrangements for all Development Costs during the Development Period; including Bonds and other funding and financing arrangements; and

(vi) such other information as may be required to be included in the Budget and Plan of Finance by the Project Management Committee.

(b) UAMPS and the Participant acknowledge and agree that as of the Effective Date, (i) UAMPS has not obtained the Permits and Approvals necessary for the construction and operation of the Project, (ii) the overall development of the Project is at a preliminary stage, and (iii) a

definitive estimate of the Cost of Acquisition and Construction will not be available until the Completion of Development. Accordingly, the parties acknowledge and agree that the information contained in the initial Budget and Plan of Finance is necessarily preliminary and is subject to change based on, among other things, additional information that becomes available to UAMPS during the Development Period, the negotiation of the terms and provisions of the Project Agreements, the terms and conditions of the Permits and Approvals, and the development and negotiation of funding sources and financing arrangements for Development Costs and the Cost of Acquisition and Construction.

(c) The Budget and Plan of Finance shall be updated by UAMPS from time to time during the Development Period as necessary. Each update of the Budget and Plan of Finance shall be subject to the approval of the Project Management Committee.

Section 16. Financing of the Project. (a) UAMPS shall finance the portion of the Cost of Acquisition and Construction of the Initial Facilities that is not paid from Capital Contributions made by the Participants through the issuance of one or more series of Bonds pursuant to the Budget and Plan of Finance approved by the Project Management Committee.

(b) Unless otherwise approved by the Project Management Committee, the Budget and Plan of Finance shall provide for the financing of all Development Costs, Construction Costs and other Costs of the Initial Facilities to a date not earlier than the estimated Commercial Operation Date of the Initial Facilities with the objective that the Participant will not be required to make any payments to UAMPS in respect of Debt Service Costs until a date that is after the estimated Commercial Operation Date. UAMPS shall use Commercially Reasonable Efforts to structure and implement the financings for the Development Costs and Construction Costs of the Initial Facilities to achieve this result. The Participant acknowledges and agrees that UAMPS cannot guarantee that it will be able to achieve this result, and under certain circumstances it may be necessary for UAMPS to submit billings to the Participant pursuant to Section 26 to enable it to pay Development Costs.

(c) UAMPS and the Participant acknowledge and agree that:

(i) as of the Effective Date, (A) UAMPS has not obtained the Permits and Approvals necessary for the construction and operation of the Project, and (B) the overall development of the Project is at a preliminary stage;

(ii) UAMPS shall use Commercially Reasonable Efforts to obtain all such Permits and Approvals as a part of the Development Work during the Development Period;

(iii) the Development Costs incurred by UAMPS will be financed by the issuance of Bonds;

(iv) in the event that UAMPS is unable to obtain transmission service for Project Output on reasonable terms, is unable to obtain the required Permits and Approvals for the construction and operation of the Project or the Project Management Committee determines that the continued development of the Project is not feasible for any reason, the

Project Management Committee may determine to terminate the Project as provided herein; and

(v) if the Project Management Committee determines to terminate the Project during the Development Period, the Project will not be completed and the Participant will be required to pay, among other things, its Development Cost Share of all Development Costs incurred and its Development Cost Share of Debt Service Costs until all Bonds previously issued are fully paid and retired, as provided in Section 6.

(d) Each Participant may elect to make a Capital Contribution to UAMPS pursuant to Section 17. Prior to the giving by UAMPS of the notice required by Section 17(a), the Project Management Committee shall determine whether any additional interest expense on or in respect of any Bonds that are subject to federal income taxation shall be allocated to those Participants whose legal status or use of Project Output requires the issuance of such Bonds. In the event the Project Management Committee determines to make such allocation, the notice required by Section 17(a) shall include such information as shall be necessary to generally inform the affected Participants of the additional Debt Service Costs that may be payable by them in the event they elect not to make a Capital Contribution.

Section 17. Capital Contributions. (a) Prior to the first issuance of long-term Bonds to finance the Cost of Acquisition and Construction of the Initial Facilities, UAMPS shall give written notice to the Participant of:

(i) its right to elect to make a Capital Contribution;

(ii) the date by which it must notify UAMPS of its election, which shall be not earlier than 30 days after the date of such notice;

(iii) the applicable Reference Project Costs; and

(iv) the maximum amount of the Participant's Capital Contribution, which shall be an amount equal to the product of (A) such Reference Project Costs and (B) the ratio of the Entitlement Share of the Participant to the Entitlement Shares of all Participants.

The Participant may elect to make a Capital Contribution only from the retained earnings of its Electric System or other legally available funds not derived from any external borrowing.

(b) The Participant's election to make a Capital Contribution shall be made by written resolution adopted by its governing body. An original or certified copy of such resolution shall be submitted to UAMPS with the Participant's notice of its election to make the Capital Contribution. In the event that the Participant does not notify UAMPS of the determination of its governing body by the date specified in the notice provided by UAMPS, the Participant shall be deemed to have elected not to make a Capital Contribution.

(c) Following receipt of the Participant's election to make the Capital Contribution, UAMPS will provide the Participant with notice of:

(i) the date (which shall be not earlier than 30 days after the date of such notice) by which the Participant must make the Capital Contribution;

(ii) instructions for the deposit of the Capital Contribution into a separate and segregated special escrow account established under the Financing Documents; and

(iii) a written statement of information regarding UAMPS, the Project and the Project Agreements for the Participant's use in any offering material for any indebtedness to be issued to finance the Capital Contribution.

The Capital Contribution shall be held and invested in accordance with the provisions of the Financing Documents, which shall provide for the investment of the Capital Contribution, the crediting of any interest earnings for the account of the Participant and the application of the Capital Contribution by the Trustee upon the direction of UAMPS to fund a portion of the Cost of Acquisition and Construction of the Initial Facilities, and for deposit into certain funds and accounts established by the Financing Documents. If the Participant fails to make the Capital Contribution as and when required by the UAMPS' notice, it shall be deemed to have rescinded its election to make the Capital Contribution.

(d) The Participant acknowledges and agrees that the amount of the Capital Contribution to be made by the Participant will be based upon an estimate of the Cost of Acquisition and Construction of the Initial Facilities, which estimates will be subject to adjustment to reflect the final Cost of Acquisition and Construction of the Initial Facilities approved by the Project Management Committee. Not more than 30 days following the determination of the final Cost of Acquisition and Construction of the Initial Facilities, UAMPS shall deliver a final accounting statement to the Participant showing the Cost of Acquisition and Construction, the amount of and interest earnings on the Capital Contribution and any amounts payable by or credited to the Participant in respect of the final Cost of Acquisition and Construction. The Participant agrees that it will pay any additional amount payable by it shown on such accounting statement on or before the 30th day following the date of such final accounting statement, or on such later date as may be approved by the Project Management Committee.

(e) After Capital Contributions have been made by all electing Participants, UAMPS shall complete (or revise, as applicable) SCHEDULE I and provide a copy of the completed or revised SCHEDULE I to each of the Participants. With respect to all Participants and at all times, SCHEDULE I shall show that:

(i) the sum of each Participant's Capital Contribution Percentage and Debt Service Percentage equals its Entitlement Share;

(ii) the sum of the Capital Contribution Percentages and Debt Service Percentages of all Participants equals 100%; and

(iii) the sum of the Debt Service Shares of all Participants equals 100%.

UAMPS' calculation and determination of the Development Costs and the Cost of Acquisition and Construction of the Initial Facilities and the Participant's Capital Contribution Percentage, Debt Service Percentage and Debt Service Share in accordance with (i), (ii) and (iii) above shall be subject to the approval of the Project Management Committee, and upon such approval shall be conclusive and binding upon UAMPS and the Participant. UAMPS shall revise SCHEDULE I from time to time as provided herein so that it sets forth the correct Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of all Participants.

(f) The Participant acknowledges and agrees with UAMPS that:

(i) its election to make a Capital Contribution shall be irrevocable and under no circumstances whatsoever shall the Participant be entitled to a return or rebate of all or any portion of any Capital Contribution in the event that Uncontrollable Force, termination of any Project Agreements or other circumstances result in the suspension, interruption, interference, reduction, curtailment or termination of the Project or the Project Output;

(ii) the Capital Contribution shall not be deemed to constitute an investment by the Participant and the Participant shall not be entitled to any investment earnings or rate of return on the Capital Contribution, except with respect to interest earnings on the Capital Contribution pending its application as provided above; and

(iii) any Capital Contribution made by the Participant shall not change or affect UAMPS' ownership in the Project or any of the rights and obligations of UAMPS and the Participant under this Contract, except as specifically provided herein, including the right of UAMPS to suspend or terminate the Participant's right to receive the Electric Energy allocable to its Entitlement Share as provided in Section 34.

(g) In connection with the issuance of Additional Bonds or Refunding Bonds, the Project Management Committee may determine to provide Participants with the option of making a capital contribution with respect to the Costs of the Project being financed or refinanced by the Additional Bonds or Refunding Bonds under procedures and standards substantially similar to those set forth in this Section, with such adjustments as the Project Management Committee shall determine to be advisable. Any capital contribution made by a Participant pursuant to this paragraph (g) shall constitute a Capital Contribution for all purposes of the Power Sales Contracts.

Section 18. Additional Bonds and Refunding Bonds. (a) Additional Bonds may be sold and issued by UAMPS in accordance with the provisions of the Financing Documents at any time and from time to time for the purpose of financing the Cost of Acquisition and Construction. UAMPS may incur other obligations pursuant to the Financing Documents to achieve purposes deemed beneficial to the Project.

(b) Any Additional Bonds shall be secured by the pledge made pursuant to the Financing Documents of the payments required to be made by the Participant under Section 27, as such payments may be increased and extended by reason of the issuance of Additional Bonds, and of other revenues of UAMPS attributable to the Project. Additional Bonds may be issued in amounts sufficient to pay the full amount of such costs and to provide such reserves as may be determined

by UAMPS to be reasonably necessary. In the event that the Project Management Committee approves the issuance of Additional Bonds, it shall determine whether to make a capital contribution option available to the Participants and the procedures therefore.

(c) In the event Debt Service Costs may be reduced by the refunding of any Bonds then outstanding or in the event it shall otherwise be advantageous, in the opinion of UAMPS, to refund any Bonds, UAMPS may issue and sell Refunding Bonds in accordance with the Financing Documents.

Section 19. Pledge of Payments. All payments required to be made by the Participant pursuant to Section 27, together with other revenues of UAMPS attributable to the Project may be pledged by UAMPS pursuant to the Financing Documents to secure the payment of Bonds and any Additional Bonds or Refunding Bonds.

Section 20. Reserve and Contingency Fund. (a) In addition to various funds and accounts established under the Financing Documents, UAMPS may, upon the approval of the Project Management Committee, establish an additional fund with respect to the Project known as the "Reserve and Contingency Fund" to be funded, held and applied as provided herein. Amounts on deposit in the Reserve and Contingency Fund may be used to pay or provide reserves for unusual or extraordinary Operation and Maintenance Costs, renewals, repairs, replacements, additions or betterments of or to any items included in the Project, the cost of any Additional Facilities or the cost of or reserves for the retirement, decommissioning and termination of the Initial Facilities and any Additional Facilities that will not be paid from the Decommissioning Fund.

(b) The Project Management Committee may direct UAMPS to include in the Annual Budget adopted pursuant to Section 24 an amount for deposit into the Reserve and Contingency Fund. This amount may represent either an appropriation of excess revenues from the operation of the Project during the preceding Fiscal Year or amounts to be billed to and collected from the Participants as an item of Operation and Maintenance Costs during the Fiscal Year covered by the Annual Budget.

Section 21. Damage, Destruction or Condemnation. Subject to the provisions of the Project Agreements, UAMPS shall use Commercially Reasonable Efforts to collect or cause to be collected amounts arising from insurance proceeds, condemnation awards, damages due from contractors, subcontractors or others and proceeds from the sale or other disposition of surplus property, all related to the Project, and shall apply all receipts, revenues and other moneys received by it or credited to it from the foregoing sources to the repair, reconstruction or replacement of the Project, to the retirement or defeasance of Bonds (in whole or in part), by purchase, redemption or other arrangements therefor, to the payment of other costs and expenses of UAMPS in connection with the Project or to the credit, pro rata, of the Participants, based upon their Entitlement Shares in the Project, all as provided in the Financing Documents.

Section 22. Decommissioning. Upon the retirement of the Project and its removal from service, UAMPS shall take all actions necessary to Decommission the Project. The Decommissioning Fund shall be established as a separate and segregated trust fund or escrow account, and the amounts in the Decommissioning Fund shall be used solely for the payment of

Decommissioning Costs and necessary administrative and other charges. The Decommissioning Fund may be funded by a prepayment, by sinking fund deposits or by another method approved by the Project Management Committee. Pending the application of amounts on deposit in the Decommissioning Fund to pay Decommissioning Costs, the Decommissioning Fund may be invested as provided in the trust or escrow agreement. Any amounts remaining in the Decommissioning Fund upon the completion of the Decommissioning of the Project shall be applied or disbursed at the direction of the Project Management Committee.

(b) The Project Management Committee may direct UAMPS to establish other funds or accounts to provide additional reserves for the payment of Decommissioning Costs.

Section 23. Disposition or Termination of the Project. (a) Except as otherwise provided in the Power Sales Contracts, UAMPS shall not sell, lease or otherwise dispose of the Project or any substantial part of the Project without the approval of the Project Management Committee by a Super-Majority Vote. Subject to the provisions of the Financing Documents and the Project Agreements, this Section shall not prohibit a merger or consolidation or sale of all or substantially all of the property of UAMPS.

(b) Subject to the applicable provisions of the Project Agreements, if the Project shall be terminated, UAMPS shall use Commercially Reasonable Efforts to cause the Project to be economically salvaged, discontinued, disposed of or sold in whole or in part. UAMPS shall make accounting statements for each Billing Period to the Participant of all costs and any net proceeds associated therewith. Such accounting statements shall continue for such Billing Periods until the Project has been salvaged, discontinued or finally disposed of, at which time a final accounting statement with respect thereto shall be made by UAMPS at the earliest reasonable time. The costs of salvage, discontinuance or disposition shall include, but shall not be limited to, all accrued costs and liabilities resulting from the acquisition, construction, operation or maintenance of and renewals and replacements to the Project. Such costs and, subject to the provisions of the Financing Documents, the net proceeds, if any, from the sale or salvage of Project components or assets shall be allocated among the Participants based upon their respective Entitlement Shares.

Section 24. Annual Budget; Accounting. (a) On or before 15 days prior to the estimated commencement of the first Contract Year and on or before the beginning of each Contract Year thereafter, UAMPS shall prepare and mail to the Participant an Annual Budget for the Project recommended by the Project Management Committee and approved by the Board, based, to the extent appropriate, on budgets received under the Project Agreements, showing an annual estimate of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs, and the Participant's share of each, for the following Contract Year. The Participant shall, to the extent and in the manner deemed appropriate by the Participant, incorporate the estimates shown on the Annual Budget in its annual budgetary process for the Participant's Enterprise Fund.

(a) At the end of each quarter during each Contract Year and at such other times as it shall deem desirable, UAMPS shall review the Annual Budget of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs for the Contract Year. In the event such review indicates that the Annual Budget does not or will not substantially correspond with actual receipts or expenditures, or if at any time during such Contract Year there are or are expected to be

extraordinary receipts, credits or expenditures of costs substantially affecting Operation and Maintenance Costs, Transmission Costs and Debt Service Costs, UAMPS shall prepare and provide to the Participant's Representative a revised Annual Budget, recommended by the Project Management Committee and approved by the Board, incorporating adjustments to reflect such receipts, credits or expenditures which shall thereupon supersede the previous Annual Budget. The revised Annual Budget and any written materials that accompany it shall specifically identify the changes from the Annual Budget that was previously in effect.

(b) UAMPS agrees that it will, from and after the date of the acquisition by UAMPS of the Project, keep accurate records and accounts relating to the Project, the Cost of Acquisition and Construction, Reference Project Costs, Operation and Maintenance Costs, Transmission Costs and Debt Service Costs in accordance with the Financing Documents and which are generally consistent with the Uniform System of Accounts, separate and distinct from its other records and accounts; *provided* that UAMPS may establish revenue and operation and maintenance funds that account for more than one project of UAMPS so long as UAMPS shall maintain books and records adequate to show the amounts in each of such funds allocable to each such Project. Said accounts shall be audited annually by a firm of certified public accountants, experienced in public finance and electric utility accounting and of national reputation, to be employed by UAMPS. A copy of each annual audit, including all written comments and recommendations of such accountants, approved by the Members shall be furnished by UAMPS to the Participant not later than 180 days after the end of each Contract Year.

Section 25. Billing Periods. (a) The initial Billing Period to be used for the preparation, calculation and billing of the amounts payable by the Participant hereunder shall be a Month. In order to promote the efficient and economic administration of the Project, UAMPS may, at any time after the end of the initial Contract Year and from time to time thereafter, adopt another standard period of time as the Billing Period hereunder. In addition to the foregoing, UAMPS may, upon the approval of the Project Management Committee, from time to time revise the billing and payment procedures provided for in this Section to promote the efficient and economic administration of the Project or to conform such billing procedures to those utilized in connection with other projects of UAMPS.

(b) Any change in the Billing Period shall be made in the Annual Budget provided for in Section 24 and shall not be effective for at least 30 days after the mailing of notice of such change in the Billing Period or in the billing and payment procedures to the Participant. At the time of the mailing of such Annual Budget, UAMPS shall send to the Participant a revised form of the billing procedures set forth in Section 26(b), which shall reflect any changes in the dates of billing and payment and the method thereof that are necessary or desirable to make this Section correspond to the new Billing Period, such changes to become effective on the date the new Billing Period takes effect. In no event shall any such change in the Billing Period or in the billing and payment procedures increase the amounts payable by the Participant pursuant to this Section in respect of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs.

Section 26. Billings. (a) The Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project through billings to and payments by the Participants under the Power Sales Contracts. UAMPS will exercise

Commercially Reasonable Efforts to finance all Development Costs during the Development Period. In the event that Development Costs are not refinanced by the issuance of long-term Bonds, the Participant shall pay its Development Cost Share of the amount necessary to repay the financed Development Costs. UAMPS will exercise Commercially Reasonable Efforts to finance all Construction Costs, net of any Capital Contributions, with the proceeds of Bonds issued at the beginning of the Construction Period. The Participant's share of Operation and Maintenance Costs and Debt Service Costs will equal its Entitlement Share (expressed as a percentage of all Entitlement Shares), subject to the adjustments provided for in the Power Sales Contracts.

(b) For so long as the Billing Period is a Month, on or before the 25th day after the end of each Billing Period beginning with the first Billing Period in the first Contract Year, UAMPS shall render to the Participant a billing statement showing the amount payable by the Participant for such Billing Period in respect of: (i) Development Costs, (ii) Operation and Maintenance Costs; (iii) Transmission Costs; (iv) Debt Service Costs; and (v) any other amounts, adjustments or reconciliations payable by or credited to the Participant pursuant to this Contract or the Financing Documents and not otherwise shown. The Participant shall pay the total of such amounts at the time specified in Section 27, as the same may be revised from time to time. The billing statement for each Billing Period shall be based, to the fullest extent practicable, upon the actual operation of the Project during such Billing Period. To the extent that any billing statement rendered by UAMPS shall have included any estimated amounts in respect of the Participant's share of Operation and Maintenance Costs, Debt Service Costs or the Transmission Costs or other costs allocable to the Participant, such estimated amounts shall be reconciled at least once during each Contract Year with the actual operation and scheduling of the Project and the Participant shall receive a bill or credit, as applicable, to reflect such reconciliations pursuant to clause (v) of this paragraph.

(c) Debt Service Costs, including any adjustments thereto, shall be determined by UAMPS in accordance with the Financing Documents. Operation and Maintenance Costs, including any adjustments thereto, shall be determined by UAMPS in accordance with the applicable provisions of the Power Sales Contracts and the Project Agreements. UAMPS and the Participant acknowledge and agree that certain categories of costs may be financed as a Cost of Acquisition and Construction (and paid by the Participant as Debt Service Costs or through Capital Contributions) or paid by the Participant as Operation and Maintenance Costs, as determined by the Project Management Committee, but without duplication of any item of cost. Transmission Costs, including any adjustments thereto, shall be determined by UAMPS in accordance with the applicable provisions of this Contract and the Transmission Agreements. The Participant shall pay all such amounts pursuant to Section 27.

(d) In the event that the failure of a Participant to make its payments in accordance with its Power Sales Contract shall have resulted in the application of amounts in any reserve or working capital funds for the Project, any amounts thereafter paid to UAMPS, including delayed-payment and interest charges, by such defaulting Participant in respect of past due payments (i) shall be used to replenish such fund or (ii) to the extent that the other Participants shall have made up the deficiency created by such application or paid additional amounts into any such funds, shall be credited, pro rata, on the billing statements of such other Participants in the next Billing Period or Billing Periods as shall be appropriate.

Section 27. Participant's Payment Obligations. (a) Payments required to be paid by the Participant to UAMPS shall be due and payable to UAMPS at its principal office or by wire transfer to such account as UAMPS shall designate in writing to the Participant, on the 10th day of the Month following the Month in which the billing statement was rendered or at such other time as may be established by UAMPS pursuant to Section 25.

(b) If payment in full is not made by the Participant on or before the close of business on the due date, UAMPS shall impose a delayed payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Participant; provided, however, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed payment charge (or portion thereof) but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under the Project Agreements or the Financing Documents or materially increase the amounts payable by the other Participants. If said due date is not a business day, payment shall be made on the next following business day.

(c) The obligation of the Participant to make the payments for Development Costs, Operation and Maintenance Costs, Transmission Costs, Debt Service Costs and other amounts payable by the Participant pursuant to Section 26 is a several obligation and not a joint obligation with those of any other Participant. Prior to the Commercial Operation Date, the obligation of the Participant to make such payments shall constitute a cost of the development of a new power supply resource. From and after the Commercial Operation Date, the obligation of the Participant to make such payments shall constitute a cost of purchased electric power and electric energy. In all cases, the obligation of the Participant to make the payments required by Section 26 shall be payable as an operating expense and solely from the revenues and other legally available funds of its Electric System. In no event shall the Participant be obligated or required to levy or collect ad valorem property taxes or assessments to meet its payment obligations under this Contract. Such payments shall be made whether or not the Project or any portion thereof is acquired, completed, operable, operating, suspended or terminated, and notwithstanding the damage or destruction of the Project, the suspension, interruption, interference, reduction or curtailment of the Project Output, termination of any of the Project Agreements, loss or interruption of transmission from the Point of Delivery or termination of any Transmission Agreement, for any reason whatsoever, in whole or in part. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument.

(d) The payment obligations of the Participant under this Contract are special obligations payable solely from the revenues and other available income of its Electric System and do not, and shall not be deemed to, constitute an indebtedness or liability of the Participant under any constitutional, statutory or other legal limitation or requirement.

Section 28. Disputed Billings. In the event of any dispute as to any portion of the billing statement for such Billing Period, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was submitted. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such

dispute. No adjustment shall be considered or made for disputed charges unless such notice is given by the Participant. UAMPS shall give consideration to, and shall consult with the Project Management Committee with respect to, such dispute and shall advise the Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement or determination by the Project Management Committee) of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination. For the avoidance of doubt, any overpayment or underpayment determined pursuant to Section 26(b) shall not be considered to be a disputed payment that is subject to this Section.

Section 29. Audit Rights. (a) At its cost, the Participant may, upon the giving of not less than 15 days' prior written notice to UAMPS, but not more often than once during any two-year period, inspect and audit the books and records of UAMPS relating to the Project for the purpose of verifying the amounts payable by the Participant under this Contract within the three-year period preceding the commencement of the audit. UAMPS agrees to make available to the Participant, to the extent Commercially Reasonable, all relevant records and all requested information relating to the subject matter of any such audit, subject in all cases to any confidentiality restrictions applicable to third-party information or contracts; provided that UAMPS shall make Commercially Reasonable Efforts to obtain a waiver of such restrictions for purposes of the audit and the Participant shall execute such non-disclosure agreements as may be reasonably requested by UAMPS. Any audit shall be conducted during normal business hours, and the Participant will use Commercially Reasonable Efforts to complete any audit within one month, subject to the availability of relevant records and information and the absence of material accounting irregularities.

(b) If any audit discloses that an overpayment or underpayment has been made during the three-year period described above, the amount of the overpayment or underpayment will be promptly paid by the appropriate party, together with interest calculated at an annual rate equal to the Secured Overnight Funding Rate (SOFR) reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of SOFR, plus 100 basis points, compounded daily and on the basis of a 360-day year, from the date or dates of any such overpayment or underpayment through and including the date of the payment correcting the overpayment or underpayment. Any payment made by UAMPS pursuant to this Section shall constitute an item of Operation and Maintenance Costs.

Section 30. Representations and Warranties. (a) The Participant represents and warrants to UAMPS as follows:

(i) the Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah, and has all corporate power and authority necessary to enter into and perform its obligations under this Contract;

(ii) this Contract has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iii) the execution, delivery and performance by the Participant of this Contract does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to the Participant and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which the Participant is a party or to which any of the property, assets or revenues of its Electric System is subject;

(iv) all Required Approvals have been obtained;

(v) to the Participant's knowledge, there is no pending or threatened action or proceeding affecting the Participant which purports to affect the authorization, legality, validity or enforceability of this Contract, the Joint Action Agreement or the Pooling Agreement; and

(vi) prior to and in connection with its approval and execution of this Contract, the Participant conducted its own review of the descriptions, information and studies regarding the Project, the Project Agreement and this Contract provided by UAMPS and made an independent determination to enter into this Contract.

(b) UAMPS represents and warrants to the Participant as follows:

(i) UAMPS is a political subdivision of the State of Utah and an energy services interlocal entity, duly created and validly existing under the Act and the Joint Action Agreement;

(ii) UAMPS has all corporate power and authority necessary to enter into and perform its obligations under this Contract;

(iii) This Contract has been duly approved by the Project Management Committee and the Board and has been duly authorized, executed and delivered by UAMPS and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by UAMPS of this Contract does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to UAMPS and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which UAMPS is a party or to which any of its property, assets or revenues is subject;

(v) to UAMPS' knowledge, there is no pending or threatened action or proceeding affecting UAMPS which purports to affect the authorization, legality, validity or enforceability of this Contract, the Joint Action Agreement or the Pooling Agreement; and

(vi) the descriptions, information and studies regarding the Project, the Project Agreements and this Contract provided to the Participant by UAMPS have been prepared

in good faith based upon the facts and information known to UAMPS at the time, and UAMPS has no reason to believe that such descriptions, information and studies taken as a whole are incorrect or misleading in any material respect.

Section 31. Information to Be Made Available. (a) From and after the effective date of the Power Sales Contracts and subject to their availability under the applicable provisions of the Project Agreements, UAMPS shall make available for examination by the Participant:

(1) all books of accounts, records, documentation and contracts in the possession of UAMPS relating to the operation of the Project;

(2) copies of all agreements and data in the possession of UAMPS relating to the financing of the Project;

(3) copies of all operating and financial records and reports relating to the Project in the possession of UAMPS;

(4) copies of policies of insurance carried pursuant to Section 14; and

(5) such other information and documents with respect to the Project as the Participant may reasonably request from time to time.

(b) UAMPS may from time to time provide information to the Participant or the Participant's Representative that it designates as "non-public, "commercially sensitive," "confidential" or with similar words indicating that public disclosure of such information should not be made and can be expected to cause harm to UAMPS and the Participants. The Participant and the Participant's Representative agree to (i) classify any information as "non-public," "protected" or with such similar words as may be used under all public records laws that may apply to the Participant, (ii) notify UAMPS of any request or demand for disclosure of such information and (iii) cooperate with UAMPS in contesting any such disclosure request or demand.

(c) The Participant acknowledges that the ability of UAMPS to sell the Bonds depends upon, among other things, the credit standing of the Participants and their Electric Systems and that it will be necessary for UAMPS to provide certain information with respect to the Participants and their Electric Systems in connection with the sale of the Bonds (whether or not the Participant is making a Capital Contribution). Consequently, the Participant covenants to and agrees with UAMPS that the Participant will, upon request, provide to UAMPS all information with respect to the Participant and its Electric System, including financial and operating information and all contracts, documents, reports, bond resolutions and indentures, as may be requested by UAMPS or its counsel in connection with the financing of the Project and the issuance of the Bonds.

(d) The Participant covenants to and agrees with UAMPS that the Participant will furnish to UAMPS (1) not later than 180 days after the end of each fiscal year of the Participant, (A) a copy of the most recent annual financial statements of the Participant and its Enterprise Fund, audited by an independent certified public accountant or firm of such accountants, together with copies of all management letters and written recommendations and comments submitted by the

accountants making such audit, and (B) the information and documents described in EXHIBIT II attached hereto, and (2) such other information and documents as UAMPS may reasonably request from time to time.

(e) The Participant may notify UAMPS if non-public information is contained in the materials provided under EXHIBIT II. UAMPS agrees to (i) classify any such non-public information as "protected records" within the meaning of, and to the extent permitted under, the Utah Government Records Access and Management Act, (ii) agrees to cooperate with the Participant to appropriately classify any such non-public information under such other public records laws that apply to the Participant and (iii) notify the Participant of any demand for disclosure of such information and will cooperate with the Participant in contesting any such disclosure demand.

(f) Concurrently with its execution and delivery of this Contract, the Participant shall deliver to UAMPS (i) a certificate, together with attached exhibits, in substantially the form attached hereto as EXHIBIT III and (ii) an opinion of counsel in substantially the form attached hereto as EXHIBIT V. In connection with each issuance of Bonds by UAMPS and at such other times as UAMPS may reasonably request, the Participant shall deliver to UAMPS (iii) a bring-down certificate in substantially the form attached hereto as EXHIBIT IV, and (iv) a bring-down opinion of counsel in substantially the form attached hereto as EXHIBIT VI.

Section 32. Covenants and Agreements of the Participant. The Participant covenants to and agrees with UAMPS as follows:

(a) *Maintenance of Rates.* The Participant shall establish, maintain, revise, charge and collect rates for electric service rendered by it to its customers so that such rates shall provide revenues which, together with other funds reasonably estimated to be available, will be sufficient to meet the Participant's obligations to UAMPS under this Contract, to pay all other operating expenses of the Participant's Electric System and to provide revenues sufficient to pay all obligations of the Participant payable from, or constituting a charge or lien on, the revenues of its Electric System and, to the extent being paid from the revenues of its Electric System, all other bonds of the Participant now or hereafter outstanding.

(b) *Maintenance of Revenues*. The Participant shall promptly collect all charges due for electric utility services supplied by it as the same become due. The Participant shall at all times maintain and shall exercise Commercially Reasonable Efforts to enforce its rights against any person, customer or other entity that does not pay such charges when due.

(c) *Sale or Assignment of Electric System or Power Sales Contract*. During the term of this Contract, the Participant shall not sell, lease or otherwise dispose of all or substantially all of its Electric System, except upon compliance with the following provisions respecting the transfer or assignment of its Entitlement Share.

The Participant shall not assign, sell or transfer all or any part of its Entitlement Share or any or all of its interests under this Contract, except upon one hundred twenty (120) days' prior written notice to UAMPS and compliance with the provisions set forth below. Within thirty (30)

days after receipt of such notice from the Participant (and if such notice indicates that the Participant proposes to assign its Entitlement Share), UAMPS shall notify all of the other Participants of the proposed assignment or transfer by the Participant of all or part of its Entitlement Share. Each of the other Participants shall have the option of acquiring all or any portion of the Entitlement Share that is proposed to be assigned or transferred and shall notify UAMPS of its exercise of such option within forty-five days of its receipt of the notice from UAMPS referred to in the preceding sentence. In the event that two or more of the other Participants shall exercise their options with respect to the Entitlement Share that is proposed to be assigned or transferred in amounts which exceed the total Entitlement Share proposed to be assigned, UAMPS shall, to the extent necessary, make a pro rata allocation of the such Entitlement Share among the Participants which have exercised their options, based upon the existing Entitlement Shares of the requesting Participants. In the event that less than all of such Entitlement Share shall be acquired by other Participants, UAMPS shall notify the other Members of UAMPS of the proposed assignment of an Entitlement Share and shall provide such Members with an opportunity to acquire the remaining portion of the Participant's Entitlement Share.

In the event that less than all of the Entitlement Share proposed to be transferred or assigned is to be acquired by other Participants or other Members of UAMPS, the Participant may proceed to transfer or assign its Entitlement Share and its rights under this Contract upon satisfaction of the following conditions: (A) at the sole option of UAMPS either (i) the purchaser or assignee shall assume all obligations of the Participant under this Contract in such a manner as shall assure UAMPS to its sole satisfaction that the Participant's Entitlement Share to be purchased hereunder and the amounts to be paid therefor will not be reduced, and if and to the extent deemed necessary by UAMPS in its sole discretion to reflect such assignment and assumption, UAMPS and such purchaser or assignee shall enter into an agreement supplemental to this Contract to clarify the terms upon which the Participant's Entitlement Share is to be sold hereunder by UAMPS to such purchaser or assignee; or (ii) such purchaser or assignee shall enter into a new contract with UAMPS for the purchase of the Participant's Entitlement Share at a price and on terms which UAMPS in its sole discretion determines not to be less beneficial to it and the other Participants than this Contract; (B) the senior debt, if any, of such purchaser or assignee, if such purchaser or assignee is not a Participant shall be rated by at least "Baa2" or "BBB", as applicable, by at least one Rating Agency; (C) the Project Management Committee shall by resolution determine that such sale, lease or other disposition will not adversely affect UAMPS, the other Participants or the security for the payment of Bonds; and (D) UAMPS shall have received an opinion of Bond Counsel to the effect that such sale, assignment or disposition will not by itself adversely affect the Tax Status of Bonds theretofore issued or thereafter issuable. UAMPS shall make the determinations required by this subparagraph (3) within one hundred twenty (120) days of receipt by UAMPS of the notice referred to in the first sentence of this subparagraph and shall provide a written copy of such determinations to the Participant.

In the event any sale, lease or other disposition is permitted pursuant to this subparagraph (3), UAMPS may require as additional security to assure the flow of revenues under this Contract, and the transferring and assigning Participant shall provide or cause to be provided either a prepayment or a security deposit for amounts due under this Contract in such amounts as shall be determined by the Project Management Committee.

Upon the completion of any such sale, lease or other disposition, UAMPS shall prepare and send to each of the Participants a revised SCHEDULE I, setting forth the Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the Participants, as revised to reflect such sale, lease or other disposition.

(d) *Good Utility Practice*. The Participant shall, in accordance with Good Utility Practice, (i) at all times operate its Electric System and the business thereof in an efficient manner, (ii) maintain its Electric System in good repair, working order and condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Electric System, so that at all times the business thereof shall be properly conducted, and (iv) duly perform its obligations under all power supply and transmission service agreements to which it is a party.

(e) *Operating Expenses*. UAMPS and the Participant intend that the payments to be made by the Participant to UAMPS pursuant to this Contract will be payable (i) if and to the extent that any payments are required to be made prior to the Commercial Operation Date, from the revenues and income derived from the operation of the Participant's Electric System as a cost of the development of a new long-term power supply resource, (ii) from and after the Commercial Operation Date as a cost of purchased electric power and energy, and (iii) in each case as an operating expense of the Participant's Electric System and a first charge, together with all other operating expenses, on the revenues derived from the operation of the Participant's Electric System; *provided that* if any amount payable by the Participant under this Contract is prohibited from being paid as an operating expense of the Participant's Electric System under applicable law or a binding contractual obligation, such amount shall be payable from the available revenues and income of the Participant's Electric System. The Participant covenants to and agrees with UAMPS that it will, unless otherwise required by applicable law or under a binding contractual obligation, include the annual payments required to be made by it under this Contract as a cost of purchased electric power and energy as an operating expense in the annual operating budget of its Electric System and in any resolution, ordinance or indenture providing for future borrowings for the Participant's Electric System.

(f) *Tax Status*.

(i) The Participant agrees that it will apply all of the Electric Energy acquired under this Contract to a Qualified Use and that it will not take or omit to take any action (whether with respect to the Electric Energy acquired under this Contract or otherwise) which could, either alone or in conjunction with any other similar actions by the Participant or other Participants, adversely affect the Tax Status of any Bonds issued or issuable by UAMPS. Upon any breach of the foregoing covenants, the Participant shall take and pay the costs of all remedial actions as may be directed by UAMPS in order to maintain the Tax Status of the Bonds.

(ii) The Participant represents and warrants that, as of the Effective Date, it has no contracts (and has no current expectation of entering into any contracts) other than Permitted Output Contracts to provide electric service to any purchaser. At least thirty days prior to entering into any such contract, the Participant shall notify UAMPS of its

intent to enter into such contract and provide copies of such contract to UAMPS. Within thirty days after receipt of such notice, UAMPS shall advise the Participant as to whether, in the opinion of Bond Counsel, such contract would result in a violation of the covenant in clause (i) above. The cost of such opinion and other reports necessary in connection therewith shall be borne by the Participant.

(iii) The Participant agrees to provide such information as UAMPS may request and to comply with such additional instructions as may be provided by UAMPS in order to confirm and maintain the Qualified Use of the Electric Energy sold under this Contract.

Section 33. Default by Participant. Each of the following shall constitute a "default" by the Participant under this Power Sales Contract:

(a) failure of the Participant to make to UAMPS any of the payments for which provision is made in this Power Sales Contract within five business days after the due date of any such payment; or

(b) failure by the Participant to observe any of the covenants, agreements or obligations on its part contained herein and failure to remedy the same for a period of sixty days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given by or on behalf of UAMPS; or

(c) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including without limitation proceedings under Title 11, Chapter 9, United States Code or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors, are instituted by or against the Participant and, if instituted against the Participant, said proceedings are consented to or are not dismissed within thirty days after such institution.

Section 34. Continuing Obligation of Participant; Right of UAMPS to Discontinue Service. (a) In the event of any default referred to in Section 33, the Participant shall not be relieved of its liability for payment of any amounts in default or its failure to observe its covenants, agreements and obligations hereunder and UAMPS shall have the right to recover from the Participant any amount in default. In enforcement of any such right of recovery, UAMPS may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of the Participant hereunder or the obligation of the Participant to make any payment for which provision is made in this Contract.

(b) In addition to proceeding with its rights against a defaulting Participant pursuant to paragraph (a) above, UAMPS may, upon not less than thirty days' written notice from UAMPS to the Participant, cease and discontinue providing all or any portion of the Participant's Entitlement Share and may terminate the Participant's right to receive the Electric Energy allocable to its Entitlement Share under this Power Sales Contract. In connection with its determination to discontinue providing all or any portion of a defaulting Participant's Entitlement Share, UAMPS shall take into account, among such other matters as UAMPS in its sole discretion shall deem

relevant, the amounts and due dates of its payment obligations under the Project Agreements and the Financing Documents and the funds and revenues available to UAMPS to enable it to meet its obligations thereunder. Any such termination of the Participant's Entitlement Share under this Power Sales Contract shall not, however, terminate, reduce or modify the Participant's outstanding obligations and liabilities hereunder.

(c) The suspension or termination of a defaulting Participant's right to receive its Entitlement Share and any actions taken by UAMPS pursuant to Section 35 shall not terminate, reduce or modify the defaulting Participant's obligations and liabilities under its Power Sales Contract. The defaulting Participant shall remain liable under all billing statements rendered by UAMPS, whether prior or subsequent to the default, and UAMPS for itself and on behalf of the nondefaulting Participants shall be entitled to recover from the defaulting Participant all damages, legal fees, costs and expenses incurred by UAMPS and the nondefaulting Participants as a result of such default. UAMPS shall exercise Commercially Reasonable Efforts to mitigate the damages resulting from the Participant's default.

Section 35. Transfer of Entitlement Share Following Default; Other Actions by UAMPS. (a) UAMPS and the Participant acknowledge that a default by any of the Participants under its Power Sales Contract could reduce the revenues available to UAMPS which are necessary in order for UAMPS to meet its obligations under the Project Agreements and the Financing Documents on a timely basis. In the event of an insufficiency of revenues and an inability on the part of UAMPS to meet its obligations under the Project Agreements and the Financing Documents on a timely basis, the ability of UAMPS to deliver Electric Energy from the Project and the interests of all of the Participants will be materially and adversely affected. The provisions of this Section are intended to assure the sufficiency of revenues to UAMPS following a default by a Participant under its Power Sales Contract by the reallocation of the defaulting Participant's Entitlement Share. As set forth below, UAMPS agrees to take certain actions to mitigate the impact of any such reallocation on the nondefaulting Participants. The Participants agree that the provisions of this Section are reasonable and necessary in order for them to achieve the benefits of their joint and cooperative undertaking with respect to the Project.

(b) In the event of a default by any Participant and discontinuance of service pursuant to Section 35 of such Participant's Power Sales Contract, but only if the Project has not been terminated, UAMPS and the nondefaulting Participants shall take the following actions in the order set forth below:

(1) UAMPS shall immediately make a mandatory allocation of the defaulting Participant's Entitlement Share among all of the nondefaulting Participants, pro rata on the basis of their original Entitlement Shares. UAMPS shall provide written notice to the nondefaulting Participants of the mandatory allocation of the defaulting Participant's Entitlement Share which notice shall (a) set forth the date of the mandatory allocation, (b) include a revised Schedule I showing the increased Entitlement Shares and (to the extent applicable) the revised Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the nondefaulting Participants as a result of such allocation, (c) direct each of the nondefaulting Participants to make an election pursuant to subparagraph (2) below, and (d) set forth the date by which each of the nondefaulting

Participants must notify UAMPS of its election pursuant to subparagraph (2) below. Such mandatory allocation of the defaulting Participant's Entitlement Share and the increased Entitlement Shares and the revised Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the nondefaulting Participants as a result of such allocation (as shown on the revised Schedule I prepared by UAMPS) shall remain in effect until the completion of the procedures provided for in this paragraph (a). During such period, each of the nondefaulting Participants shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share and its revised Capital Contribution Percentage, Debt Service Percentage and Debt Service Share as a result of such allocation.

(2) Within sixty days after the allocation of the defaulting Participant's Entitlement Share provided for in subparagraph (1) above, each of the nondefaulting Participants shall notify UAMPS in writing of its election of one of the following options: (A) to retain that portion of the defaulting Participant's Entitlement Share allocated to such nondefaulting Participant pursuant to subparagraph (1) above and the additional amount, if any, of the defaulting Participant's Entitlement Share that such nondefaulting Participant elects to acquire from any other nondefaulting Participant that may elect to retain less than all of the defaulting Participant's Entitlement Share allocated to it pursuant to subparagraph (1) above; or (B) to retain none or less than all of the defaulting Participant's Entitlement Share allocated to the Participant pursuant to subparagraph (1) above. Any Participant that shall have elected to retain all of that portion of the defaulting Participant's Entitlement Share allocated to it pursuant to subparagraph (1) above shall be deemed to have fully satisfied its obligations to UAMPS under this Section and shall not thereafter be required to accept any additional allocation of the defaulting Participant's Entitlement Share.

(3) Within thirty days after its receipt of the elections of all nondefaulting Participants pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Participants have elected to retain all of the Entitlement Share of the defaulting Participants pursuant to subparagraph (2). In the event that any of the Participants shall have elected to retain less than all of its allocation of the defaulting Participant's Entitlement Share, UAMPS shall proportionally reallocate the remaining amount of the defaulting Participant's Entitlement Share among those nondefaulting Participants that have requested additional amounts of the defaulting Participant's Entitlement Share. To the extent necessary to provide for a complete reallocation of the defaulting Participant's Entitlement Share, UAMPS shall next reallocate any remaining portion of the defaulting Participant's Entitlement Share among those Participants that did not elect to retain all of their initial allocations of such Entitlement Share. Proportional reallocations shall be based upon the Entitlement Shares of the nondefaulting Participants in effect immediately prior to the defaulting Participant's default.

(4) In no event shall any reallocation of a defaulting Participant's Entitlement Share, or the total of all mandatory reallocations of Entitlement Shares in the event of two or more Participant defaults under the Power Sales Contracts, cause any nondefaulting

Participant's Entitlement Share to increase by more than [__]%* over its original Entitlement Share set forth on Schedule I.

(5) Each allocation or reallocation of a defaulting Participant's Entitlement Share shall also allocate or reallocate the defaulting Participant's Capital Contribution Percentage and Debt Service Percentage to the nondefaulting Participants receiving such allocation or reallocation. The Capital Contribution Percentage and the Debt Service Percentage of the defaulting Participant shall be allocated to each of such nondefaulting Participants proportionally based upon the respective amounts of the defaulting Participant's Entitlement Share that are allocated or reallocated to them.

(6) UAMPS shall deliver, promptly after making the determinations and reallocations required by this paragraph (b), a notice to the nondefaulting Participants which notice shall (A) set forth the reallocation of the defaulting Participant's Entitlement Share made by UAMPS pursuant to subparagraph (3) above, and the effective date of such reallocation, (B) set forth the amount, if any, of the Entitlement Share of the defaulting Participant that has been mandatorily reallocated to nondefaulting Participants that did not elect to retain or acquire the same, and (C) include a revised SCHEDULE I showing the revised Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares, respectively, of the nondefaulting Participants as a result of the reallocation provided for under subparagraph (3). The Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares shown on such revised SCHEDULE I shall thereafter be the Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the nondefaulting Participants.

(7) Any portion of the Entitlement Share of a defaulting Participant transferred pursuant to this paragraph (b) to a nondefaulting Participant shall become a part of and shall be added to the Entitlement Share of each transferee Participant, and from and after the date of such transfer the transferee Participant shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Power Sales Contract. The defaulting Participant shall remain liable to UAMPS and the other Participants for costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Participant's Entitlement Share provided for in this Section.

(c) In the event that any portion of a defaulting Participant's Entitlement Share shall have been mandatorily reallocated to nondefaulting Participants pursuant to paragraph (b)(3) above or in the event that the procedures set forth in paragraph result in the reallocation of less than all of a defaulting Participant's Entitlement Share, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of all or any part of the defaulting Participant's Entitlement Share as follows and in the following order:

* This amount will not exceed 25% and will be determined by the Project Management Committee upon the Effective Date of the Power Sales Contracts.

(1) UAMPS shall first seek to sell all or any part of the defaulting Participant's Entitlement Share on terms and conditions comparable to those contained in the Power Sales Contracts; and

(2) UAMPS shall then seek to sell all or any part of such portion of the defaulting Participant's Entitlement Share or the Electric Energy associated therewith on the best obtainable terms and conditions.

Subject to the provisions of the Financing Documents, no sale, transfer or other disposition of all or a part of an Entitlement Share shall be made pursuant to this paragraph (c) if such sale, transfer or disposition will adversely affect the exclusion from gross income for federal income tax purposes of the interest on any of the Bonds issued as tax exempt obligations.

(d) In the event that UAMPS is unable to sell or dispose of any portion of the defaulting Participant's Entitlement Share pursuant to paragraph (c) above within 180 days of commencing Commercially Reasonable Efforts so to do and UAMPS, based upon determinations by the Project Management Committee and the Board, determines that the inability to sell or dispose of the defaulting Participant's Entitlement Share will materially and adversely affect the ability of the nondefaulting Participants to meet their obligations under the Power Sales Contract or the ability of UAMPS to meet its obligations under the Project Agreements and the Financing Documents, then UAMPS shall take such actions as UAMPS in its sole discretion shall deem necessary to ensure the availability of sufficient funds and revenues to enable UAMPS to meet its obligations under the Project Agreements and the Financing Documents. Such actions may include, without limitation, any of the following measures (or any combination thereof):

(1) UAMPS may sell all or any portion of the Project that is allocable to the defaulting Participant's Entitlement Share on such terms and conditions as UAMPS deems to be in the best interest of UAMPS and the nondefaulting Participants and shall apply the proceeds of such sale to the purchase, redemption or defeasance of the Bonds or to other purposes related to the Project; or

(2) UAMPS may enter into contractual arrangements for the sale of all or any portion of the defaulting Participant's Entitlement Share or the Electric Energy associated therewith on such terms and conditions as will maximize the revenues available to UAMPS without regard to any adverse effect that such sale may have on the exclusion of interest on the Bonds from gross income for federal income tax purposes.

In the event that UAMPS makes any sale pursuant to clause (2) above, UAMPS will obtain an opinion of Bond Counsel addressing the tax status of interest on the Bonds issued as tax exempt obligations. UAMPS will take such remedial actions as are available to it to preserve the tax exempt status of interest on such Bonds. In the event that such opinion indicates that interest on the Bonds is or will become includible in gross income for federal income tax purposes, the Participant acknowledges that it may be necessary for UAMPS to pay additional amounts as interest or penalties on the Bonds and that the Debt Service Costs payable by the Participant pursuant to Section 26 will increase correspondingly. The Participant agrees to pay its Debt

Service Share of such increased Debt Service Costs pursuant to the provisions of this Power Sales Contract.

(e) Upon any sale or disposition of all or any portion of a defaulting Participant's Entitlement Share or the Electric Energy associated therewith or any sale of the Project pursuant to paragraphs (c) and (d) above, UAMPS shall take into account the proceeds realized or the revenues to be received from such sale or disposition and shall, to the extent necessary, make adjustments to the Entitlement Share, Capital Contribution Percentage, Debt Service Percentage and Debt Service Share of each of the nondefaulting Participants to reflect such sale or disposition and to ensure the receipt of revenues sufficient to enable UAMPS to meet its obligations under the Project Agreements and the Financing Documents. The Participant acknowledges that such adjustments may, under certain circumstances, result in a change in the Participant's share of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs without a corresponding change in the Participant's Entitlement Share. Upon the completion of the procedures provided for in this Section, UAMPS shall prepare and send to each of the Participants a final revised SCHEDULE I, setting forth the Entitlement Shares, the Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares, respectively, of the nondefaulting Participants after the procedures and actions provided for in this Section.

Section 36. Other Default by Participant. In the event of a failure of the Participant to observe, keep and perform any of the covenants, agreements or obligations on its part contained in this Power Sales Contract, UAMPS may, in addition to its other rights hereunder, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against the Participant.

Section 37. Default by UAMPS; Dispute Resolution. (a) In the event of any default by UAMPS under any covenant, agreement or obligation of this Power Sales Contract, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate and in no event shall the Participant withhold or offset any payment owed to UAMPS hereunder.

(b) Prior to and as a condition to the filing of any action with respect to this Contract under paragraph (a) above, the Participant shall first submit the dispute or matter in question to the Project Management Committee for mediation by giving notice in writing to UAMPS and the Chair of the Project Management Committee describing the dispute or matter and the issue or issues to be resolved. The Participant agrees to participate fully and in good faith in all mediation proceedings of the Project Management Committee. In the event that the Project Management Committee is unable to resolve or mediate such dispute or matter within 120 days after UAMPS has received written notice of the dispute, the Participant shall have the right to initiate such proceedings as it may deem necessary pursuant to paragraph (a).

Section 38. Abandonment of Remedy. In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights,

remedies, powers and duties of UAMPS and the Participant shall continue as though no such proceedings had been taken.

Section 39. Waiver of Default. Any waiver at any time by either UAMPS or the Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

Section 40. Relationship to and Compliance with Other Instruments. (a) It is recognized by the parties hereto that UAMPS, in undertaking, or causing to be undertaken, the planning, financing, construction, acquisition, operation and maintenance of the Project, must comply with the requirements of the Financing Documents, the Project Agreements and all Permits and Approvals necessary therefor, and it is therefore agreed that this Power Sales Contract is made subject to the terms and provisions of the Financing Documents, the Project Agreements and all such Permits and Approvals.

(b) UAMPS covenants and agrees that it will use Commercially Reasonable Efforts for the benefit of the Participant to comply in all material respects with all terms, conditions and covenants applicable to it contained in the Financing Documents, the Project Agreements and all Permits and Approvals relating thereto and that it will not, without the consent of the Participant, enter into any amendment or modification of the Financing Documents or the Project Agreements which will change the Participant's Entitlement Share or which will materially and adversely affect the rights and obligations of the Participant hereunder.

Section 41. Liability of Parties. UAMPS and the Participant shall assume full responsibility and liability for the maintenance and operation of their respective properties and each shall, to the extent permitted by law, indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; *provided* that any liability which is incurred by UAMPS through the operation and maintenance of the Project or pursuant to the Project Agreements and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of UAMPS hereunder, and any payments made by UAMPS to satisfy such liability shall, except to the extent paid from proceeds of Bonds or Capital Contributions, become part of Operation and Maintenance Costs.

Section 42. Assignment of Power Sales Contract. (a) This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; *provided, however,* that neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except as follows:

(1) UAMPS may assign its interests under this Power Sales Contract or all or any portion of the amounts payable by the Participant hereunder pursuant to the Financing Documents as described in paragraph (b) below;

(2) UAMPS may sell, transfer or reallocate all or any portion of the Participant's Entitlement Share following a default by the Participant and a discontinuance of service as provided in Section 35;

(3) After such point in time as all Bonds issued under the Financing Documents have been paid or deemed to have been paid as provided in the Financing Documents, UAMPS may assign this Power Sales Contract and pledge the amounts payable by the Participant hereunder without limitation;

(4) the Participant shall assign the Electric Energy allocable to the Participant's Entitlement Share to the UAMPS Pool as provided in Section 10; and

(5) subject to the provisions of Section 32, the Participant may assign or transfer all or any portion of its Entitlement Share or its interests under this Power Sales Contract.

(b) The Participant acknowledges and agrees that UAMPS may assign and pledge to the Trustee designated in the Financing Documents all or any portion of its right, title, and interest in and to the payments to be made to UAMPS under the provisions of this Power Sales Contract, as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on Bonds and, upon such assignment and pledge, UAMPS may grant to the Trustee any rights and remedies herein provided to UAMPS, and thereupon any reference herein to UAMPS shall be deemed, with the necessary changes in detail, to include the Trustee which on behalf of and together with the owners from time to time of the Bonds shall be third party beneficiaries of the covenants and agreements of the Participant herein contained.

Section 43. Termination or Amendment of Power Sales Contract. (a) This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

(b) This Power Sales Contract shall not be amended, modified, or otherwise altered in any manner that will adversely affect the security for the Bonds afforded by the provisions of this Power Sales Contract. So long as any of the Bonds are outstanding or until adequate provisions for the payment thereof have been made in accordance with the provisions of the Financing Documents, this Power Sales Contract shall not be amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for the Bonds or extend the time of such payments provided herein or which will in any manner impair or adversely affect the rights of the owners from time to time of the Bonds.

(c) Subject to Section 6, no Power Sales Contract entered into between UAMPS and another Participant may be amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon written notice to and written consent or waiver by each of the other Participants, and upon similar amendment being made to the Power Sales Contract of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

(d) In connection with any revision or amendment of the billing procedures provided for in Section 25 or of any of the Exhibits, UAMPS shall promptly provide a copy of the revision or amendment to the Participant.

Section 44. Notices and Computation of Time. All notices, demands or other communications made pursuant to this Contract (each, a *"Notice"*) may be sent by facsimile, electronic mail, other mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivery. Notice shall be deemed given when received by the addressee, unless received on a day that is not a business day or received after 5:00 p.m. (receiving party's local time) on a business day, in which case Notice shall be deemed to have been received on the next following business day. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) Notice sent by facsimile or electronic mail shall be deemed to have been received upon the sending party's receipt of electronic confirmation of successful transmission; (ii) Notice sent by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party; and (iii) Notice sent by first class mail shall be deemed to have been received five business days after mailing.

(b) All Notices shall be sent by UAMPS to the business address, facsimile address or e-mail address of the Participant's Representative. All Notices shall be sent by the Participant to the business address, facsimile address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

Section 45. Relationship of UAMPS and the Participant; Relationship among Participants. (a) This Power Sales Contract is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Power Sales Contract.

(b) The covenants, obligations, liabilities, rights and benefits of the Participant under this Power Sales Contract are individual and not joint and several, or collective, with those of any other Participant. Other than giving effect to the joint and cooperative action of UAMPS on behalf of the Participants, the Power Sales Contracts shall not be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on, between or among the Participant and any one or more of the Participants. No Participant shall be or be deemed to be under the control of, nor shall any Participant control or be deemed to control, any or all of the other Participants or the Participants as a group. No Participant shall be bound by the actions of any other Participant, nor shall any Participant be deemed to be the agent of any other Participant or have the right to bind any other Participant.

S*ection 46. No Recourse Against Officers, Etc. of UAMPS or Participant*. No member of the governing body, nor any officer or employee of UAMPS or the Participant shall be individually or personally liable for any payment under this Power Sales Contract or be subject to any personal liability or accountability by reason of the execution of this Power Sales Contract; *provided, however,* that this Section shall not relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Power Sales Contract.

Section 47. Governing Law; Jurisdiction and Venue. (a). This Power Sales Contract is made under and shall be governed by the law of the State of Utah; *provided, however,* that if the Participant is organized or created pursuant to the laws of another state, then the authority of the Participant to execute and perform its obligations under this Power Sales Contract shall be determined under the laws of such state. Headings herein are for convenience only and shall not influence the construction hereof.

(b) All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering this Contract, each party, for itself and in connection with its properties, irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts; waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party at its address provided in accordance with Section 44; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

Section 48. Severability; No Merger. (a) If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(b) This Power Sales Contract constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

Section 49. Contract Beneficiaries. This Contract is entered for the benefit of and as the binding agreement of UAMPS and the Participant. The Trustee and the owners of the Bonds are the only third-party beneficiaries of this Contract, as and to the extent provided in the Financing Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

HURRICANE CITY, UTAH

By:_____
Its Mayor

[SEAL]

ATTEST AND COUNTERSIGN

By:_____
Title: City Recorder

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By:_____
Chairman

[SEAL]

ATTEST AND COUNTERSIGN

By:_____
Assistant Secretary

PRELIMINARY

SCHEDULE D

SCHEDULE OF PARTICIPANTS, DEVELOPMENT SHARES AND DEVELOPMENT COST SHARES

PARTICIPANT	DEVELOPMENT SHARE (KW)	DEVELOPMENT COST SHARE (%)*
TOTAL		100.0000%

* Column may not total due to rounding.

SCHEDULE I

SCHEDULE OF PARTICIPANTS, ENTITLEMENT SHARES

SCHEDULE OF PARTICIPANTS, ENTITLEMENT SHARES, CAPITAL CONTRIBUTION PERCENTAGES, DEBT SERVICE PERCENTAGES AND DEBT SERVICE SHARES*

PARTICIPANT	ENTITLEMENT SHARE	
	kW	%**
TOTAL		%

* Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares to be added if Capital Contributions are made.

** Column may not total due to rounding.

EXHIBIT I

DESCRIPTION OF THE INITIAL FACILITIES

The following is a preliminary and summary description of the Initial Facilities. This description is subject to change based upon selection of the Contractor, the negotiation of the final terms of the Construction Contracts and the construction of the Initial Facilities. The final description of the Initial Facilities will be approved by the Project Management Committee after the Project achieves commercial operation.

PARTICIPANT _____
FISCAL YEAR _____

EXHIBIT II

FORM OF PARTICIPANT'S ANNUAL INFORMATION REPORT*

SYSTEM DESCRIPTION

Incorporated area of municipality _____ square miles.

Service area of utility _____ square miles.

Transmission and distribution lines _____ miles.

Number of employees in electrical department _____. (Include sum of shared employees' time in other city offices to determine equivalent full-time employees.)

Number of customers served outside the city limits _____.

Service area outside of the city limits _____ square miles.

NUMBER OF ELECTRICAL CUSTOMERS AND TYPE OF LOAD SERVED

CUSTOMER CLASS	NUMBER OF CUSTOMERS
Residential	
Commercial	
Industrial	
Agricultural and Pumping	
Military and Other	
TOTAL	

Annual audit will be sent to UAMPS as soon as completed after the fiscal year.

Electric Rate Schedules for the above classes of service are attached hereto.

---

* Under Section 31(d) of the Power Sales Contract, UAMPS has agreed to classify certain of the information provided by the Participant on this Exhibit II as a "protected record," pursuant to the Participant's request. The Participant must also take any actions necessary on its part to appropriately classify and protect such information provided in this Exhibit.

Customer Sales by Class

Total sales to your customers _____ kWh.

Revenues from energy sales to your customers in $_____.

CUSTOMER CLASS	KWH SALES	REVENUES ($)
Residential		
Commercial		
Industrial		
Agricultural		
Other		
TOTAL		

GENERATION
PRODUCED FOR SYSTEM LOAD

	GENERATING UNIT PRODUCTION							
	#1		#2		#3		#4	
	kW	kWh	kW	kWh	kW	kWh	kW	kWh
July								
August								
September								
October								
November								
December								
January								
February								
March								
April								
May								
June								
TOTAL								

SYSTEM PEAK INCLUDING LOAD
COVERED BY OWN GENERATION

	kW		kW
July		January	
August		February	
September		March	
October		April	
November		May	
December		June	

FIVE LARGEST LOADS

	TYPE OF BUSINESS	KWH SOLD	ANNUAL ELECTRICAL BILLINGS
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

ACHIEVEMENTS

Provide below the achievements of your utility for the year.

EXHIBIT III

FORM OF CERTIFICATE OF PARTICIPANT

STATE OF _____)
)
COUNTY OF _____)

The undersigned hereby certify that they are the [Executive Officer] and [Clerk/Recorder/Secretary] of _____ (the *"Participant"*), a member of Utah Associated Municipal Power Systems (*"UAMPS"*), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate has been executed pursuant to Section 31(f) of the Power County Power Project Power Sales Contract, dated as of December 1, 2024 (the *"Power Sales Contract"*), between the Participant and UAMPS, in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

2. The Participant is a _____, duly created and validly existing under the laws of the State of _____ (the *"State"*), and is governed by a _____ (the *"Governing Body"*).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Power Sales Contract and related matters (the *"Contract Resolution"*). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body held on _____, at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the [Executive Officer] and the [Clerk/Recorder/Secretary] authorized to execute and deliver the Power Sales Contract on behalf of the Participant are as follows:

NAME	OFFICE
«officer»	[Executive Officer]
«officer»	[Clerk/Recorder/Secretary]

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of state law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the *"System"*) that distributes and furnishes electric energy to consumers located within the established service area of the System. The Participant will use all of the electric energy from its Entitlement Share in a Qualified Use.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the *"Joint Action Agreement"*) and that certain Power Pooling Agreement (the *"Pooling Agreement"*) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. «Rep» has been duly appointed by the Governing Body as the Participant's representative to UAMPS.

10. The representations and warranties of the Participant in Section 30 of the Power Sales Contract are true and correct on and as of the date of this certificate.

11. The Participant acknowledges that the information it provides under Section 31(c) and (d) of the Power Sales Contract may be used by UAMPS in connection with the issuance of Bonds to finance the Development Costs and the Cost of Acquisition and Construction of the Project and to provide necessary information to lenders and other interested parties.

Dated: _____.

[PARTICIPANT]

By _____
[Executive Officer]

By _____
[Clerk/Recorder/Secretary]

[Seal]

EXHIBIT A

[Form of Contract Resolution]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE POWER COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, _____ (the *"Participant"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a combined cycle natural gas-fired electric generating facility plant known as the "Power County Power Project" (the *"Project"*) to be located at a site in Power County, Idaho, and to sell the capacity and output of the Project pursuant to the Power County Power Project Power Sales Contracts (the *"Power Sales Contracts"*) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant's electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of _____, as follows:

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the [Executive Officer] is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the [Clerk/Recorder/Secretary] is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the [Executive Officer], his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing _____ kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of _____ as the Participant's Representative to UAMPS and of _____ and _____ as alternate Representatives is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The [Executive Officer] and the [Clerk/Recorder/Secretary] are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this __ day of _____, _____.

[PARTICIPANT]

By _____

_____

ATTEST:

_____

[Secretary/Clerk/Recorder]

[SEAL]

ANNEX A

[Attach Power Sales Contract]

EXHIBIT IV

FORM OF BRING DOWN CERTIFICATE OF THE PARTICIPANT

STATE OF _____)
)
COUNTY OF «COUNTY»)

The undersigned hereby certify that they are the [Executive Officer] and [Clerk/Recorder/Secretary] of _____ (the *"Participant"*), a member of Utah Associated Municipal Power Systems (*"UAMPS"*), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This certificate has been executed in connection with the issuance by UAMPS of its Power County Power Project Revenue Bonds, _____ Series ____ (the *"Bonds"*), as more fully described in the Official Statement of UAMPS dated _____ (the *"Official Statement"*) prepared in connection with the offering and sale of the Bonds.

2. Pursuant to Section 31(f) of the Power County Power Project Power Sales Contract, dated as of December 1, 2024, between the Participant and UAMPS, in connection with the execution and delivery of the Power County Power Project, the undersigned executed and delivered a certificate dated _____ (the *"Original Certificate"*). The undersigned hereby reaffirm the statements made in the Original Certificate on and as of the date hereof. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Original Certificate.

[3. The undersigned have reviewed the statements and information relating to the Participant and its electric system contained in APPENDIX __ to the Preliminary Official Statement and the Official Statement under the caption, "THE PARTICIPANTS", and such statements and information, as of the respective dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, (a) were and are true and correct in all material respects and fairly and accurately present the financial and operating position of the System for the periods and as of the dates presented and (b) did not and do not omit to state a material fact necessary in order to make such statements not misleading. Since the dates of the Preliminary Official Statement and the Official Statement, there has been no change in the business, financial position, results of operations or condition of the Participant or the System that would (x) materially affect the accuracy and completeness of such statements and information or (y) materially and adversely affect the ability of the Participant to meet its obligations under the Power Sales Contract.]

Dated this _____ day of _____.

[PARTICIPANT]

By _____
Its_____

[SEAL]

EXHIBIT V

FORM OF OPINION OF COUNSEL TO THE PARTICIPANT

_____

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to _____ (the "*Participant"*) in connection with the Power County Power Project Power Sales Contract, dated as of December 1, 2024 (the *"Power Sales Contract"*), between the Participant and Utah Associated Municipal Power Systems (*"UAMPS"*). I have been advised that, pursuant to the Power Sales Contract, UAMPS has undertaken the Project and has sold all of the Electric Energy from the Project to the Participant and others that have executed Power Sales Contracts with UAMPS.

This opinion is being delivered to you pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not defined herein have the meanings assigned to such terms in the Power Sales Contract.

As counsel to the Participant, I have examined (i) those documents relating to the existence, organization and operation of the Participant and its electric utility system (the *"System"*), (ii) all resolutions and proceedings of the Participant relating to the due authorization, execution and delivery by the Participant of the Power Sales Contract, (iii) an executed counterpart of the Power Sales Contract, and (iv) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant is a _____ duly organized and validly existing under the laws State of _____ (the *"State"*) and is qualified to own, operate and furnish electric service through the System.

2. The Participant has full legal right, power and authority to enter into the Power Sales Contract and to carry out and consummate all of the transactions contemplated thereby, and the Participant has complied with the provisions of applicable law which would be a condition precedent to entering into the Power Sales Contract or carrying out and consummating such transactions.

3. Each of the Power Sales Contract, the Joint Action Agreement and the Pooling Agreement has been duly authorized, executed and delivered by the Participant and constitutes the legal, valid and binding obligation of the Participant and is enforceable under the present law of the State in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

4. Pursuant to the Power Sales Contract, the Participant's obligation to make payments to UAMPS under the Power Sales Contract is a special obligation payable solely from the revenues and other available income of the System initially as a cost of the development of a new power supply resource and from and after the commercial operation of the Project as a cost of purchased electric energy, in each case as an operating expense of the System. The application of the revenues and other available funds of the System to make such payments is not subject to any prior lien, encumbrance or restriction.

5. The Participant has obtained all Required Approvals.

6. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which (a) purports to affect the authorization, legality, validity or enforceability of the Power Sales Contract, the Joint Action Agreement or the Pooling Agreement or (b) involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties or assets, or in the condition, financial or otherwise, of the System.

7. The execution, delivery and performance by the Participant of the Power Sales Contract will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

8. No event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, which breach or default would have a material adverse impact on UAMPS' ownership or operation of the Project or the ability of the Participant to fully perform its obligations under the Power Sales Contract.

9. The Participant has lawful authority to fix and collect rates, fees and charges for the services provided by the System. Such rates, fees and charges for utility services provided to customers located within the corporate boundaries of the Participant are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Participant and are in full force and effect.

10. The Participant has lawful authority to own the System and, to my knowledge, the Participant (a) has good and merchantable title to the properties comprising the System and (b) holds all permits, licenses and approvals necessary for the operation of the System.

I hereby authorize Chapman and Cutler LLP, as bond counsel, to rely on this opinion as though addressed to it.

Respectfully submitted,

EXHIBIT VI

FORM OF BRING-DOWN OPINION OF COUNSEL TO THE PARTICIPANT

_____

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to _____ (the *"Participant"*) in connection with the Power County Power Project Power Sales Contract dated as of December 1, 2024 (the *"Power Sales Contract"*) between the Participant and Utah Associated Municipal Power Systems (*"UAMPS"*). I have been advised that UAMPS has made arrangements for the issuance and sale on the date hereof of its Power County Power Project Revenue Bonds, _____ Series _____ (the *"Bonds"*).

Pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Power County Power Project, I rendered to UAMPS an approving legal opinion, dated _____ (the *"Prior Opinion"*), with respect to the Participant. In connection with the issuance and sale by UAMPS of the Bonds, I hereby reaffirm the Prior Opinion, as though it was dated the date hereof, in the form it was so rendered on _____.

[In addition to the foregoing, I have examined (i) the material describing the Participant and its electric system contained in APPENDIX A to each of the Preliminary Official Statement (together with any supplements or amendments thereto as of the date hereof, the *"Preliminary Official Statement"*) and the Official Statement (together with any supplements or amendments thereto as of the date hereof, the "*Official Statement*") of UAMPS relating to the Bonds and (ii) such other documents, information, facts and matters of law as are necessary for me to render the following opinion. Based upon the foregoing, I am of the opinion that the statements and information with respect to the Participant and its electric system contained in APPENDIX A to the Preliminary Official Statement and the Official Statement were true and correct in all material respects as of the respective dates of the Preliminary Official Statement and the Official Statement and are true and correct in all material respects as of the date hereof, and no facts have come to my attention which would lead me to believe that such statements and information contained or contain any untrue statement of a material fact or omitted to state or omit to state any material fact necessary in order to make such statements, in the light of the circumstances under which they were made, not misleading; *provided, however*, that I express no view with respect to the tabular, financial and statistical information included therein.]

I hereby authorize the reference to this opinion and to the Prior Opinion set forth under the caption, "APPROVAL OF LEGAL PROCEEDINGS," in the Official Statement. I hereby further authorize [Bond Counsel] and [other reliance parties] to rely on the Prior Opinion and on this opinion in each case as though addressed to them.

Respectfully submitted,

Certificate of Participant

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

The undersigned hereby certify that they are the Mayor and City Recorder of Hurricane City, Utah (the *"Participant"*), a member of Utah Associated Municipal Power Systems (*"UAMPS"*), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate has been executed pursuant to Section 31(f) of the Power County Power Project Power Sales Contract, dated as of December 1, 2024 (the *"Power Sales Contract"*), between the Participant and UAMPS, in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

2. The Participant is a municipal corporation, duly created and validly existing under the laws of the State of Utah (the *"State"*), and is governed by a City Council (the *"Governing Body"*).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Power Sales Contract and related matters (the *"Contract Resolution"*). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body held on _____, at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the Mayor and the City Recorder authorized to execute and deliver the Power Sales Contract on behalf of the Participant are as follows:

NAME	OFFICE
Nanette Billings	Mayor
Cindy Beteag	City Recorder

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of state law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the *"System"*) that distributes and furnishes electric energy to consumers located within the established service area of the System. The Participant will use all of the electric energy from its Entitlement Share in a Qualified Use.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the *"Joint Action Agreement"*) and that certain Power Pooling Agreement (the *"Pooling Agreement"*) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. Scott Hughes has been duly appointed by the Governing Body as the Participant's representative to UAMPS.

10. The representations and warranties of the Participant in Section 30 of the Power Sales Contract are true and correct on and as of the date of this certificate.

11. The Participant acknowledges that the information it provides under Section 31(c) and (d) of the Power Sales Contract may be used by UAMPS in connection with the issuance of Bonds to finance the Development Costs and the Cost of Acquisition and Construction of the Project and to provide necessary information to lenders and other interested parties.

Dated: _____.

HURRICANE CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

OPINION OF COUNSEL TO THE PARTICIPANT

_____, 2024

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to Hurricane City, Utah (the *"Participant"*) in connection with the Power County Power Project Power Sales Contract, dated as of December 1, 2024 (the *"Power Sales Contract"*), between the Participant and Utah Associated Municipal Power Systems (*"UAMPS"*). I have been advised that, pursuant to the Power Sales Contract, UAMPS has undertaken the Project and has sold all of the Electric Energy from the Project to the Participant and others that have executed Power Sales Contracts with UAMPS.

This opinion is being delivered to you pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not defined herein have the meanings assigned to such terms in the Power Sales Contract.

As counsel to the Participant, I have examined (i) those documents relating to the existence, organization and operation of the Participant and its electric utility system (the *"System"*), (ii) all resolutions and proceedings of the Participant relating to the due authorization, execution and delivery by the Participant of the Power Sales Contract, (iii) an executed counterpart of the Power Sales Contract, and (iv) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant is a political subdivision duly organized and validly existing under the laws State of Utah (the *"State"*) and is qualified to own, operate and furnish electric service through the System.

2. The Participant has full legal right, power and authority to enter into the Power Sales Contract and to carry out and consummate all of the transactions contemplated thereby, and the Participant has complied with the provisions of applicable law which would be a condition precedent to entering into the Power Sales Contract or carrying out and consummating such transactions.

3. Each of the Power Sales Contract, the Joint Action Agreement and the Pooling Agreement has been duly authorized, executed and delivered by the Participant and constitutes the

legal, valid and binding obligation of the Participant and is enforceable under the present law of the State in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

4. Pursuant to the Power Sales Contract, the Participant's obligation to make payments to UAMPS under the Power Sales Contract is a special obligation payable solely from the revenues and other available income of the System initially as a cost of the development of a new power supply resource and from and after the commercial operation of the Project as a cost of purchased electric energy, in each case as an operating expense of the System. The application of the revenues and other available funds of the System to make such payments is not subject to any prior lien, encumbrance or restriction.

5. The Participant has obtained all Required Approvals.

6. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which (a) purports to affect the authorization, legality, validity or enforceability of the Power Sales Contract, the Joint Action Agreement or the Pooling Agreement or (b) involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties or assets, or in the condition, financial or otherwise, of the System.

7. The execution, delivery and performance by the Participant of the Power Sales Contract will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

8. No event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, which breach or default would have a material adverse impact on UAMPS' ownership or operation of the Project or the ability of the Participant to fully perform its obligations under the Power Sales Contract.

9. The Participant has lawful authority to fix and collect rates, fees and charges for the services provided by the System. Such rates, fees and charges for utility services provided to customers located within the corporate boundaries of the Participant are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Participant and are in full force and effect.

10. The Participant has lawful authority to own the System and, to my knowledge, the Participant (a) has good and merchantable title to the properties comprising the System and (b) holds all permits, licenses and approvals necessary for the operation of the System.

I hereby authorize Chapman and Cutler LLP, as bond counsel, to rely on this opinion as though addressed to it.

Respectfully submitted,

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE POWER COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Hurricane City, Utah (the *"Participant"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a combined cycle natural gas-fired electric generating facility plant known as the "Power County Power Project" (the *"Project"*) to be located at a site in Power County, Idaho, and to sell the capacity and output of the Project pursuant to the Power County Power Project Power Sales Contracts (the *"Power Sales Contracts"*) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant's electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the

development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Hurricane City, Utah, as follows:

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the City Recorder is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing _____ kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of Scott Hughes as the Participant's Representative to UAMPS and Brian Anderson as alternate Representatives is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The Mayor and the City Recorder are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially

the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on _____, 2024.

HURRICANE CITY, UTAH

By _____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

October 2024

Project Meeting Overview Report

CARBON FREE POWER PROJECT (CFPP)

1. Discussed in Executive Session:
    a. Current activity status, project wind down steps, timeline, legislative strategy and Department of Energy interactions.

CENTRAL-ST. GEORGE PROJECT

1. Discussed Right of Ways (ROW):
    a. New work with the Sand Hollow Road project to relocate guy supports.
    b. Receipt of full repayment for previous Sand Hollow Road and Dennet Development work.
    c. Asset Audit ROW Discovery Project contract signed with Rosenberg. Project will begin with the Santa Clara/St. George line section.
    d. Santa Clara and St. George Line Section Engineering Analysis execution process to happen after the ROW Discovery Project has identified ROWs for that line section.

2. Discussed the Operations Report including substation reports for the month of September.

FIRM POWER SUPPLY PROJECT

1. Discussed the prepay transaction including current status and anticipated savings.
2. Discussed the Operations Report including output and scheduling from each resource for the month of September.

GOVERNMENT AND PUBLIC AFFAIRS PROJECT (GPA)

1. Discussed Federal & State Legislation including Executive Branch and Congressional Updates:
    a. 2024 President and Senate Elections including polling trends.
    b. Federal legislative activity including continuing resolution through December.
    c. Understanding of the legal authority under which public power exists including the public power origins in the Utah Constitution.
    d. State Legislation including lobbying efforts and key topics/issues:
        - Nuclear Energy
        - New Loads/Data Centers
        - Markets
2. Discussed upcoming GPA items including the "State of UAMPS" discussion with the congressional delegation on **October 24, 2024, at 11:00 am MT,** 40101(d) Grants and the congress toolkit.
3. 2025 APPA Legislative Rally RSVP to **sadie@uamps.com** by **October 24th** to secure rooms with the UAMPS Room Block at the Mayflower Hotel.

HUNTER PROJECT

1. Discussed operations and scheduling procedures including forecast and market purchases, current status, October scheduling decision, Hunter participant price matrix and staff recommendation for future scheduling.
2. **Approved moving forward with Operating and Scheduling Procedures to allow members to individually schedule Hunter, allow each member to schedule their own entitlement or have UAMPS schedule for them, effective November 2024.**
3. Discussed the Operations Report including plant scheduled output for the month of September.

NEBO PROJECT (PAYSON)

1. Discussed plant operations including regulatory items, September statistics, operational items, plant maintenance/safety items and upgrades/replacement criteria.

2. Discussed Capital Projects including investigating the FY2026 Budget Policy Implementation.
3. Discussed the prepay transaction including current status and anticipated savings.
4. Discussed Right of Ways (ROW):
    a. UDOT Pole Relocation including the widening of the road.
    b. 138kV Outage including the impacted and replaced pole.
    c. Plane Accident Resolution including received insurance payment.
5. Discussed the Operations Report for the month of September including Nebo energy breakdown and Nebo sales margins.

RESOURCE PROJECT

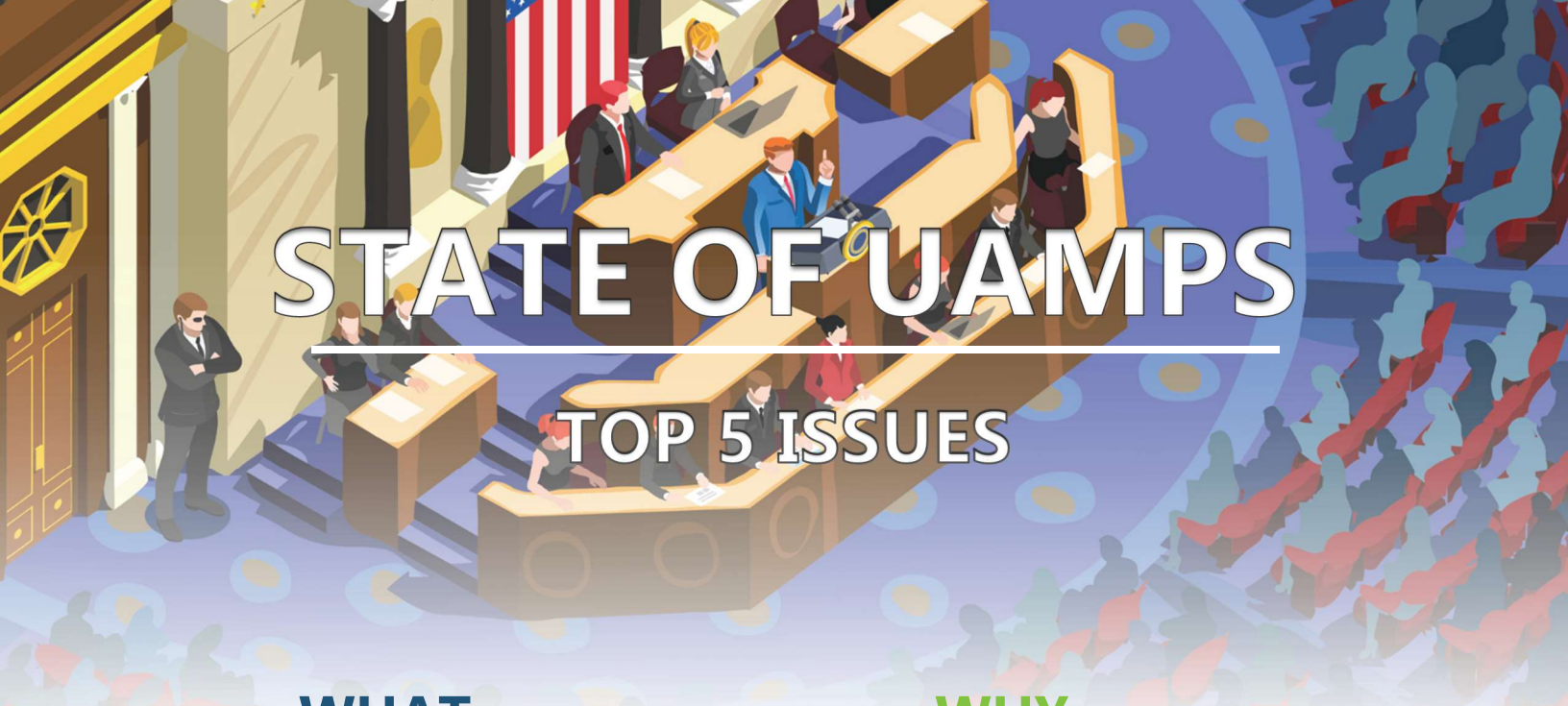
1. Discussed in Executive Session:
    a. Uinta Wind Energy Project including current status and next steps.
    b. Rodatherm Study Project including project overview and next steps.
    c. Cove Fort 2 Study Project including project overview and next steps.
    d. Natural Gas Generation Projects including project overview, current status, timeline, next steps and run-through of commonly asked questions.
2. **Approved resolution authorizing the Power Sales Contracts for the Power County (Baseload) Power Project and the Millard County (Peaking) Power Project for distribution to Prospective Participants; and related matters, with the addition of Section 4 that was discussed by legal counsel in the meeting.**

SAN JUAN PROJECT

1. Discussed reclamation and decommissioning including progress updates, decommissioning schedule, site photos/maps, trust accounts, funding, future considerations and financial impact to UAMPS.
2. San Juan Generating Station smoke stack demolition YouTube video: https://www.youtube.com/watch?v=oznVsuGDzOc

BOARD OF DIRECTORS MEETING

1. Discussed the amended Energy Risk Management Policy (ERMP) including the annual review of the policy, revisions and new volunteer on the Risk Management Committee ("RMC").
2. **Approved amended ERMP.**
3. **Approved Tom Cooper as a non-voting member of the RMC to replace Bear Prairie.**
4. Discussed Operations Report:
    a. Natural Gas Storage including both Pacific and Mountain regions.
    b. Seasonal Outlook including October forecast and forward seasonal & precipitation outlook.
    c. Western Market Development including the SPP's RTO West Tariff filing.
    d. Industry News including Summer 2024 electricity demand and gas-fired electricity generation.
    e. Transmission including DOE Transmission Planning Study.
    f. Wildfire and Public Safety Power Shutoffs (PSPS) including proactive advance preparedness for the 2025 season.
    g. Extreme Weather including the impacts of Hurricane Helene & Milton and the Public Power impacts and response.
5. Presentation on the History of the Central St. George Project:
    a. Why the project was formed.
    b. Timeline of the project from the beginning to now.
    c. Project components including the construction and build-out of the project.
    d. Project delays that occurred including the Habitat Conservation Plan.
    e. Project facilities and growth.
    f. 2005 Joint Operation Agreement with PacifiCorp including details/phases and purpose of the agreement.
    g. On-going project activities.
6. Approved all action items for the Project Meetings.
7. Discussed IPP hosting a workshop on the callback process on **November 19th**.
8. Reminder about the UAMPS elections that are held at the UAMPS Annual Meeting in December.



STATE OF UAMPS

TOP 5 ISSUES

WHAT	WHY
TRANSFORMERS AND SUPPLY CHAIN	• DOE final conservation standard greatly improved. • Utilities still face long lead times and skyrocketing costs. • Defense Production Act funding would help alleviate this issue. • Engage with manufacturers to identify more solutions.
COLORADO RIVER & SMALLMOUTH BASS	• UAMPS members purchase power from federal hydropower projects along the Colorado River. • Decades of drought have greatly reduced available hydropower. • Efforts to combat invasive smallmouth bass to protect native humpback chub further erode the value of the hydropower resource. • S. 5000/H.R. 9969 call on Reclamation and WAPA to give ratepayers a voice to address these impacts.
PERMITTING REFORM	• Permitting reform is necessary to enable the rapid growth of the grid. • S. 4753 would bring not-for-profit utilities under FERC jurisdiction and force customers to pay for projects they didn't initiate. • This provision is not crucial to the success of permitting reform.
REGULATORY RELIEF	• EPA's greenhouse gas rule makes new natural gas plants uneconomical. • Alternatives for baseload and capacity are even further away. • UAMPS urges Congress to look for opportunities to reverse this in the 119th Congress.
PRESERVE FINANCING TOOLS TO BUILD LOCAL ENERGY INFRASTRUCTURE	• Protect tax credits for clean energy, including elective pay. • Preserve tax-exempt municipal bonds, an affordable way to finance local infrastructure. • Restore the ability to "advance refund" municipal bonds.

UAMPS
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

Engaging Congress Locally

A TOOLKIT

2024

UAMPS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

Dear Members,

The Utah Associated Municipal Power Systems (UAMPS) regularly engages with our federal delegation to Congress to further our members' federal policy priorities. Our strategy is based on building relationships and trust so that UAMPS' views and expertise on energy policy are considered and acted upon. UAMPS members regularly come to Washington, DC to meet with Members of Congress and their staff. This year we participated in the American Public Power Association's (APPA) Legislative Rally in February.

We recognize however, that trips to DC are not convenient and can be costly which can limit the members participation in these visits. This is why UAMPS is exploring ways to host events in Utah with congressional offices. This year UAMPS will host an electronic event with congressional staff and invites board members, governing board members and city officials to attend. In future years, we anticipate holding this event during the August recess or as time allows. UAMPS encourages members to engage their Member of Congress locally, particularly during summer months when they spend more time in their districts. These in-district engagements are designed to solidify congressional investment in public power interests as well as your relationships with lawmakers.

This toolkit provides recommendations for three ways of conducting such engagement: special events, tours of utility facilities, and meetings with district/state congressional staff. The appendices contain helpful reference materials, including contact information and scheduling e-mail templates. The workbook is divided into the following sections:

Part One: Special Events 3

Part Two: Facility Tours 6

Part Three: Meetings with District/State Offices 10

Appendix I: Local Office Directory 13

Appendix II: Scheduling Timeline and Templates 24

Appendix III: Congressional Schedule, Summer 2021 28

As part of a coordinated outreach effort, UAMPS will be happy to assist with scheduling and participate in events when possible. We hope this guide will be helpful to you as we continue to engage, connect and advocate for you, our valued members.

Best Regards,

Mike Squires
Managing Director of Government Affairs

Part One: Special Events

Inviting Members of Congress to attend or participate in a special event at one of your facilities is an excellent way to build and deepen your relationship, while also providing a tangible experience that the Member of Congress and their staff will remember during future legislative visits.

Special Events

Pros

- Press Visibility or Photo Opportunity
- Specific and concrete
- Member has a role
- Serves multiple purposes
- Builds relationships

Cons

- Expensive
- Involves lots of people
- Not much scheduling flexibility (depending on event)
- Low policy nexus

Examples:

1. **Ribbon cutting** – this refers to a "launch" event for any new facility, system, or product. This could include the opening of a new generation facility. It could also include something more modest, such as the completion of a renovation to your headquarters, the installation of solar panels or an electric vehicle charging station, the attachment of small cell devices to poles, etc. Further, it could include the launch of a new program or system. For example, an event could be held to coincide with the start of a new economic development initiative or the transition to a new system (smart meters, day-ahead market, etc.). Such events will allow the utility to share their story and the context of the particular facility of product, and will give the Member of Congress the opportunity to speak and be a visible participant in the important development in the life of their community.

2. **Graduation ceremony** – all Members of Congress want to support – and be seen supporting – the creation and retention of good paying jobs in their districts, particularly jobs that do not always require a college degree. Graduation ceremonies for linemen are great opportunities for Members of Congress to see utilities not only in terms of energy policy, but as key regional employers. Policymakers may not be aware of the investment utilities make in training, competitive wages, and health benefits for their employees. Additionally, the diverse career paths linemen take and the many hats employees of small utilities wear would likely be of strong interest to Members of Congress. A graduation ceremony allows the utility system to share this information, and provides an opportunity for the Member of Congress to speak and engage directly with graduates.

3. **Awards ceremony** – utilities are often recognized by publications, trade associations, chambers of commerce, and by other organizations for their innovation and contributions to

their communities. Utilities often recognize employees for performance, tenure, or special awards (i.e. linemen rodeos, RP3 designation, safety records, eReliability, etc). If your utility has or expects to receive such public recognition, an event could be organized to celebrate with the member of Congress present. While the recognizing entity may have its own ceremony – for example APPA announces awards at its national conference – the utility could stage an event to celebrate the award with relevant employees, senior leadership, and community leaders. This would allow for more flexibility in scheduling and ensure the focus of the event is on the utility and its award. Members of Congress like to participate in success stories, and such award ceremonies allow utilities to highlight positive aspects of their utility.

4. **Community event** – utility systems often sponsor community events (clean-up days, walkathons, service projects, etc.). While Members of Congress are not likely to participate with a utility in such an event, unless they have some kind of personal or pre-existing relationship, they may be willing to speak or fulfill a special role (emcee, contest judge, etc.) if the utility is the lead organizer or sponsor of the event.

Tips of the Trade

DO . . .

- Create an outline that walks the Member and their staff through the details of the event so they know what to expect and where to be
- Assign someone to accompany the Member and their staff through the event (could be utility Director)
- Be specific about what the event is for, why it's important to the utility, and how it connects to the success of the broader community
- Be conscious of the Member's time, and therefore adaptive to what their schedule allows
- Test the sound system in advance to ensure there are no problems with the microphone the Member will speak from
- Wear nametags

DON'T . . .

- Make assumptions about what the Member already knows – provide background information and offer to help staff prepare any remarks the Member will give
- Present the event as a campaign fundraiser. No mention of the campaign or fundraising should take place in an official event that is part of the Member's congressional duties
- Corner the Member about a separate issue that is not relevant to event - they don't like to be put on the spot
- Exaggerate the success that the event is highlighting; be proud, be honest
- Let other attendees of the event overly occupy the Member's time, be ready to gently intervene

Some other key considerations to keep in mind . . .

- Members' schedules are very busy. While most meetings only require four weeks' notice (see Appendix II), invitations for special events should be issued at least six to eight weeks in advance. Once they are scheduled, it's quite possible the Member may have to cancel and/or send a staff person in his or her place. Be prepared for such a situation and do not take a cancellation personally.

- Because of slight unpredictability of the Member's schedule, it's not advisable to create a major event solely for the purpose of engaging with the Member. These events and opportunities should be already planned, and then made adaptable to the Member's presence.

- These events are great press and social media opportunities, and there is value for Members of Congress in that aspect. Take pictures and post them, coordinating with the congressional press team. The Member and their staff should know in advance whether media have been invited, and whether the event will be taped and photographed.

- Always follow up with a personalized thank you letter, signed by the Director or Mayor/CEO of the utility system.

Part Two: Facility Tours

Tours of utility facilities – generation stations, training centers, headquarters – allow Members of Congress and their staff the opportunity to learn and see energy policy in action. In legislative advocacy, we see a dramatic increase in personal investment with a utility among Members and staff who have toured a facility and spoken with on-site subject matter experts. Tours are excellent ways for utilities to inform policymakers and to "show off" what goes on at the utility each day.

Facility Tours

Pros

- Engaging – physical and intellectual experience
- Makes the abstract tangible
- Connects subject matter experts with policymakers
- Greater degree of scheduling flexibility
- Builds relationships

Cons

- Time consuming logistics – facilities may be in more remote locations requiring more travel time
- May require additional preparation to tie in a particular policy or ask
- Member less likely to attend without special event or specific role

Examples:

1. **Generation Facility** – showing Members of Congress and their staff where energy is made is an ideal opportunity to connect the science behind the policymaking. These facilities are the most interesting among utility system assets. Touring a gas plant, hydropower facility, or -community solar installation are excellent ways to frame discussions about operations. The tour can demonstrate all how utilities manage their systems to produce energy, including logistics, safety, and human resources. It should show the various steps in the generation process and can include interactions with utility employees along the way. Further, the tour can explain the history of the asset, touching on relevant policies such as the tax exemption for municipal bonds, production and investment tax credits, or the relicensing process for hydro dams.

2. **Training Facility** – Members of Congress often hear about apprenticeship and training programs, but they rarely get to see how such activities actually happen on the ground. Lineman training facilities can be dynamic, containing places for instruction and hands-on simulation. Members of Congress interested in workforce development may be especially interested in the way utility employees are trained and touring this facility can give them a much greater sense of how to support workforce programs. It also provides a tangible way for member utilities to demonstrate how they provide and sustain good-paying jobs that do not require post-secondary education.

3. **Headquarters** – if touring power or training facilities is not possible, a tour of the utility's headquarters provides another opportunity to engage policymakers on the role a utility system plays in its community. The tour could include stops at different offices to reveal the breadth of the system's activity. Subject matter experts could relay how the utility is engaged in innovative energy solutions, such as electric vehicles and other distributed generation. Experts could discuss how the utility handles financing, broadband deployment, and economic development partnerships with commercial customers. For small systems, a tour of the headquarters could include opportunities for staff members to describe the many hats they wear at the utility. Further, the tour could include stories that show step-by-step how a utility handled a particular challenge, such as a severe weather event, and show how they prepare for future events.

Tips of the Trade

DO . . .

- Ensure that any security information or identification requirements are conveyed well in advance of the tour
- Provide clear written instructions on where the tour will begin and if attendees should or should not bring anything (notebook, cell phones, etc.) with them. The instructions should also include parking information
- Ensure someone is present to greet the Member and their staff
- Point out the restrooms and note whether there will be other opportunities to use them during the tour. If possible, offer to secure the belongings attendees may be carrying so they can be more comfortable during the tour.
- Start the tour by giving an overview of how the tour will go, noting about how long it will last and whether there will be any breaks.
- Limit the number of utility personnel that will accompany the tour group for the duration of the tour. If the Member is in attendance, we recommend that the Director of the

DON'T . . .

- Feel like you must explain every detail. Members are interested in the "big picture," so focus on main ideas and key takeaways that relate to the different stops along the tour. Establish an order to the tour that helps "tell the story" you're conveying.
- Discuss the campaign or partisan politics; Members are not permitted to do so when on official business
- Make policy requests or asks that are unrelated to the themes of the tour or the utility system; this should not be viewed as an individual's time with the Member, but rather as the Member's time with the utility

utility and one additional person (perhaps a communications employees) should accompany the group.

- When the tour reaches various employees and subject matter experts, the tour leader should introduce those staff people to the Member; wear nametags
- Be explicit about what your intention of the tour is, and throughout the tour refocus the conversation on that point(s) in a way that feels comfortable and natural
- Be conscious of the Member's time, and therefore adaptive to what their schedule allows
- Also, be mindful of mobility issues that the Member may have; walk at a pace that appears comfortable for the Member and offer to use elevators as appropriate
- At the conclusion of the tour, have a place where the group can sit down and continue the conversation. This is an opportunity to discuss questions and close the engagement. We recommend providing some light refreshment and exchanging contact information for additional follow up. Providing materials that give statistics and information of the utility is also a good practice.

Some other key considerations to keep in mind . . .

- Members may be very excited to participate in the tour, particularly if they serve on a committee with jurisdiction over energy-related issues. However, their schedules can be very unpredictable and are always in flux. Come up with a few options for the tour so that you're prepared to adapt to the Member's schedule and time constraints.

- Local congressional staff may be tasked with accompanying the Member or coming in his or her place. While these staffers may be less knowledgeable about policy matters, Members rely heavily on them for understanding their districts and conveying stakeholder interests.

- As with public events, tours are great social media opportunities. Take pictures and post them. Make sure you obtain the Member's permission first. The Member and their staff should know in advance how pictures from the event could be used.

- Always follow up with a personalized thank you letter, signed by the Director of the utility system, or Mayor/CEO.

Part Three: Meetings with District/State Offices

When special events or tours are not possible, informational and advocacy meetings at a Member of Congress' district or state office is another way to discuss policy issues important to your utility system, build and deepen relationships with the Member and their staff, and share information about the successes and challenges facing your system and ratepayers. Members of Congress may be available to meet in the district during recess periods, but more likely meetings in-district will take place with staff.

While congressional field staff may be less versed in policy matters, they serve as the eyes and ears to keep the Member informed about what is happening on the ground in their district and/or state. Their focus tends to be on relationships and passing information along to their colleagues in Washington, DC.

Meetings with District/State Offices

Pros

- Develops another point of contact for working with the Member, particularly valuable or sharing information about the utility's role in local economic development and community affairs
- Logistically more convenient than traveling to Washington, DC
- Local staff may be more familiar with the local context and utility's role in the community

Cons

- Member not likely to attend
- District/state staff lack policy background and knowledge
- Meeting may be duplicative of other meetings (e.g., APPA Rally) with more relevant staff

Examples:

1. **Meeting at District/State Office** – Representatives typically have one local office in their district and Senators usually have multiple offices across their state. (Appendix I at the end of this workbook provides the addresses for all district and state offices in UAMPS' congressional delegation.) Meetings at a field office resemble meetings at a Member's office in Washington, DC. These are opportunities to update staff on the status of your utility system and to directly discuss federal policy issues of interest. Rather than travel to Washington, DC, you have the meeting at a location closer to your home and utility system, but likely with a staff person less familiar with details of federal policy or the current state of play on issues. Nevertheless, these are meetings are a good way to introduce yourself and your utility to the member's local staff, emphasize the role the utility system plays in the local economy, and link community vitality to the policy issues you discuss. These meetings usually last about thirty minutes.

2. **Meeting at Utility Office** – Sometimes field staff may not be able to host meetings at their offices. This may be because the field office is very small and lack a conference room. Field staff also spend periods of time "on the road" touring districts or regions of a state; this is particularly true for geographically large House districts. For these reasons, a meeting at the utility's office or headquarters may be preferred. In such cases, we recommend offering a tour of the utility facility (see Part Two). If time prevents a tour, an information and advocacy meeting onsite can serve as an alternative. The meeting can include utility staff that can brief the staffer on the utility's present situation and discuss federal policy issues of interest. The length of the meeting should be discussed in advance, but will likely range between thirty minutes to an hour.

Tips of the Trade

DO . . .

- Begin the meeting with introductions of all utility staff present
- Provide an update on utility activities and community relations
- Connect with UAMPS to prepare to discuss federal policy issues of importance to the utility system
- Assign roles before the meeting so everyone knows who will cover the various topics and what order they will be brought up
- Provide clear written instructions on where the the meeting will be held (if on utility property) and include parking information
- Leave the staffer with follow up contact information and other reference materials

DON'T . . .

- Make assumptions about what the staffer may or may not know; instead provide needed background information and invite questions
- Engage in unnecessary tangents; belabor topics
- Discuss the campaign or partisan politics; Members and their staff are not permitted to do so when on official business
- Make policy requests or asks that are unrelated to the utility systems; this should not be viewed as personal time with a staffer

Some other key considerations to keep in mind . . .

- In geographically large districts, field staff may have "mobile" offices. This refers to periods where they hold office hours at locations other than the district office. The exact timing and location would have to be obtained from the district office, and it is not usually posted on a Member's website.

- As with public events, meetings are social media opportunities. There are often office policies against recording or photographing certain parts of a Member's office. Make sure you obtain the Member or staffer's permission before taking any pictures. The Member and their staff should know in advance how pictures from the event could be used.

- Always follow up with a personalized thank you letter, signed by the Director or the Mayor/CEO of the utility system.

Appendix I: Local Office Directory

Find Your Representative

Utah

Sen. Mitt Romney (R-UT)

Main Office
354 Russell Senate Office Building
Washington, DC 20510
Phone: 202-224-5251

Ogden Office
James V. Hansen Federal Building
324 25th St.
Ogden, UT 84401
Phone: 385-264-7885

Salt Lake City Office
125 S. State St.
Suite 8402
Salt Lake City, UT 84138
Phone: 801-524-4380

Spanish Fork Office
648 N. 900 East
Suite 8
Spanish Fork, UT 84660
Phone: 801-515-7230

St. George Office
196 E. Tabernacle St.
Suite 14
St. George, UT 84770
Phone: 435-522-7100

Chief of Staff: Liz Johnson, liz_johnson@romney.senate.gov
State/District Director: Mandee Grant, mandee_grant@romney.senate.gov

Sen. Mike Lee (R-UT)

Main Office
363 Russell Senate Office Building
Washington, DC 20510
Phone: 202-224-5444

Ogden Office
James V. Hansen Federal Building
324 25th St., Suite 1410
Ogden, UT 84401
Phone: 801-392-9633

Salt Lake City Office
Wallace F. Bennett Federal Building
125 S. State St., Suite 4225
Salt Lake City, UT 84138
Phone: 801-524-5933

St. George Office
111 E. Tabernacle St.
Suite 324
St. George, UT 84770
Phone: 435-628-5514

Vernal Office
Vernal City Hall
374 E. Main St., Suite 261
Vernal, UT 84078
Phone: 435-503-9335

Chief of Staff: Mark Wait, mark_wait@lee.senate.gov
State/District Director: Justin Anthony, justin_anthony@lee.senate.gov

Rep. Blake Moore (R-UT-01)

Main Office
1131 Longworth House Office Building
Washington, DC 20515-4401
Phone: 202-225-0453

Ogden Office
324 25th St.
Ogden, UT 84401
Phone: 801-625-0107

Chief of Staff: Rachel Wagley, rachel.wagley@mail.house.gov
State/District Director: Peter Jenks, peter.jenks@mail.house.gov

Rep. Celeste Maloy (R-UT-02)

Main Office
166 Cannon House Office Building
Washington, DC 20515-4402
Phone: 202-225-9730

Bountiful Office
585 W. 500 South
#230
Bountiful, UT 84010
Phone: 801-364-5550

St. George Office
253 W. St. George Blvd.
Suite 100
St. George, UT 84770

Chief of Staff: Bryan Wheat, bryan.wheat@mail.house.gov
State/District Director: Tani Downing, tani.downing@mail.house.gov

Rep. John Curtis (R-UT-03)

Main Office
2323 Rayburn House Office Building
Washington, DC 20515-4403
Phone: 202-225-7751

Provo Office
3549 N. University Ave.
Suite 275
Provo, UT 84604
Phone: 801-922-5400

Chief of Staff: Corey Norman, cnorman@mail.house.gov
State/District Director: Lorie Fowlke, lorie.fowlke@mail.house.gov

Rep. Burgess Owens (R-UT-04)

Main Office
309 Cannon House Office Building
Washington, DC 20515-4404
Phone: 202-225-3011

West Jordan Office
9067 S. 1300 West
Suite 101
West Jordan, UT 84088
Phone: 801-999-9801

Chief of Staff: Lee Lonsberry, lee.lonsberry@mail.house.gov
State/District Director: Casey Saxton, casey.saxton@mail.house.gov

California

Sen. Laphonza Butler (D-CA)

Main Office
112 Hart Senate Office Building
Washington, DC 20510
Phone: 202-224-3841

Fresno Office
2500 Tulare St.
Suite 4290
Fresno, CA 93721
Phone: 559-485-7430

Los Angeles Office
11111 Santa Monica Blvd.
Suite 915
Los Angeles, CA 90025
Phone: 310-914-7300

San Diego Office
880 Front St.
Suite 4236
San Diego, CA 92101
Phone: 619-231-9712

San Francisco Office
1 Post St.
Suite 2450
San Francisco, CA 94104
Phone: 415-393-0707

Chief of Staff: Marvin Figueroa, marvin_figueroa@butler.senate.gov
State/District Director: Sandra Gonzales, sandra_gonzales@butler.senate.gov

Sen. Alex Padilla (D-CA)

Main Office
331 Hart Senate Office Building
Washington, DC 20510
Phone: 202-224-3553

Fresno Office
2500 Tulare St.
Suite 5290
Fresno, CA 93721
Phone: 559-497-5109

Los Angeles Office
255 E. Temple St.
Suite 1860
Los Angeles, CA 90012
Phone: 310-231-4494

Sacramento Office
501 I St.
Suite 7-800
Sacramento, CA 95814
Phone: 916-448-2787

San Diego Office
600 B St.
Suite 2240
San Diego, CA 92101
Phone: 619-239-3884

San Francisco Office
333 Bush St.
Suite 3225
San Francisco, CA 94104
Phone: 415-981-9369

Chief of Staff: David Montes, david_montes@padilla.senate.gov
State/District Director: James Schwab, james_schwab@padilla.senate.gov

Rep. Doug LaMalfa (R-CA-01)

Main Office
408 Cannon House Office Building
Washington, DC 20515-0501
Phone: 202-225-3076

Chico Office
120 Independence Circle
Suite B
Chico, CA 95973
Phone: 530-343-1000

Redding Office
2885 Churn Creek Road
Suite C
Redding, CA 96002
Phone: 530-223-5898

Yuba City Office
1585 Butte House Road
Suite D
Yuba City, CA 95993
Phone: 530-645-6225

Chief of Staff: Mark Spannagel, mark.spannagel@mail.house.gov
Senior District Representative: Lisa Mara, lisa.mara@mail.house.gov

Rep. Mike Thompson (D-CA-04)

Main Office
268 Cannon House Office Building
Washington, DC 20515-0504
Phone: 202-225-3311

Napa Office
2721 Napa Valley Corporate Drive
Napa, CA 94558
Phone: 707-226-9898

Santa Rosa Office
2300 County Center Drive
Suite A100
Santa Rosa, CA 95403
Phone: 707-542-7182

Woodland Office
622 Main St.
Suite 106
Woodland, CA 95695
Phone: 530-753-5301

Chief of Staff: Melanie Van Tassell, melanie.rhinehart@mail.house.gov
Senior District Representative: Rebecca Hermosillo, rebecca.hermosillo@mail.house.gov

Idaho

Sen. Jim Risch (R-ID)

Main Office
483 Russell Senate Office Building
Washington, DC 20510
Phone: 202-224-2752

Boise Office 350 N. 9th St Suite 302 Boise, ID 83702 Phone: 208-342-7985	*Coeur d'Alene Office* Harbor Plaza 610 Hubbard St., Suite 213 Coeur d'Alene, ID 83814 Phone: 208-667-6130
Idaho Falls Office 901 Pier View Drive Suite 202A Idaho Falls, ID 83402 Phone: 208-523-5541	*Lewiston Office* 313 D St. Suite 106 Lewiston, ID 83501 Phone: 208-743-0792
Pocatello Office 275 S. 5th Ave. Suite 144 Pocatello, ID 83201 Phone: 208-236-6817	*Twin Falls Office* 1411 Falls Ave. East Suite 201 Twin Falls, ID 83301 Phone: 208-734-6780

Chief of Staff: Ryan White, ryan_white@risch.senate.gov
State Chief of Staff: John Insinger, john_insinger@risch.senate.gov

Sen. Mike Crapo (R-DA)

Main Office
239 Dirksen Senate Office Building
Washington, DC 20510
Phone: 202-224-6142

Boise Office 251 E. Front St. Suite 205 Boise, ID 83702 Phone: 208-334-1776	*Coeur d'Alene Office* 610 Hubbard St. Suite 209 Coeur d'Alene, ID 83814 Phone: 208-664-5490
Idaho Falls Office 410 Memorial Drive Suite 204 Idaho Falls, ID 83402 Phone: 208-522-9779	*Lewiston Office* 313 D St. Suite 105 Lewiston, ID 83501 Phone: 208-743-1492
Pocatello Office 275 S. 5th Ave. Suite 100 Pocatello, ID 83201 Phone: 208-236-6775	*Twin Falls Office* 202 Falls Ave. Suite 2 Twin Falls, ID 83301 Phone: 208-734-2515

Chief of Staff: Susan Wheeler, susan_wheeler@crapo.senate.gov
State Chief of Staff: John Hoehne, john_hoehne@crapo.senate.gov

Rep. Russ Fulcher (R-ID-01)

Main Office
1514 Longworth House Office Building
Washington, DC 20515-1201
Phone: 202-225-6611

Coeur d'Alene Office
1250 W. Ironwood Drive
Suite 200
Coeur d'Alene, ID 83814
Phone: 208-667-0127

Lewiston Office
313 D St.
Suite 107
Lewiston, ID 83501
Phone: 208-743-1388

Meridian Office
33 E. Broadway Ave.
Suite 251
Meridian, ID 83642
Phone: 208-888-3188

Chief of Staff: Cliff Bayer, cliff.bayer@mail.house.gov
State/District Director: Clinton Daniel, clinton.daniel@mail.house.gov

Rep. Mike Simpson (R-ID-02)

Main Office
2084 Rayburn House Office Building
Washington, DC 20515-1202
Phone: 202-225-5531

Boise Office
802 W. Bannock St.
Suite 600
Boise, ID 83702
Phone: 208-334-1953

Idaho Falls Office
1075 S. Utah Ave. West
#240
Idaho Falls, ID 83402
Phone: 208-523-6701

Twin Falls Office
630 Addison Ave. West, #1700
Twin Falls, ID 83301
Phone: 208-734-7219

Chief of Staff: Nikki Wallace, nikki.wallace@mail.house.gov
State/District Director: Craig Quarterman, craig.quarterman@mail.house.gov

Nevada

Sen. Catherine Cortez Masto (D-NV)

Main Office
520 Hart Senate Office Building
Washington, DC 20510
Phone: 202-224-3542

Las Vegas Office
333 Las Vegas Blvd. South
Suite 8016
Las Vegas, NV 89101
Phone: 702-388-5020

Reno Office
400 S. Virginia St.
Suite 902
Reno, NV 89501
Phone: 775-686-5750

Chief of Staff: Scott Fairchild, scott_fairchild@cortezmasto.senate.gov
State/District Director: Zach Zaragoza, zach_zaragoza@cortezmasto.senate.gov

Sen. Jacky Rosen (D-NV)

Main Office
713 Hart Senate Office Building
Washington, DC 20510
Phone: 202-224-6244

Las Vegas Office
333 S. Las Vegas Blvd.
Suite 8203
Las Vegas, NV 89101
Phone: 702-388-0205

Reno Office
Bruce Thompson Federal Building
400 S. Virginia St., Suite 738
Reno, NV 89501
Phone: 775-337-0110

Chief of Staff: Dara Cohen, dara_cohen@rosen.senate.gov
State/District Director: Jennifer Lopez, jennifer_lopez@rosen.senate.gov

Rep. Dina Titus (D-NV-01)

Main Office
2464 Rayburn House Office Building
Washington, DC 20515-2801
Phone: 202-225-5965

Las Vegas Office
495 S. Main St., 3rd Floor
Las Vegas, NV 89101
Phone: 702-220-9823

Chief of Staff: Jay Gertsema, jay.gertsema@mail.house.gov
State/District Director: Daniel Carranza, daniel.carranza@mail.house.gov

Rep. Mark Amodei (R-NV-02)

Main Office
104 Cannon House Office Building
Washington, DC 20515-2802
Phone: 202-225-6155

Reno Office
5310 Kietzke Lane
Suite 103
Reno, NV 89511
Phone: 775-686-5760

Chief of Staff: Molly Cutrona, molly.cutrona@mail.house.gov
State/District Director: Stacy Parobek, stacy.parobek@mail.house.gov

Rep. Susie Lee (D-NV-03)

Main Office
365 Cannon House Office Building
Washington, DC 20515-2803
Phone: 202-225-3252

Las Vegas Office
7785 W. Sahara Ave., Suite 203
Las Vegas, NV 89117
Phone: 702-963-9336

Chief of Staff: Lauren Toy, lauren.toy@mail.house.gov
State/District Director: Michael Cortes-Klein, michael.klein@mail.house.gov

Rep. Steven Horsford (D-NV-04)

Main Office
406 Cannon House Office Building
Washington, DC 20515-2804
Phone: 202-225-9894

Las Vegas Office
2250 N. Las Vegas Blvd.
Suite 500
North Las Vegas, NV 89030
Phone: 702-963-9360

Chief of Staff: Yvanna Cancela, yvanna.cancela@mail.house.gov
State/District Director: Joy Holliday-Sparrow, joi.holliday-sparrow@mail.house.gov

New Mexico

Sen. Martin Heinrich (D-NM)

Main Office
709 Hart Senate Office Building
Washington, DC 20510
Phone: 202-224-5521

Albuquerque Office
400 Gold Ave. SW
Suite 1080
Albuquerque, NM 87102
Phone: 505-346-6601

Farmington Office
7450 E. Main St.
Suite A
Farmington, NM 87402
Phone: 505-325-5030

Las Cruces Office
201 N. Church St.
Suite 305
Las Cruces, NM 88001
Phone: 575-523-6561

Roswell Office
200 E. 4th St.
Suite 300
Roswell, NM 88201
Phone: 575-622-7113

Santa Fe Office
123 E. Marcy St.
Suite 103
Santa Fe, NM 87501
Phone: 505-988-6647

Chief of Staff: Rebecca Avitia, rebecca_avitia@heinrich.senate.gov
State/District Director: Edward Tabet-Cubero, edward_tabet-cubero@heinrich.senate.gov

Sen. Ben Ray Luján (D-NM)

Main Office
498 Russell Senate Office Building
Washington, DC 20510
Phone: 202-224-6621

Albuquerque Office
500 Marquette Ave. NW
Suite 1460
Albuquerque, NM 87102
Phone: 505-337-7023

Las Cruces Office
201 N. Church St.
Suite 201B
Las Cruces, NM 88001
Phone: 575-288-4644

Las Vegas Office
New Mexico Highlands University
1103 National Ave.
Las Vegas, NM 87701
Phone: 505-398-9465

Portales Office
100 S. Avenue A
Suite 113
Portales, NM 88130
Phone: 575-252-6188

Santa Fe Office
120 S. Federal Place
Suite 302
Santa Fe, NM 87501
Phone: 505-230-7040

Chief of Staff: Carlos Sanchez, carlos_sanchez@lujan.senate.gov
State/District Director: Ane Romero, ane_romero@lujan.senate.gov

Rep. Melanie Stansbury (D-NM-01)

Main Office
1421 Longworth House Office Building
Washington, DC 20515-3101
Phone: 202-225-6316

Albuquerque Office
6301 Indian School Road NE, Suite 4200
Albuquerque, NM 87110
Phone: 505-346-6781

Chief of Staff: Scott Forrester, scott.forrester@mail.house.gov
State/District Director: Sofia Sanchez, sofia.sanchez@mail.house.gov

Rep. Gabe Vasquez (D-NM-02)

Main Office
1517 Longworth House Office Building
Washington, DC 20515-3102
Phone: 202-225-2365

Albuquerque Office
201 Unser Blvd. NW, Unit 116
Albuquerque, NM 87121
Phone: 505-208-4777

Carlsbad Office
101 N. Halagueno St., Room 213-B
Carlsbad, NM 88220

Las Cruces Office
115 W. Griggs Ave.
Las Cruces, NM 88001
Phone: 575-323-6390

Chief of Staff: Adela Amador, adela.amador@mail.house.gov
State/District Director: Cynthia Hull, cynthia.hull@mail.house.gov

Rep. Teresa Leger Fernandez (D-NM-03)

Main Office
1510 Longworth House Office Building
Washington, DC 20515-3103
Phone: 202-225-6190

Clovis Office
418 Main St.
Clovis, NM 88101

Gallup Office
207 W. Hill Ave., Office 301A
Gallup, NM 87301
Phone: 505-551-4696

Las Vegas Office
1103 National Ave., Room 101
Las Vegas, NM 87701
Phone: 505-570-7558

Santa Fe Office
120 S. Federal Place
Suite 323
Santa Fe, NM 87501
Phone: 505-428-4680

Chief of Staff: Nathan Schelble, nathan.schelble@mail.house.gov
State/District Director: Xochitl Campos Biggs, xcb@mail.house.gov

Wyoming

Sen. Cynthia Lummis (R-WY)

Main Office
127A Russell Senate Office Building
Washington, DC 20510
Phone: 202-224-3424

Casper Office
Dick Cheney Federal Building
100 E. B St., Suite 3201
Casper, WY 82602
Phone: 307-261-6572

Cheyenne Office
Federal Center
2120 Capitol Ave., Suite 2007
Cheyenne, WY 82001
Phone: 307-772-2477

Cody Office
1285 Sheridan Ave.
Suite 215
Cody, WY 82414
Phone: 307-527-9444

Sheridan Office
P.O. Box 6677
Sheridan, WY 82801
Phone: 307-439-7783

Star Valley Office P.O. Box 1630 80 1st St., Suite 105 Afton, WY 83110 Phone: 307-248-1736	*Sundance Office* 120 N. 4th St. Suite B Sundance, WY 82729 Phone: 307-283-3461

Chief of Staff: Kristin Walker, kristin_walker@lummis.senate.gov
State/District Director: Jackie King, jackie_king@lummis.senate.gov

Sen. John Barrasso (R-WY)

Main Office
307 Dirksen Senate Office Building
Washington, DC 20510-5003
Phone: 202-224-6441

Casper Office 100 E. B St., Suite 2004 Casper, WY 82601 Phone: 307-261-6413	*Cheyenne Office* 2120 Capitol Ave. Suite 2013 Cheyenne, WY 82001 Phone: 307-772-2451
Riverton Office 324 E. Washington Ave. Riverton, WY 82501 Phone: 307-856-6642	*Rock Springs Office* Commerce Bank of Wyoming 1575 Dewar Drive, Suite 218 Rock Springs, WY 82901 Phone: 307-362-5012
Sheridan Office 51 Coffeen Ave. Suite 202 Sheridan, WY 82801 Phone: 307-672-6456	

Chief of Staff: Dan Kunsman, dan_kunsman@barrasso.senate.gov
State/District Director: Jamie Gronski, jamie_gronski@barrasso.senate.gov

Rep. Harriet Hageman (R-WY-At Large)

Main Office
1531 Longworth House Office Building
Washington, DC 20515-5000
Phone: 202-225-2311

Casper Office 100 E. B St. Suite 4003 Casper, WY 82601 Phone: 307-261-6595	*Cheyenne Office* 2120 Capitol Ave. Suite 8005 Cheyenne, WY 82001 Phone: 307-829-3299

Chief of Staff: Carly Miller, carly.miller@mail.house.gov
State/District Director: Trinity Lewis, trinity.lewis@mail.house.gov

Appendix II: Scheduling Timeline and Templates

Scheduling

When submitting a request for **special events** and **utility facility tours**:

- Consider who should be extended an invitation – your local Representative often makes the most sense, but Senators may appreciate a courtesy invitation as well.

- Call the closest district/state office and ask the front desk receptionist about the process for submitting these formal invitations. Each office will have a slightly different process, though most usually have a general scheduling e-mail address for such invitations and requests. See the "Special Event Invitation Template" and "Tour Invitation Template" below.

- Requests for keynote speaker events and utility facility tours should be submitted six to ten weeks beforehand. More time is needed in case the Member has prior commitments and would like to send someone in their place.

- Some offices may have a separate system for requesting that a Member speak at events, so please be sure to provide any and all information that is available way ahead of time if you are asking the Member to speak.

- If you have not heard back from an office ten business days after sending the invitation, follow up with an email attaching the original request.

- Approximately two weeks prior to the event, be sure to follow up with a call to the office. At this point – if you still have not gotten a commitment – it would be good to determine whether you should look into having another keynote speaker or suggesting that a staffer attend the event/tour in the Member's place.

When scheduling a **meeting** with district offices:

- Call the closest district/state office and ask the front desk receptionist about the process for submitting local meeting requests. Each office will have a slightly different process, though most usually have a general scheduling e-mail address for meetings. See the "Sample Scheduling Email" section for the meeting request template

- Meeting requests should be sent two to three weeks prior to the requested date due to constant changes within House and Senate scheduling. Please note, in order to avoid communication being lost in transit, you should steer clear of submitting requests on Friday.

- If you have not heard back from an office after five business days, it is best to follow up with a quick email while being sure to include the original request. This helps the

scheduler/staffer see the time frame in which a request was submitted. See the "Sample Follow-up Email" section for the email template.

- If meetings are still pending one to three business days prior to the requested date, follow up with a call to the office. When calling, be sure to have information from emails that sent previously (name of staffer it was sent to, date of meeting, when the request was submitted. etc.)

Email templates on the next page(s):

Special Event Invitation Template

Hello *[scheduler/staffer]*,

I am reaching out to you on behalf of *[member utility name],* a member of the Utah Associated Municipal Power Systems (UAMPS), to invite *[Sen./Rep.]* to participate in [*special event name*].

This [*event*] will honor [*intention of the event*]. This event is very meaningful for [*who the event is for*] and to all of us at [*member utility name*]. [*One sentence describing the history or significance of the event.*] We would be honored by your participation as a [*describe the role you would like the member to play; ribbon cutter, speaker, etc.*].

The event is scheduled for *[date of event]* at [*time of event*] and will run approximately *[expected length of the event*]. We recognize the pressures facing [*Rep./Sen.'s*] schedule, and we'd like to be as accommodating as possible. Please let us know how we can best accommodate [*his/her]* schedule.

Thank you in advance and I look forward to hearing from you.

Best,
[email signature]

Tour Invitation Template

Hello *[scheduler/staffer]*,

I am reaching out to you on behalf of *[member utility name],* a member of the Utah Associated Municipal Power Systems (UAMPS), to invite *[Sen./Rep.]* to tour our [*facility type*].

This *tour* will provide [*Rep./Sen.*] the opportunity to see up close how our [*facility]* operates and how we [*general purpose of the facility*]. We think this tour would be valuable to the [*Rep./Sen.'s*] work on [*energy/workforce/other*] policy and to better understand how utilities like ours [*purpose of facility; generate power, train employees, etc.*].

We recognize the pressures facing the [*Rep./Sen.'s*] schedule, and we're available to host the tour on the following days: [*list days of availability*]. Please let us know how we can best accommodate [*his/her*] schedule.

Thank you in advance and I look forward to hearing from you.

Best,
[email signature]

Meeting Request Template

Hello *[scheduler/staffer]*,

I am reaching out to you on behalf of *[member utility name],* a member of the Utah Associated Municipal Power Systems (UAMPS), to see if it is possible to schedule a meeting with *[Sen./Rep.]* on *[date of meeting]* to discuss *[issues/reason for meeting]*.

[*Member utility name*] staff from your district/state who will attend the meeting include: *[Include attendees name, job title, and city in which they are located]*

The meeting may also include staff from UAMPS' Salt Lake City, UT headquarters. As you may know, UAMPS is a full-service interlocal agency that provides comprehensive wholesale electric energy services, on a non-profit basis, to community-owned power systems throughout the Intermountain West.

Thank you in advance and I look forward to hearing from you.

Best,
[email signature]

Follow-up Email

Hi *[scheduler/staffer]*,

I am reaching out to follow up on the [*invitation/meeting request*] below – please let me know if you have any questions.

Best,
[email signature]

Appendix III: Congressional Recess, June-December 2024

Most Members of Congress are in Washington, DC when Congress is in session, returning to their district or state on the weekends and during recess periods. Recess periods are the ideal time to schedule an event or meeting locally. Scheduled recess periods for the summer of 2024 are listed below. Congress usually takes an extended recess each August and in October of election years. During this time, they spend nearly all business days attending events and meetings in their respective districts/states.

House Recess (Calendar)

- June 6-7
- June 10
- June 15-24
- June 29 – July 7
- July 12-21
- July 26
- Aug. 2 – Sep. 8
- Sept. 13-16
- Sept. 30 – Nov. 11
- Nov. 22 – Dec. 2
- Dec. 13
- Dec. 20-Jan. 3, 2025

Senate Recess (Calendar)

- June 19
- June 22 – July 7
- July 13-22
- Aug. 3 – Sep. 8
- Sept. 30 – Nov. 11
- Nov. 25 – Dec. 1
- Dec. 23- Jan. 3

CENTRAL – ST. GEORGE TRANSMISSION PROJECT HISTORY

October 2024

Why was the Project formed?

- Project was undertaken by Participants to provide electric transmission facility to serve the increasing loads in Washington County
- **Early 1986,** UAMPS requested UP&L to expand its transmission facilities to Washington County
- Upon failure of negotiations, UAMPS applied for a Certificate of Convenience and Necessity from the Utah Public Service Commission (the "PSC") to permit UAMPS to build a 345 kV line to Washington County

Washington County population increased 63% from 1980 to 1989
Population exceeded the capacity of UP&L transmission system

Cont....

- After two-year administrative proceedings, the **Utah PSC denied UAMPS' application**
- In a separate proceeding, the Commission granted UP&L a Certificate of Necessity for the **345 kV line** through northern Washington County to enable UP&L to sell electric power to Nevada Power Company
  - The Certificate did not authorize UP&L to construct the **138 kV** transmission facilities within the County and required UP&L to negotiate with UAMPS and Deseret for joint participation in the 345 kV transmission line to serve the customers in Washington County
- UAMPS and UP&L **reached an agreement** in principle for the acquisition by UAMPS for a portion of the available transmission capacity of the 345 kV system **and……**

September 1989

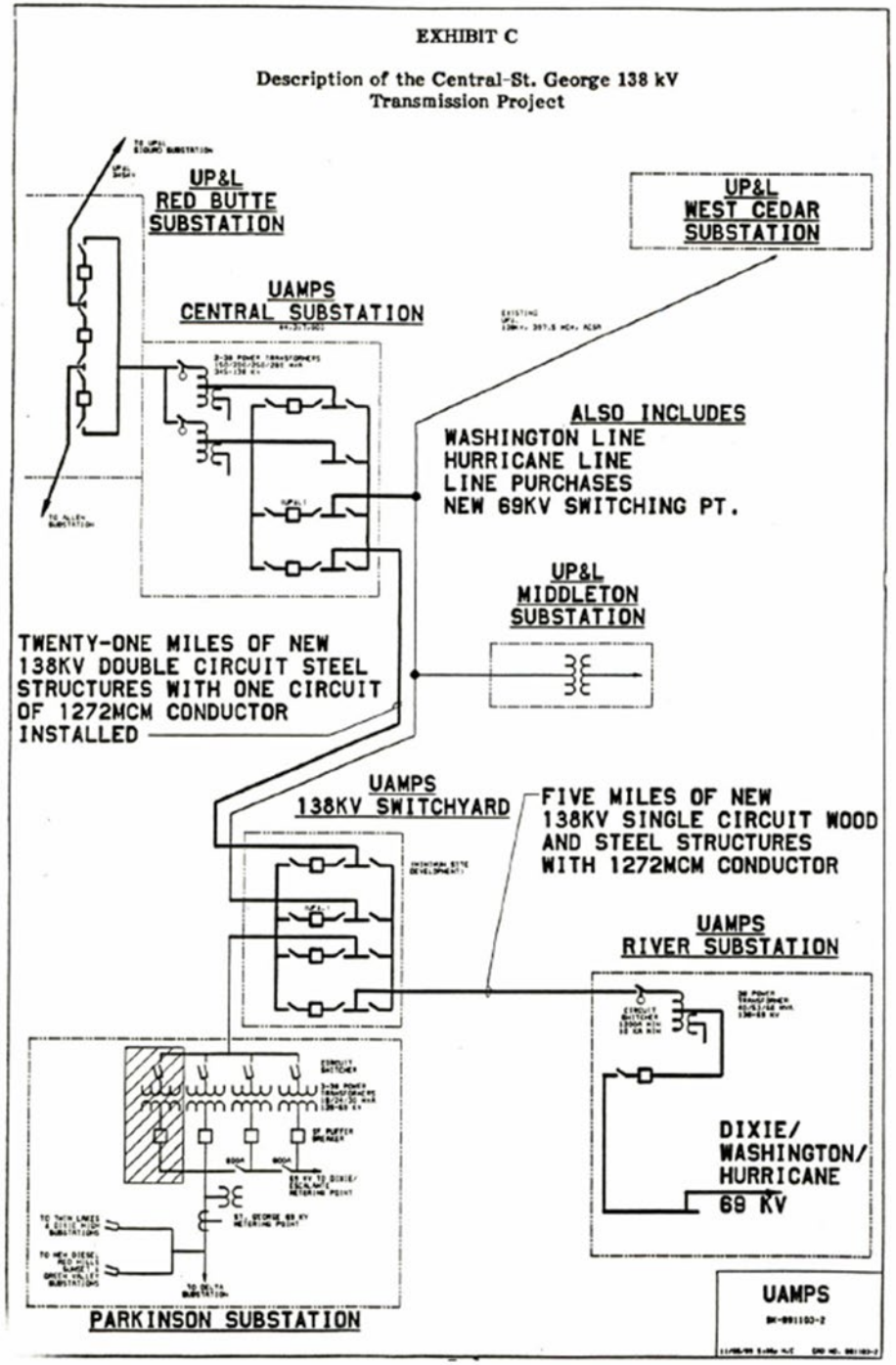
The Utah PSC granted UAMPS a Certificate of Public Convenience and Necessity to construct the 138 kV transmission facilities necessary to provide adequate and reliable service to its members in Washington County

UAMPS formed the Project and approved the Central-St. George Transmission Service Agreements (TSA)

St. George	Dixie	Hurricane	Washington	Santa Clara	Enterprise
67.80%	19.98%	5.94%	5.28%	1.00%	0.00%

"Initial" Project Components

- Construction of the **Central 345 – 138 kV Substation**
- Construction of approximately **21 miles of single-circuit 138 kV transmission line** to connect the Central Substation and the St. George Switching Station
- Construction of the **St. George 138 kV Switching Station** north of St. George
- Construction of approximately **5 miles of 138 kV transmission line** connecting the St. George Switching Station and the River 138-69 kV Substation
- Construction of the **River 138-69 kV Substation**
- Purchase and/or construction of **additional 69 kV facilities** to interconnect the transmission lines and substations with the Participants' electric systems



Project Delays

Desert Tortoise

Desert tortoise was not listed as endangered in Utah when the Project began

- Decided to act as if the desert tortoise had been listed
- Hired an environmental consulting firm that had done tortoise work in Nevada
- Went to great lengths to inventory the tortoise area and assess the habitat condition

Encouraged the Washington County Commission to work under the Endangered Species Act to put together a Habitat Conservation Plan

- Initially the commission was opposed
- Over time it became clear the tortoise was going to be listed as endangered
- Without a plan to preserve habitat much of Washington County could have been shut down to growth and construction

Reluctantly the Commission went along with the development of a Habitat Conservation Plan (the "Plan")

Habitat Conservation Plan

The Plan was accepted by the Bureau of Land Management and other relevant federal agencies

Any acreage disturbed by construction had to be mitigated with acreage (decided to do a 10-1 disturbance-to-preservation ratio)

Successful obtained 200 acres of school trust lands with excellent habitat to preserve and protect in exchange for the 20 acres disturbed by the Project

Later, when the tortoise was listed, the required ratio ended up being only 1-1, so UAMPS was given extra credits that could be used for future projects

"In southern Utah, we faced rolling blackouts before UAMPS undertook these transmission projects. We simply didn't have enough capacity during the hot summer months and the cold winter months. Our population was growing rapidly and our power capacity was not keeping up. We were nearly to the point of having to curtail growth and discourage business and industry expansion. Sometimes we were forced to shed load to keep the lights on.

The transmission projects were collaborative efforts among a number of UAMPS members, UP&L, the electric co-ops and state and local leaders. We had to deal with difficult environmental issues, including the transmission lines crossing desert tortoise habitat. But the effort all paid off. Our growth has been consistent, and in the future we will need additional transmission capacity, but our children and grandchildren will have reliable power supplies."

Long-time board member Jack Taylor (now retired) from Santa Clara

1992

Dixie defaulted on its payment obligation and pursuant to the TSA terms

Entitlement shares of Dixie (19.98%) were automatically transferred to the other Participants pro rata

St. George	Hurricane	Washington	Santa Clara	Enterprise
84.73%	7.42%	6.60%	1.25%	0.00%

1993 Project Facilities

- Completed facilities to date were Central Substation, Central-St. George Transmission Line, St. George Switchyard, and Washington 69 kV Transmission Line
- Facilities still needing to be completed
  - St. George Switchyard – River Substation Transmission Line
  - River Substation
- Additional facilities were also added
  - Mill Creek – Gateway 69 kV Transmission Line
  - Other Facilities
    - Construction of the 3.6 milelong Gateway to Quail Creek 69 kV transmission line
    - Construction of the 3.6 milelong Quail Creek to Hurricane 69 kV transmission line
    - Acquisition and installation of a SCADA system
    - Acquisition, construction, and installation of related equipment and facilities

Washington County population increased approximately 111% from 1980 to 1993

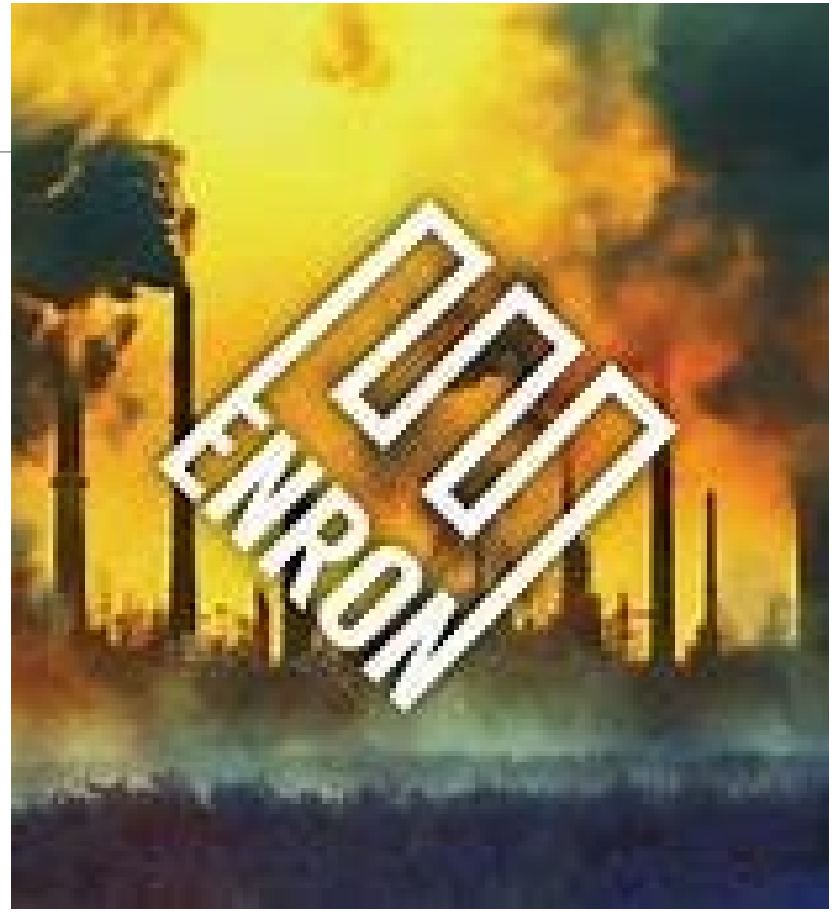
1997
Additional Project Facilities

- In order to provide voltage support, the Project installed seven electric generating units with an aggregate capacity of approximately 11 MW (the "**Bloomington Generators**")
- Additional facilities were also added to the Project
  - Construction of a second circuit to the Central – St. George Transmission Line
  - Installation of two 345 kV breakers and three 138 kV breakers at Central Substation,
  - Installation of an additional 138 kV breaker at the St. George Switching Station, and
  - Acquisition of associated switching and control equipment

Washington County population increased approximately 180% from 1980 to 1997

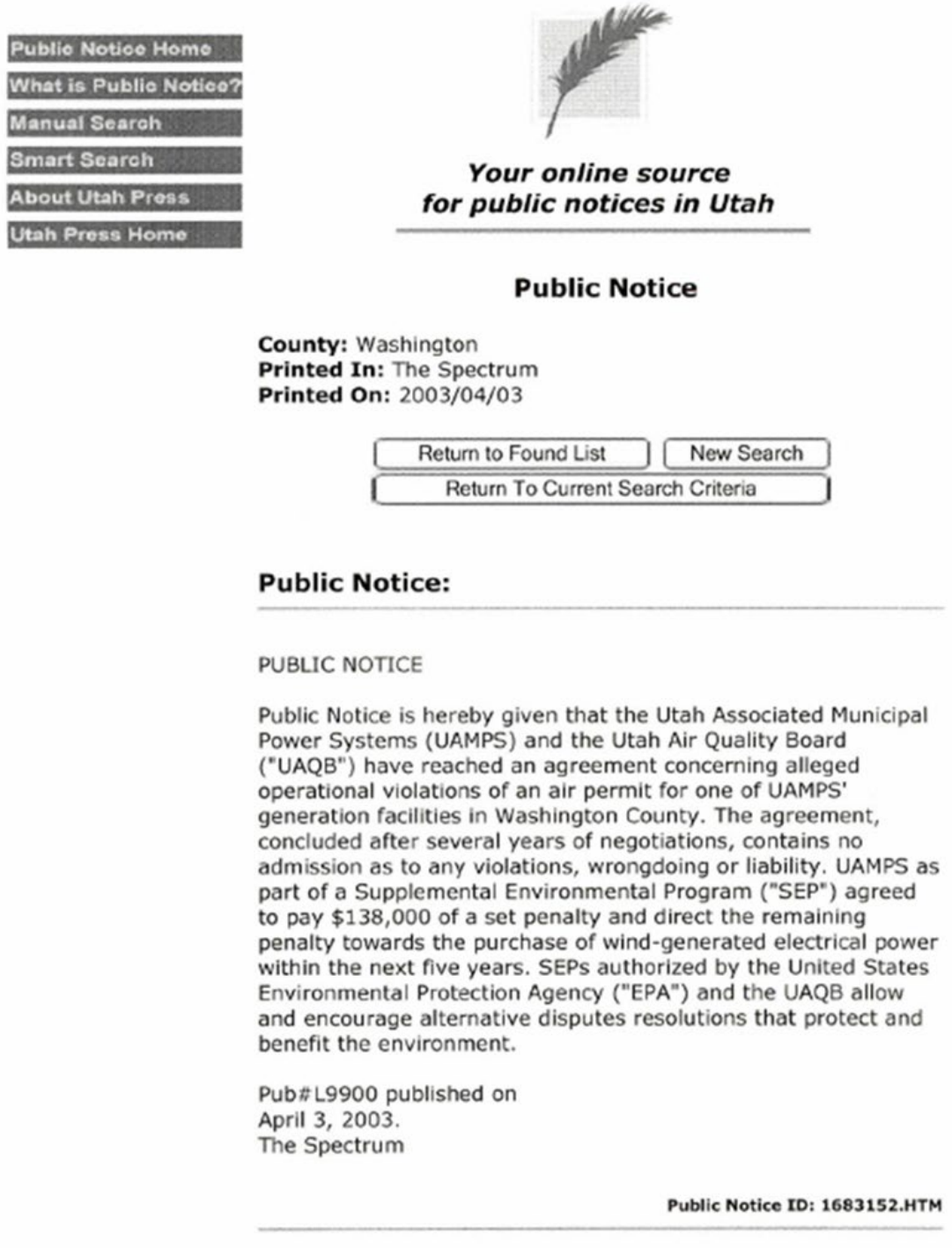
2000 Energy Crisis

- During extremely high energy prices, the diesel generators were operated for long periods of time, allegedly violating the air permit
- Utah Department of Air Quality issued a fine for the violation
- A regulatory provision allowed UAMPS to divert most of cost of the fine to a clean energy project



UDAQ Settlement

- Paid a $138,000 fine
- Entered into a Power Purchase Agreement with PPM Energy for approximately 13 MW of energy from the Pleasant Valley Wind Facility, in January 2004
- Sold the Bloomington generators to St. George



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Public Notice:

PUBLIC NOTICE

Public Notice is hereby given that the Utah Associated Municipal Power Systems (UAMPS) and the Utah Air Quality Board ("UAQB") have reached an agreement concerning alleged operational violations of an air permit for one of UAMPS' generation facilities in Washington County. The agreement, concluded after several years of negotiations, contains no admission as to any violations, wrongdoing or liability. UAMPS as part of a Supplemental Environmental Program ("SEP") agreed to pay $138,000 of a set penalty and direct the remaining penalty towards the purchase of wind-generated electrical power within the next five years. SEPs authorized by the United States Environmental Protection Agency ("EPA") and the UAQB allow and encourage alternative disputes resolutions that protect and benefit the environment.

Pub#L9900 published on
April 3, 2003.
The Spectrum

Public Notice ID: 1683152.HTM

2000
Additional Project Facilities

- Construction of the 138 kV Snow Canyon Transmission Line
- Construction of upgrades to the Snow Canyon Substation to a 138/69/13.2 kV configuration and necessary interconnections to the 138 kV and 69 kV Snow Canyon Transmission Lines
- Acquisition of the existing 69 kV single circuit transmission line running from River Substation and Mill Creek Transmission Line
- Acquisition of existing 138 kV Skyline Transmission Line and necessary interconnection to St. George Switchyard to The 138 kV Snow Canyon Transmission line
- Acquisition of the existing 69 kV Snow Canyon Transmission Line
- Acquisition, construction and improvements of various other transmission and substation facilities

Washington County population increased approximately 228% from 1980 to 2000

2005
Joint Operating Agreement

After more than 20 years of planning separately, *UAMPS and PacifiCorp integrated their systems by jointly planning, constructing and operating an* ***"Integrated Transmission System"*** *consisting partly of the parties' existing transmission facilities, together with various additions and improvements*

Purpose
Joint Operating Agreement

- Promote and enhance the reliability of the PacifiCorp and UAMPS Existing Facilities in accordance with prudent reliability standards
- Better accommodate emergency operating conditions, temporary outages and the Parties' respective peaks demands
- Effectuate delivery of electricity by the Parties to their respective loads
- Provide for such other transmission service needs of the Parties as the Parties may mutually agree upon

Each Party is responsible to coordinate any planning and construction of additional transmission facilities with the other party

Phase 1
Joint Operating Agreement

- Installation of a breaker on the existing interconnection between the St. George Substation and the Middleton Substation
- Installation of breaker and capacitor bank in the St. George Substation.
- Costs were funded by PacifiCorp
- Work was completed in 2005

Phase 2
Joint Operating Agreement

- Enlargement of the St. George Substation to provide space for future installation of three 345/138 kV power transformers
- Installation of additional breakers and associated equipment in order to terminate all 138 kV lines into the St. George Substation for the purpose of operating the Central/Red Butte Substation 138 kV system in parallel
- Costs were funded by PacifiCorp
- Work was completed in 2006

Phase 3
Joint Operating Agr

- Reconstruction of PacifiCorp's Red Butte – St. George Substation Transmission Line
  - Removal of existing transmission line
  - Construction of 20 miles of new double circuit 345 kV line using weathering steel structures from the Red Butte Substation to St. George Substation

Available Transmission Capacity includes 400 MW from existing capacity and 134 MW attributable to Phase 3

Phase 4
Joint Operating Agreement

- Installation of capacitor bank at the St. George Substation
- Originally contemplated to be completed in 2012 but work was completed in 2009
- Funded as part of Phase 3

A couple of “Firsts”

- Establishment of “Project Management Committee”
  - Provide every Participant a vote in all matters of the Project (Dixie was not a UAMPS member)
  - Later the Joint Action Agreement was amended to establish a Project Management Committee for each UAMPS Project
- Default and Step-up Provision
  - Dixie (non-UAMPS member) has been the only Participant in UAMPS’ history to default on its payment obligations

On-Going Project Activities

- UAMPS continues to plan together with the Participants, PacifiCorp and Dixie Escalante through the established Technical Committee to plan for the continued growth in Washington County
  - Evaluating looping the system
  - Completing GIS Mapping
  - Evaluating a separate feed into Washington County
- UAMPS is currently conducting an asset audit to determine a comprehensive list of all Project components

EDAM GAP Assessment

Jordan Garcia

EDAM GAP Assessment-BLUF

- The GAP Assessment only addresses UAMPS entry as a whole into EDAM/EIM
- UAMPS anticipates changes in its day-to-day interactions with members
  - UAMPS and members will need to communicate constantly for the next 18 month
    - Once the regulatory changes are fully realized (PAC Tariff) UAMPS will add any internal changes to the integrated Project Management Scope
    - More to come
- This presentation focuses on UAMPS' entry as a whole to EDAM/EIM

Utilicast EDAM Gap Assessment

- April 2024-UAMPS commissioned an EDAM/EIM Gap Assessment
- Utilicast has identified the areas in UAMPS that need development for market integration
  - UAMPS Operations
  - Metering- Gen Assets and Load
  - Plant Hardware/Comms
  - UAMPS Planning and Settlements

Gap Analysis Work Scope

- Review UAMPS current state
  - Systems
  - Staffing
  - Processes
- Define future state of market participation
  - Go live for EIM/EDAM Spring 2026
- Identify Gaps
  - Bidding/Scheduling Units
  - Unit Control
  - Metering
  - Settlements

Gap Analysis Work Scope Cont.

- Preliminary cost estimation model for implementation
  - And ongoing cost
- Provided project schedule for implementation
  - Built backward from go live 2026 date
  - Overlapping project and staffing impacts
  - Implementation dependencies

Gap Solutions-High Level

- Software
- Hardware
- Manpower
  - In-house
  - Out-sourced

Identified Gaps

- Bidding/scheduling of resources
- Intra-Hour system balancing and AGC dispatch of resources
- Settlements, accounting and metering

Three Participation Options Evaluated

	Option 1 – PAC as SC	Option 2 – 3rd Party as SC	Option 3 – UAMPS as SC
Process	Simpler UAMPS Processes	Medium Complexity UAMPS Processes	Higher Complexity UAMPS Processes
	Simple EIM/EDAM Fund Split	Complex EIM/EDAM Fund Split	Complex EIM/EDAM Fund Split
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	PAC Sub-Allocations	3rd Party Settlements	UAMPS Settlements
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Software	None	3rd Party Applications / Limited Visibility	UAMPS Bidding & Scheduling Vendor App
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	Meter Da t / Submission	Meter Data Management / Submission	Meter Data Management / Submission
	RC We	RC West webOMS	RC West webOMS
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	1 Settlement / Validation FTE analyzing PAC	1 Settlement / Validation FTE w/ 3rd Party	1-3 Settlement / Validation FTEs in Market
	EDAM Admin Fee	EDAM Admin Fee	EDAM Admin Fee

Valid for Load Only
Generation Requires Option 2 or 3

UAMPS SMARTENERGY

Bidding/Scheduling of Units

- GAPS
  - EDAM runs and clears EVERY day
    - WECC scheduling calendar does not apply to the CAISO EDAM submission
  - WEIM runs hourly
    - Requires bid curve creation/submission
    - Requires real-time updates to unit capability information
- Solutions
  - Strong need for software to automate tasks
    - Automate basic data transfers and standard repetitive calculations
    - Reduce risks of human errors
  - For daily/real-time Market participation
    - Additional Staffing required

Intra Hour System Balancing and AGC

- Gaps
  - WEIM dispatches on a 5-minute basis
    - If a resource is participating UAMPS will have about 45 seconds notice before the start of the ramp
    - Direct to generation controller “AGC-like” is needed to respond to these signals
- Solutions
  - Strong need for software to assist in the automation of tasks
  - New 24x7 market operations desk should monitor/manage/coordinate with resources on following market dispatch on an as-needed basis in real-time

Metering and Settlements

- GAPS
  - Settlement Quality Meter Data (SQMD) plans: meter assessments, replacement/upgrading, testing/outages
    - Validation and submission every business day
      - Penalties apply for errors
    - Need to confirm all meter characteristics and complete SQMD plans
      - Generation meters are priority #1 based on what is known today
    - Not trivial, will be very time and labor intensive
  - High volume of settlements data at a high frequency (multiple statements per business day)
    - Pulling of data and statements from the CAISO and other validation sources
    - Shadow settlements – using independent data for validation where possible
    - Analysis of data and creating standard reports - How is bid strategy working? Are we fully recovering costs?

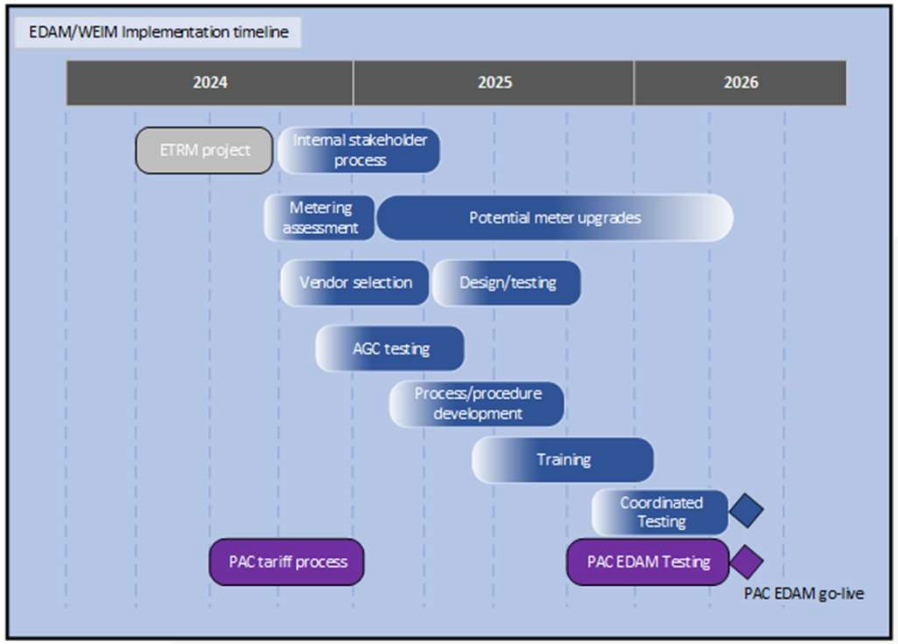
Path Forward

- Evaluate Cost/Benefits of procuring tools and hiring additional FTEs compared with hiring third party service provider
  - Not a binary decision, could use a service provider for some market functions and not others
- Should UAMPS choose to in-house some of these functions internally
  - Initiate hiring process for additional for direct EDAM/WEIM participation
    - FTEs for market operations
    - FTEs for additional support for metering, settlements & analysis functions
- Initiate procurement process for vendor tools- Dependent on Third party service Provider
  - Recommend: Bidding/Scheduling, Settlements, VER Forecasting, Metering
  - Not recommended: Generation Optimization, Generation Outage Management, PI
  - Build out requirements and Request for Proposals (RFPs)

Path Forward cont.

- Perform full metering assessment as soon as possible
- Begin AGC testing of Nebo as soon as possible
  - Follow up required on details of generation controls
- Full current state systems and processes assessment
  - Adjust for PAC tariff and business practice postings that are still under development
- Leverage Utilicast current Gap Assessment Phase 2 contract to begin these assessments and requirements gathering

EDAM/EIM Timeline



- If nothing stops PAC's timeline this is going to happen very fast
- Flexibility is key, as Business Practices and the Tariff are still developing

JG0

EIM/EDAM Project Integration

- Load / Renewable Forecasting
- Outage Management
- Generation Scheduling & Bidding
- Interchange Scheduling & Limits
- EMS Dispatch & SCADA Integration
- Meter Data Management
- Energy Accounting
- Shadow Settlements & Analytics
- TC Allocations & Invoicing

- Resource Bidding Strategy
- Maximizing Transfer Capability
- 3rd Party Participation
- Passing Sufficiency Tests
- Congestion Management
- Situational Awareness
- Shadow Settlements
- Post-Operating Day Assessment
- Analytics & Reporting

- Integrated Training Approach
- Change Management
- Business Process Design
- Operating Procedure Creation
- External Stakeholder Support
- CAISO Agreement Execution
- Open Access Transmission Tariff Filing
- CAISO Readiness Certification
- Compliance & Controls

- Network Model
- Interchange Scheduling Model
- CAISO Resource Data Templates
- Generation Cost Assessment
- Joint Asset Modeling
- Physical and Logical Dispatch
- Physical and Logical Metering
- Obtaining Market Based Rates
- Combined Cycle Modeling

Slide 15

JG0 This is slide covers the area set up in the Wrap up slide and activities that need to be completed for UAMPS to enter EDAM/EIM.
This also sets up slide 18 on the conceptual EIM schedule. Same activities.
Jordan Garcia, 2024-10-14T03:06:24.512

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Valid for Load Only
Generation Requires Option 2 or 3

UAMPS SMARTENERGY

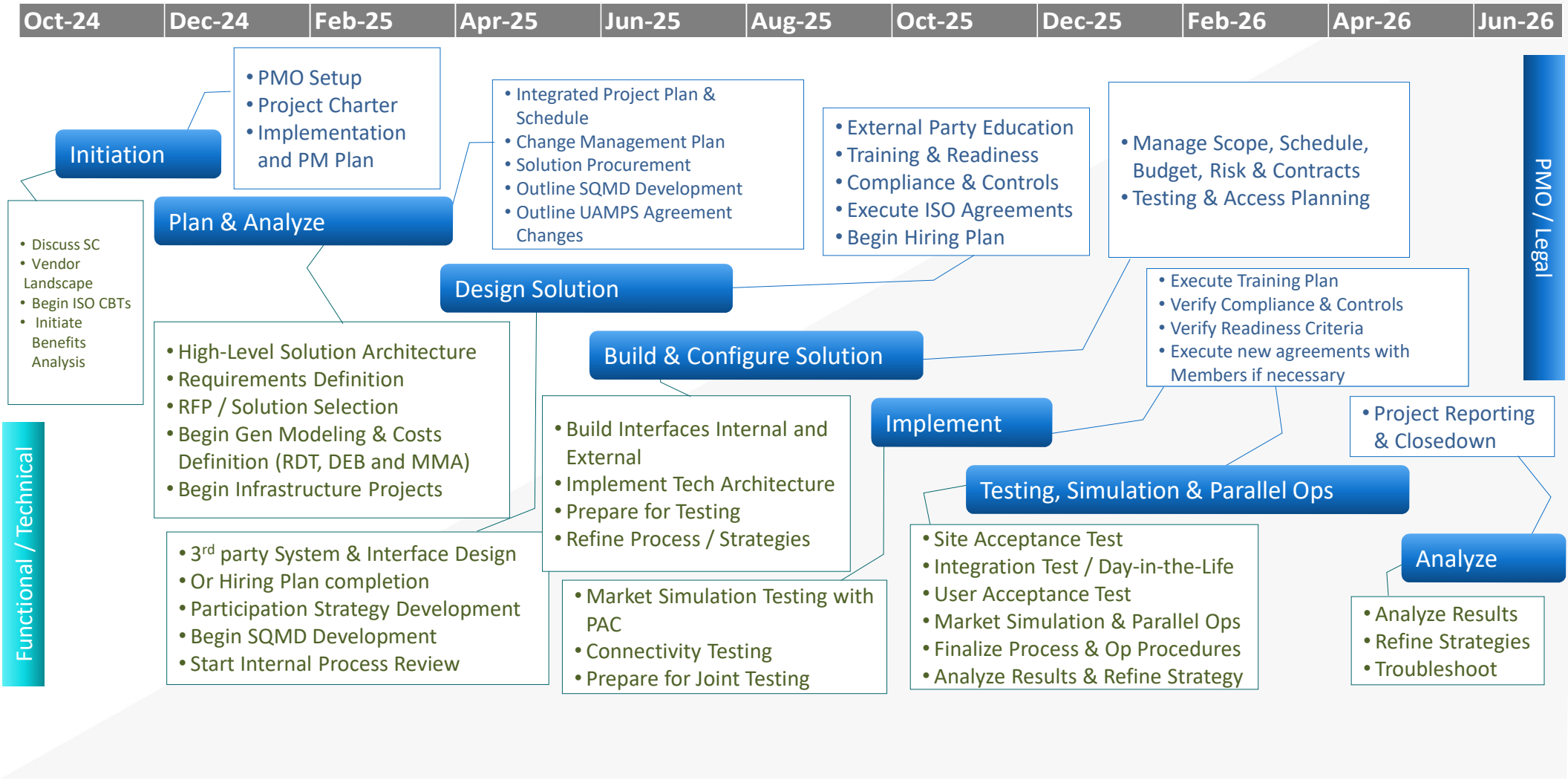
UAMPS or 3rd Party SC- Project and Ongoing costs

*The scenario below assumes UAMPS hiring. Would change with third party providing services.

Fiscal Year Basis

Category	Escalation Start Year	Rate	FY2025 2024	FY2026 2025	FY2027 2026	FY2028 2027	FY2029 2028	FY2030 2029
UAMPS Project Labor	2025	4%	$250,559	$230,088	$132,630	$0	$0	$0
Consultant Project Labor	2026	4%	$544,471	$851,250	$631,800	$0	$0	$0
Software Systems	2027	4%	$57,937	$271,143	$349,274	$279,907	$302,748	$340,550
New FTEs (Scenario 2)	2025	4%	$0	$228,585	$974,425	$1,086,758	$1,271,353	$1,546,796
New FTEs (Scenario 1 incremental)	2025	4%	$0	$114,292	$748,452	$1,630,137	$1,907,030	$2,320,193
CAISO GMC (new, not incremental)	2028	0%	$0	$290,000	$1,450,000	$2,465,000	$2,900,000	$2,900,000
CAISO GMC (new, incremental PRSC)	2028	4%	$0	$2,774	$13,262	$19,168	$19,935	$21,561
Total			**$852,967**	**$1,988,133**	**$4,299,842**	**$5,480,970**	**$6,401,065**	**$7,129,100**

Conceptual EIM Project Schedule



More to come:

- Approvals for market integration
- UAMPS Internal discussions
  - Staff-up or out-source to 3rd party service provider
  - RFPs for vendor software, including vendor decisions
  - Allow MIG resources to bid into market
- Start preparing for future
  - If Direct WEIM/EDAM participation – creating implementation and staffing plan
  - Continued in-direct participation in WEIM/EDAM – planning for PACE EDAM spring 2026 go live and business impacts

UAMPS SMARTENERGY

Benefits Analysis

- UAMPS is currently seeking vendors to complete a benefits analysis for WEIM/EDAM
  - The analysis will evaluate UAMPS position within PAC's BA and quantify the benefits of Resources, Transmission, and load bidding in to the market
  - Positioning generation to fully participate in EDAM will require significant effort and cost. UAMPS wants to ensure there is a form of payback for making this investment

EDAM Gameplan

Mason Baker

UAMPS Preparation for EIM/EDAM

- PacifiCorp has been participating in the Western Energy Imbalance Market (WEIM) since 2014
  - WEIM is a voluntary market an UAMPS has not participated actively
  - UAMPS has been affected by WEIM
    - Settlements
    - Losses
    - Imbalance
- PacifiCorp is joining EDAM in May 2026
  - All resources and load in the PACE BAA will participate
  - FERC or State Opposition may affect current timeline
- UAMPS evaluating how to participate given costs and benefits
- Evaluation will be ongoing until early 2025

Challenges for Recommending an EDAM Implementation Scenario

- PAC Tariff is not finalized
  - Congestion and load participation is new
  - Resource Participation is a much clearer picture
  - All implementation strategies will have to include flexibility for final Tariff provisions and future business practices
- Benefit Study likely won't be completed until First of January
- There is likely some near term work that needs to be completed regardless of whichever EDAM Implementation Scenario is recommended and it is uncertain whether existing staff can support this work.
- Given the breadth of the EDAM work, there needs to be both project management oversight and executive level leadership.
- Utilicast Study provides a solid GAP analysis. Development of a Implementation plan post GAP is highest of priorities
  - Integrated Project Management Scope for Market preparations inclusive of Internal changes

Path forward- Market Participation

- UAMPS needs start in depth discussions regarding Scheduling Coordinator (SC)
    - In-house at UAMPS
    - Select a 3rd party to facilitate market function
- This determination will provide implementation clarity
    - If In-house
        - Staff will need to prepare Hiring and training plans
        - Solicit and Select vendors
            - Bid-In Software
            - Settlement Software
            - Metering
        - Internal UAMPS Processes
    - 3rd Party
        - Will more than likely come with software
        - Metering
        - Internal UAMPS Processes

Three Participation Options Being Evaluated

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Valid for Load Only
Generation Requires Option 2 or 3

UAMPS SMARTENERGY

Path forward- Market Participation

- Bid-in will be optional
  - UAMPS will have the option to Self-Schedule in the market
  - Self Scheduling severely limits the opportunities and payback of the market
- Resource upgrades with Set-point control needed for Bid-In
  - Resources cannot bid without these upgrades
- Load
  - Meter requirements will be the same under any SC
  - SQMD process will be enormous undertaking for all

Path Forward UAMPS

- UAMPS discuss MIG participation
  - Facilitating member participation requires planning
  - MIGS already requiring BSAP will need to self schedule until requirements for Bid-in are met
  - If MIGS are not modeled by PAC Network, they will show as negative load
- 3rd Party SC requires additional methods of communication
  - How will UAMPS get information to 3rd party

Near Term Schedule

October

1) Issue Benefit Study Task Order

2) Start in depth discussions regarding UAMPS or 3rd Party will act as SC. Generation only or Load

3) Engage Utilicast to create EDAM Implementation Plan that includes a High Level Project Schedule (may need to seek Budget authority)

5)Start Identification of UAMPS internal work processes that will need to be modified for EDAM

November

1) Analyze EDAM Tariff once filed and adjust assumptions behind EDAM Implementing Scenarios

2) Implement work scope that is not dependent on EDAM Implementing Scenarios

3) Revise Gameplan and Integrated Schedule as needed

4) Work with Utilicast to add more detail and Integrate the Project Schedule to include UAMPS Activities

5) Board and UAMPS discuss considerations of housing SC function in-house or having a 3rd party provide these services.

December

1) Finalize Implementation Plan 2) Continue to Implement work scope that is not dependent on EDAM Implementing Scenarios

3) Revise Gameplan and Integrated Schedule as needed

4) Present EDAM Implementation Scenario recommendation (noting we may need to seek budget authority to proceed w/ certain must do work if said work needs to proceed prior to FY26)

5)Contract with 3rd Party (if this path is chosen) may slide to Jan.

January

1) Continue to Implement work scope that is not dependent on EDAM Implementing Scenarios & start implementing new work based on Board approval

3) Revise Gameplan and Integrated Schedule as needed

4) Adjust and pivot to requirements as Tariff is approved and Business Practices developed

5) Formalize a recommendation on which EDAM Implementation Scenario for Board to adopt and send executive level whitepaper justifying approach with Pros and cons relative to other EDAM Implementing Scenarios analyzed.

UAMPS SMARTENERGY

Transmission Strategy

UAMPS SMARTENERGY

Rachel Stanford

Transmission in the West

- Critical state of need for transmission planning and upgrade
- Aging infrastructure nearing end of its useful life

"It is estimated that, to meet load growth and generating resource needs, the transmission system will need to be expanded by 60% by 2030, and triple those systems by 2050"

Department of Energy

- Long lead times for project development driving uncertainty as to whether and when resources can be brought online to service rapidly growing loads and bulk load needs

PacifiCorp Transmission

- UAMPS is wholly dependent upon the PacifiCorp transmission system for providing load service to Members
  - 2024 TSOA load 1,091 MW (less MIGs at peak)
  - 2024 Off-System load 47 MW (less MIGs at peak)
- While in the past the transmission availability, flexibility and PacifiCorp planning process has been sufficient to meet UAMPS' needs, UAMPS must remain vigilant in its forward-planning to ensure these processes continue to effectively meet its needs in keeping up with the unprecedented changes in the industry and demand

Need for New Transmission Strategy

As transmission capacity becomes more and more scarce UAMPS has identified key areas of focus to address these challenges. We will walk through these key areas, and identify the steps UAMPS is taking to address them and will solicit feedback from Members to ensure strategic alignment.

Transmission Under Extended Markets

- **UAMPS is actively engaged with third-party consultants to understand the value of our existing transmission rights as they pertain to extended markets currently under development (EDAM, Markets+, RTO West).**
  - **The Energy Authority – assisting with portfolio management, dispatch analysis and TSOA specific protections under an organized market**
  - **GDS – assisting with detailed market formation guidance as it pertains to PacifiCorp Tariff and Business Practice drafting**

- **Existing Transmission Rights**
  - **PacifiCorp PACE & PACW systems (EDAM)**
  - **CRAIG-MONA (RTO West/Markets+)**
  - **BPA PTP to PACE (pending BPA election)**

Value of the TSOA vs. OATT

The TSOA provides for certain allowances/service that is not offered to other network customers under the OATT:

- MIG construction – 5 MW vs. PAC BP of 3 MW
- Exhibit F – excluded behind the meter generation
- Ability to take Hunter off-system using Network Service instead of PTP
- Hunter Variation Accounting

Transmission Service Requests

Requests for transmission service due to load growth, bulk load, or new resources must go through the TSR Queue

Historically speaking, UAMPS has been able to submit requests into the queue with little to no further action required

Today's queues are bogged down and most, if not all, requests are now required to go to study

Study deposit - $25,000

60 days to complete

Identification of contingent facilities and soonest delivery date

Transmission Service Requests

Fremont Solar – a good lesson learned:

- Project Creation
- PPA negotiations – ready to execute
- TSR submission went to study
  - Study report unfavorable

Aggressively pursue and secure Transmission Service Requests (TSRs) in initial stages of project development to determine project viability

- Utilize consultants to actively challenge PacifiCorp study results as they may negatively impact UAMPS' ability to bring projects online timely

UAMPS SMARTENERGY

Engagement with PacifiCorp

At all times UAMPS seeks to engage with PacifiCorp in good partnership to ensure reliable and least cost wholesale delivery of resources to serve load. Establishing and nurturing relationships with PacifiCorp leadership, as it may change from time to time, is critical to ensure UAMPS' Members' needs are at the forefront.

PacifiCorp Transmission Rate

- The Transmission Service and Operating Agreement (TSOA) provides, among other things, UAMPS the ability to deliver resources to its Members utilizing the PacifiCorp system at a ***transparent and non-discriminatory wholesale rate***
- PacifiCorp's 2024 wholesale rate increase by 45% is a key area of concern; largely driven by wildfire litigation UAMPS could continue to see significant increases in future years as additional settlements are reached

PACIFICORP PTP RATE
NETWORK SERVICE RATE ($/MW-YEAR)

PacifiCorp PTP Rate														
Network Service Rate ($/MW-year)														
		Base Case	Sensitivity Case #1	Sensitivity Case #2	Sensitivity Case #3	Sensitivity Case #4	Sensitivity Case #5	Sensitivity Case #6	Sensitivity Case #7	Sensitivity Case #8	Sensitivity Case #9	Sensitivity Case #10	Sensitivity Case #11	Sensitivity Case #12
	Year	Keep $1.7B in	$1.7B 5-year Amort.	$1.7B 10-year Amort.	$2.5B 5-year Amort.	$2.5B 10-year Amort.	$5.0B 5-year Amort.	$5.0B 10-year Amort.	$7.5B 5-year Amort.	$7.5B 10-year Amort.	$10.0B 5-year Amort.	$10.0B 10-year Amort.	$12.0B 5-year Amort.	$12.0B 10-year Amort.
		both TU and PR	Starting in 2023	Starting in 2023	Starting in 2025	Starting in 2025	Starting in 2025	Starting in 2025	Starting in 2025	Starting in 2025	Starting in 2025	Starting in 2025	Starting in 2025	Starting in 2025
Current	2023	$48,390.67	$40,400.31	$39,401.52	$40,400.31	$39,401.52	$40,400.31	$39,401.52	$40,400.31	$39,401.52	$40,400.31	$39,401.52	$40,400.31	$39,401.52
Projected	2024	$53,529.63	$48,386.19	$46,511.06	$48,386.19	$46,511.06	$48,386.19	$46,511.06	$48,386.19	$46,511.06	$48,386.19	$46,511.06	$48,386.19	$46,511.06
	2025	$43,341.68	$48,567.77	$46,909.81	$52,861.71	$49,763.96	$57,155.66	$52,618.12	$61,449.60	$55,472.28	$65,743.54	$58,326.43	$69,178.70	$60,609.76
	2026	$51,261.81	$56,015.45	$54,558.40	$59,943.89	$57,203.66	$63,872.32	$59,848.92	$67,800.76	$62,494.18	$71,729.19	$65,139.44	$74,871.94	$67,255.65
	2027	$53,625.99	$57,969.54	$56,705.18	$61,588.85	$59,186.72	$65,208.15	$61,668.26	$68,827.45	$64,149.80	$72,446.75	$66,631.34	$75,342.19	$68,616.58
	2028	$55,178.74	$57,227.70	$58,027.27	$60,525.10	$60,333.79	$63,822.51	$62,640.31	$67,119.91	$64,946.83	$70,417.32	$67,253.35	$73,055.24	$69,098.57
	2029	$54,321.38	$54,321.38	$56,952.75	$57,311.15	$59,095.51	$60,300.92	$61,238.26	$63,290.70	$63,381.01	$66,280.47	$65,523.76	$68,672.29	$67,237.96
	2030	$52,829.97	$52,829.97	$55,245.69	$52,829.97	$57,225.50	$52,829.97	$59,205.31	$52,829.97	$61,185.12	$52,829.97	$63,164.93	$52,829.97	$64,748.77
	2031	$56,423.20	$56,423.20	$58,627.64	$56,423.20	$60,446.34	$56,423.20	$62,265.04	$56,423.20	$64,083.75	$56,423.20	$65,902.45	$56,423.20	$67,357.41
	2032	$56,221.97	$56,221.97	$58,232.04	$56,221.97	$59,904.42	$56,221.97	$61,576.80	$56,221.97	$63,249.18	$56,221.97	$64,921.56	$56,221.97	$66,259.47
	2033	$54,716.57	$54,716.57	$55,664.24	$54,716.57	$57,188.34	$54,716.57	$58,712.44	$54,716.57	$60,236.53	$54,716.57	$61,760.63	$54,716.57	$62,979.91
	2034	$53,243.52	$53,243.52	$53,243.52	$53,243.52	$54,623.52	$53,243.52	$56,003.52	$53,243.52	$57,383.52	$53,243.52	$58,763.52	$53,243.52	$59,867.52
	2035	$51,818.47	$51,818.47	$51,818.47	$51,818.47	$51,818.47	$51,818.47	$51,818.47	$51,818.47	$51,818.47	$51,818.47	$51,818.47	$51,818.47	$51,818.47
	2036	$62,016.88	$62,016.88	$62,016.88	$62,016.88	$62,016.88	$62,016.88	$62,016.88	$62,016.88	$62,016.88	$62,016.88	$62,016.88	$62,016.88	$62,016.88

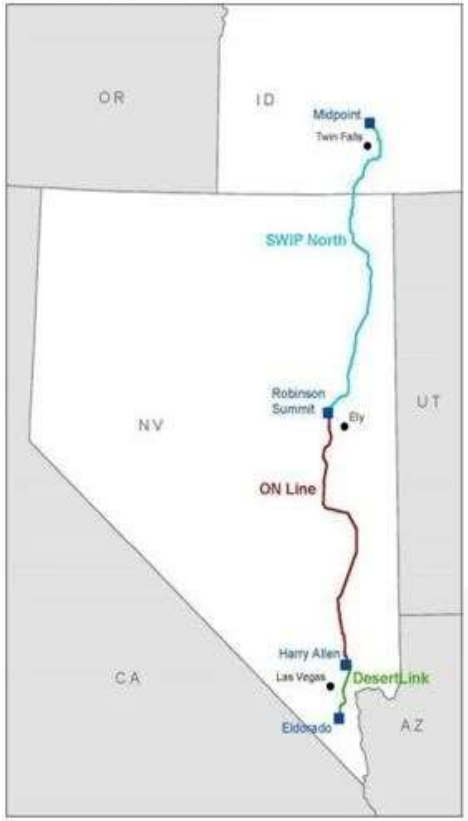
Engagement with FERC

- Continued engagement with UAMPS consultants, like-minded Load Serving Entities and FERC counsel to challenge the PacifiCorp transmission formula rate proposed increases due to wildfire litigation

Alternative Transmission Providers

- UAMPS shall seek to partner with alternative transmission providers
  - Broader landscape for resource development – joint partnership
  - Broader landscape for multiple market participation
  - Less dependency upon PacifiCorp – other partners that are easier to work with and have faster timeline for progression
  - More opportunity for exchange arrangements
    - For example: IPC @ Borah & SWIP (see next slide)

IPC SWIP Exchange Example



UAMPS is pursuing the development of a NG Generating Plant in the American Falls, ID area which will connect to the Borah substation. Borah is jointly owned by PacifiCorp and Idaho Power. It may be possible to not only bring generation in to serve the UAMPS loads in PACE, but also deliver to Idaho Power at Borah. In exchange, Idaho Power could deliver a resource at an alternate location (SWIP). The resource Idaho Power delivered would not be limited in fuel type which could provide an opportunity for Members needing to meet resource mix requirements.

UAMPS SMARTENERGY

Construct New Transmission

- UAMPS shall seek to investigate opportunities for new transmission build only as it may benefit the ability to serve Members at cost-effective rates.
- Some Public Power agencies are investigating the construction of new transmission due to the rate of return opportunities. Most of the Public Power agencies pursuing the construction of transmission are in RTO's but UAMPS will seek to engage with these agencies to understand what opportunities there may be as further market development takes place in the West.
- UAMPS has established relationships and executed NDA's with Merchant Transmission Developers to further explore opportunities.

Transmission and Member Needs

- Due to PacifiCorp delays in its respective queues (Generation Interconnection, TSR & OTP) Member needs must be identified and acted upon swiftly.
  - New interconnections/POD's
  - Load growth
  - Bulk loads
  - Member internal generation

Transmission and MIGs

- Member generation is beneficial in reducing overall load
- PacifiCorp amended its Tariff and Business Practices such that it no longer absolves Members from related transmission costs
  - EIM Business Practice which governs new load and/or new or incremental generation in the PACE BA
    - any generator greater than 3 MW must be included in the PacifiCorp model with the CAISO (*UAMPS TSOA greater than 5 MW)
  - PacifiCorp OATT/Business Practice
    - PacifiCorp requirement to settle transmission service charges based on gross load vs. net load

Historical Member Internal Generation

No Generation = 10 MW's load @ PAC Transmission Rate $4,460.80/Mwh = $44,608

+

= 10 MW's load – 6 MW generation = 4 MW load @ PAC Transmission Rate $4,460.80/Mwh = $17,843.20

Current Member Internal Generation

No Generation = 10 MW's load @ PAC Transmission Rate $4,460.80/Mwh = $44,608

+

= 4 MW load + 6 MW generation = 10 MW GROSS Transmission & Ancillary Services charge

UAMPS SMARTENERGY

Process to Install Internal Generation

- As the Balancing Area Authority (BAA) PAC must be made aware of any and all new generation no matter size
- Generation under 5 MW
  - Notice sent to PacifiCorp
- Generation greater than 5 MW
  - Notice sent to PacifiCorp
  - PacifiCorp to perform a study to determine system impacts and metering/communications requirements
  - 18 months advance notice required
  - Study deposit of $10,000 required
  - Additional costs associated with PacifiCorp systems updates and CAISO modeling will be direct assigned to the Member

- Members cannot avoid paying transmission on any generator, or cluster of generators with a capacity output greater than 5 MW at a single point of injection. Because of this, Members seeking to install new Internal Generation should determine cost effectiveness and potential benefit, if any, as it relates to:
  - Cost of the equipment
  - Operational impacts
  - Maintenance requirements
  - Administrative burden (scheduling)
  - Fuel supply
  - Long term financing/bonds
  - **NEW EDAM requirements still under development

Transmission Initiative Prioritization

	FINANCIAL IMPACTS	DEADLINE DRIVEN	LONG TERM RISK MITIGATION	PROCEDURAL	POLICY & PRECEDENT	SELF DRIVEN VS SUBJECT TO	ECONOMIC DEVELOPMENT
Emerging Markets	★	★	★				
TSOA Valuation	★		★		★	★	
TSR Submittals	★	★		★		★	★
Transmission Rate	★	★	★	★	★		
FERC Engagement	★		★	★	★	★	★
Alternate Transmission Providers			★			★	★
New Transmission Construction	★		★			★	★
Member Needs	★	★	★			★	★

LAMPS SMARTENERGY

Prioritization

Western Market Impacts

TSR Submittals

PAC Transmission Formula Rate

Member Needs

Alternate Transmission Providers

Transmission Construction

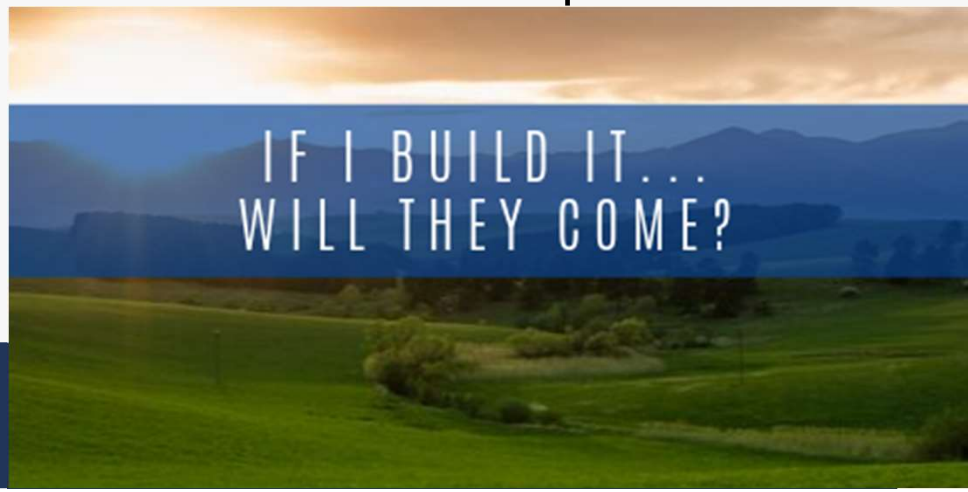
??'s

- ❑ What areas do Members feel UAMPS staff should focus attention?
- ❑ What Member transmission concerns are not reflected in this chart?
- ❑ What are Member's greatest concerns?
  - load growth
  - reliability
  - financial impacts
  - rate increases
  - flexibility/options
- ❑ OTHER?

Further Background on Transmission Related Challenges

Who Can Build New Transmission

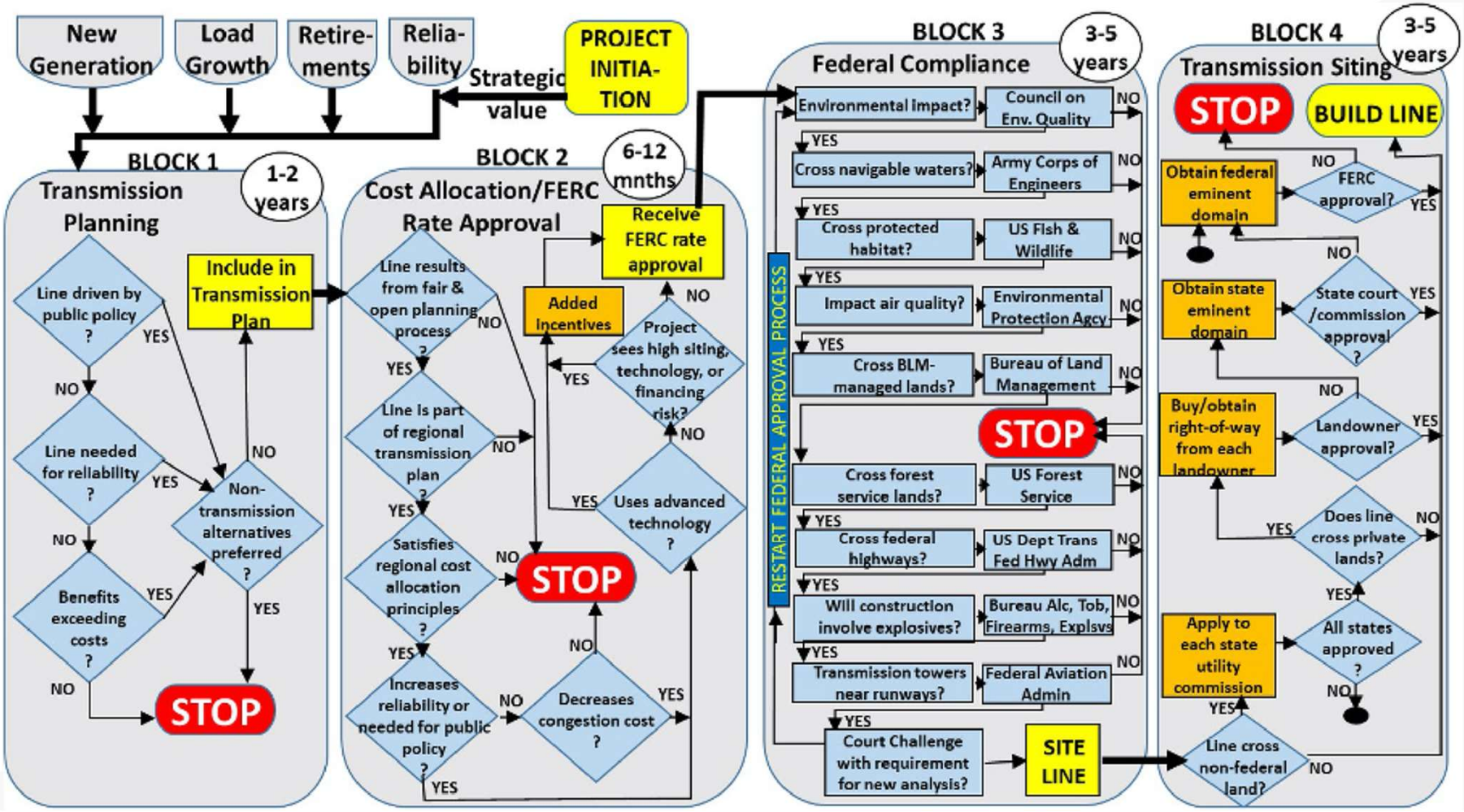
- Regulated Utilities
  - Obligation to perform Planning Studies to ensure sufficient transmission to serve load
  - Unilateral decision making for determining what transmission investment will be done and what benefits will be realized
  - Guaranteed fixed rate of return
  - Transmission is constructed in a reactive manner, near term once the existing transmission system becomes over-burdened as loads grow
- Merchant Developers
  - No guaranteed fixed rate of return – instead charge Load Serving Entities for use of the lines
  - Uncommon due to challenges finding enough customers to make the investment profitable



Process for Building New Transmission

- Requires a variety of permitting and siting approvals from federal, state and local agencies as well as private landowners and is a very time prohibit process
- Securing interregional (multi-state) right of way, or right of way across protected lands, can take many years
  - TransWest Express – 732 miles HV merchant transmission line which spans from Wyoming to Nevada took 13 years to receive permitting approvals
- Utilizing existing right of ways can help expedite the construction of new transmission lines

Transmission Approval Process



Federal and state governments have recognized the challenges associated with the lengthy planning, permitting, and siting process for transmission lines. Several transmission related policies have been proposed and/or adopted as part of broader efforts to decarbonize.

Permitting reform which would address construction delays for transmission construction and many other different types of infrastructure projects, is also being considered.

Transmission Policy & Initiatives

- *Congress*
  - Advancing Grid Enhancing Technologies (GETs) Act
  - Building American Energy Security Act
  - Building Integrated Grids with Inter-Regional Energy Supply (BIG WIRES) Act
  - Clean Electricity and Transmission Acceleration (CETA) Act
  - Energizing our Communities Act
  - Enhancing Electric Grid Resilience Act
  - Facilitating America's Siting of Transmission and Electric Reliability (FASTER) Act
  - Grid Resiliency Tax Credit Act
  - Interregional Transmission Planning Improvement Act
  - Promoting Efficient and Engaged Reviews (PEER) Act
  - Streamlining Interstate Transmission of Electricity (SITE) Act
  - Streamlining Powerlines Essential to Electric Demand (SPEED) and Reliability Act

Transmission Policy & Initiative cont.

- *Department* of Energy
  - Categorical Exclusions for Transmission
  - Coordinated Interagency Transmission Authorizations and Permits (CITAP) Program
  - Memorandum of Understanding Regarding Facilitating Federal Authorization for Electric Transmission Facilities
  - Building a Better Grid Initiative
  - Grid Modernization Initiative (GMI)
  - Electric Advisory Committee (EAC)
  - Grid Resilience and Innovation Partnership (GRIP) Program
  - National Interest Electric Transmission Corridors (NIETCs)
  - Transmission Facility Financing (TFF)
  - Transmission Facilitation Program (TFP)
  - Transmission Siting and Economic Development (TSED) Grants Program
  - Wholesale Electricity Market Studies and Management (WEMSE) Program

Transmission Policy & Initiatives cont.

- *Major Industry Reports*
  - Offshore Wind Transmission Study
  - Transmission Interconnection Roadmap
  - Pathways to Commercial Liftoff: Innovative Grid Deployment
  - Queued Up: Characteristics of Power Plants Seeking Transmission Interconnection
  - Transmission Needs Study

Transmission Policy & Initiatives cont.

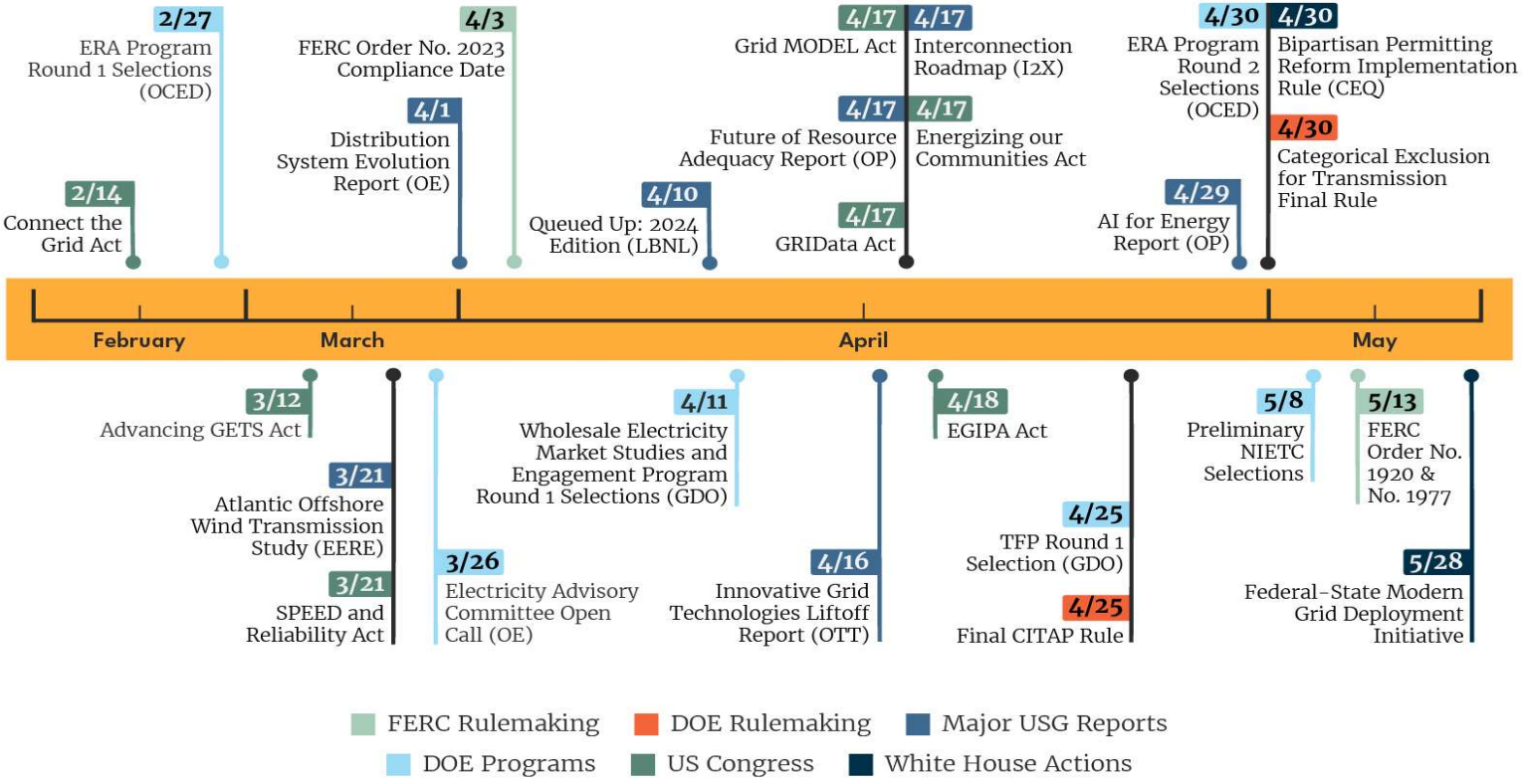
- *FERC Rulemaking*
  - Order No. 2023-A for Generation Interconnection Procedures
    - Transmission Heat Map
  - Order No. 1920 for long-term regional transmission planning reform
  - Order No. 1977 for siting authority to support transmission development in NIETCs and add new resource report requirements

Transmission Policy & Initiatives cont.

- White House Action
  - *Bipartisan Permitting Reform Implementation Rule*
    - Streamlines NEPA environmental review process, sets deadlines for reviews, requires lead agency, and increased community involvement
  - *Federal Permitting Improvement Steering Council*
    - Dashboard to track all federal infrastructure projects across the country
  - *Federal-State Modern Grid Deployment Initiative*
    - Commits the White House and 21 states to increase efforts and collaboration in creating a more efficient power system
      - Arizona, California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Jersey, New Mexico, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Washington and Wisconsin

TRACKING TRANSMISSION TRENDS

2024



Source: Third Way. "Tracking Transmission Trends: A Timeline of Recent Key Federal Actions". https://www.third-way.org/blog/tracking-transmission-trends-a-timeline-of-recent-key-federal-actions. Accessed 4 June, 2024.

THIRD WAY

LAMPS SMARTENERGY

Overall Operations Report

Board of Directors

Rachel Stanford

Topic Discussions

- Natural Gas
  - Storage
- Seasonal Outlook
  - 3-month Seasonal Outlook
  - Precipitation Outlook
- Western Market Development
  - RTO West
- Industry News
  - Summer 2024 Electricity Demand
  - Summer 2024 Gas-Fired Electricity Demand
- Transmission
  - DOE Transmission Planning Study
- Extreme Weather
  - Hurricanes Helene & Milton & Public Power Response
- Wildfire Preparedness

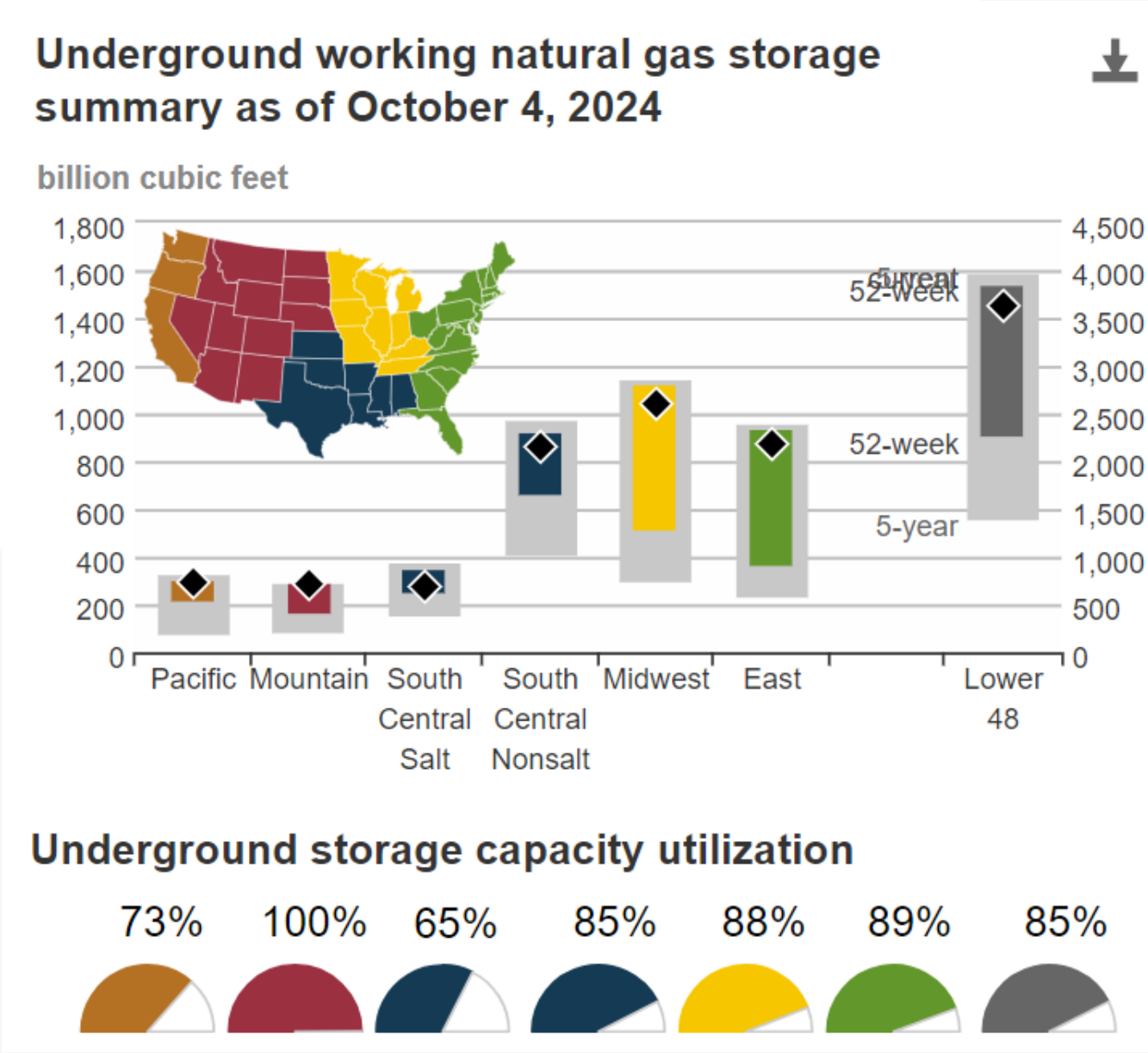
DEEP DIVE INTO

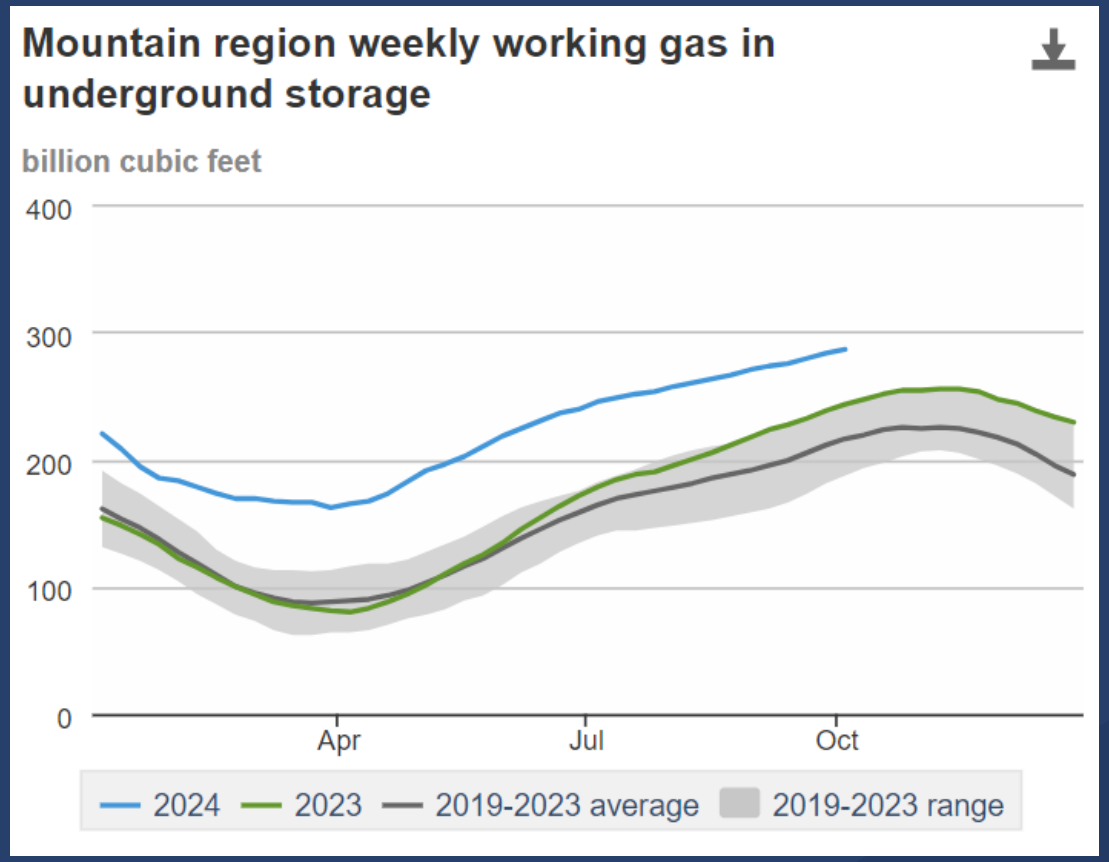
EDAM

Natural Gas

National Gas Storage

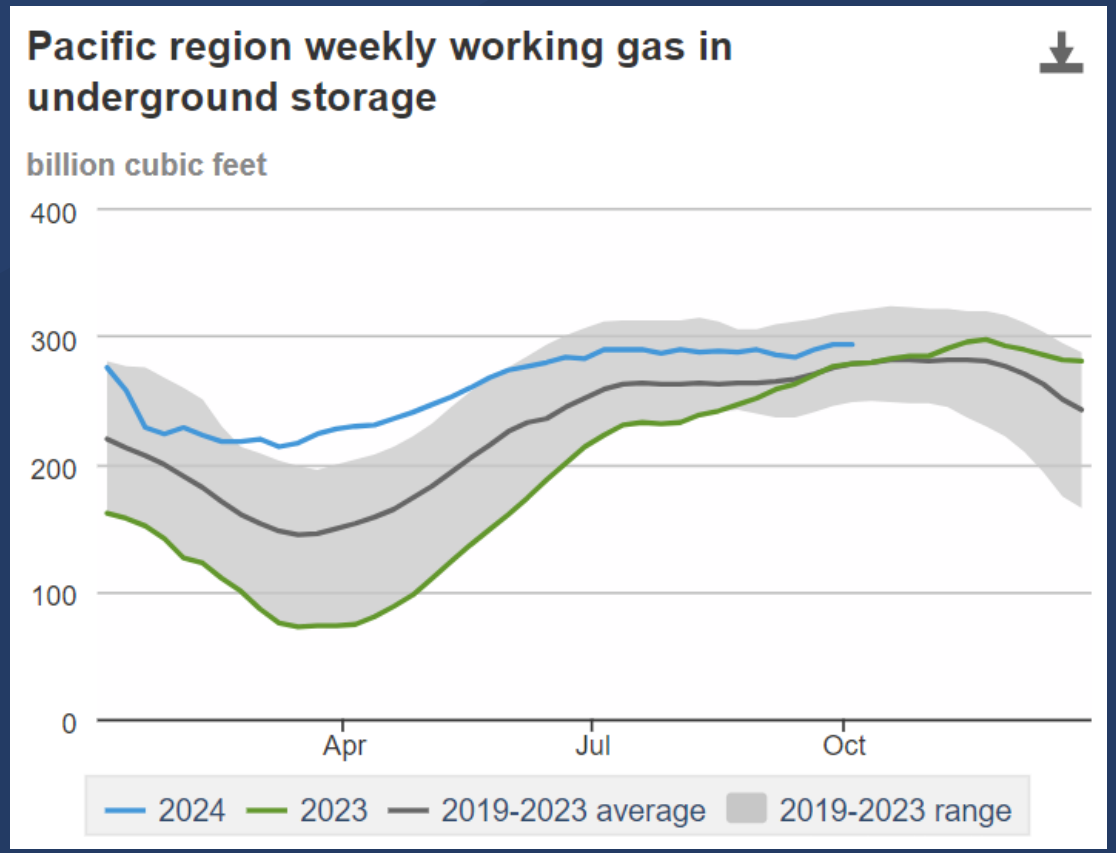
- Pacific region saw 2% increase & Mountain region did not change from the September reporting





Mountain Region

Pacific Region



UAMPS SMARTENERGY

Seasonal Outlook

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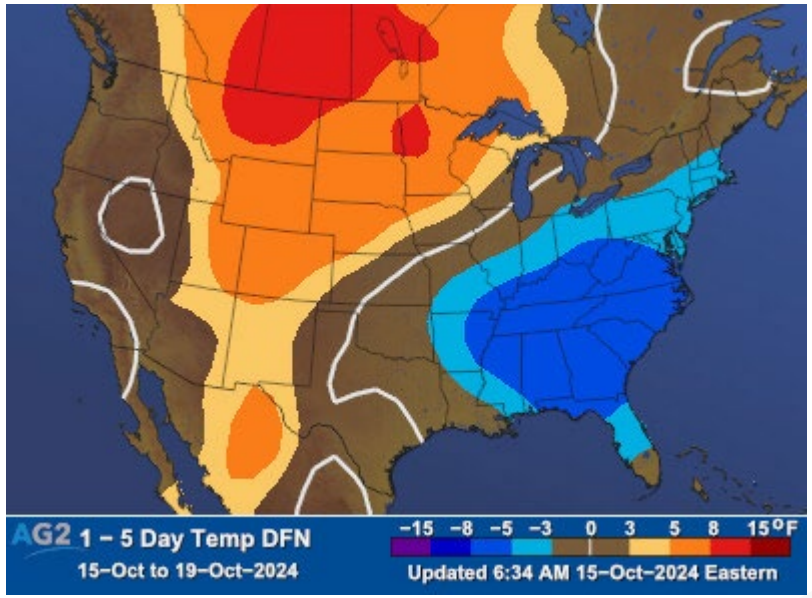
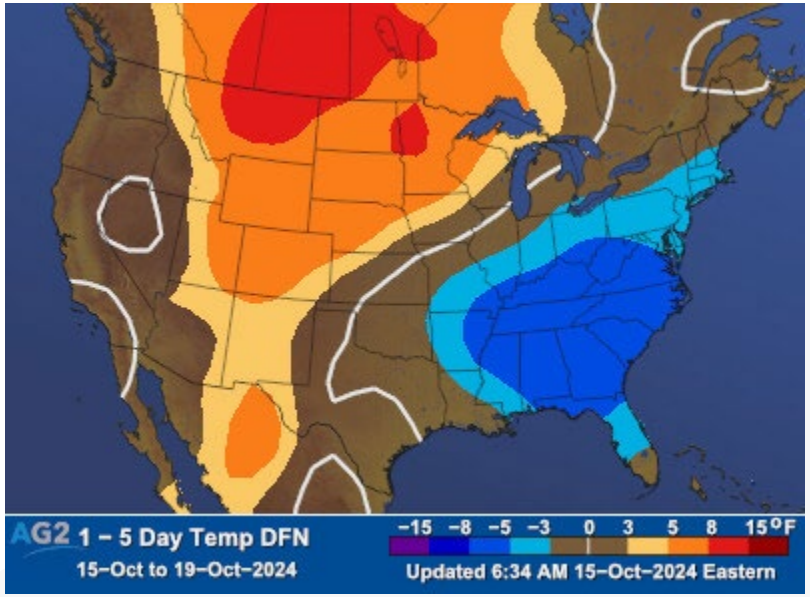
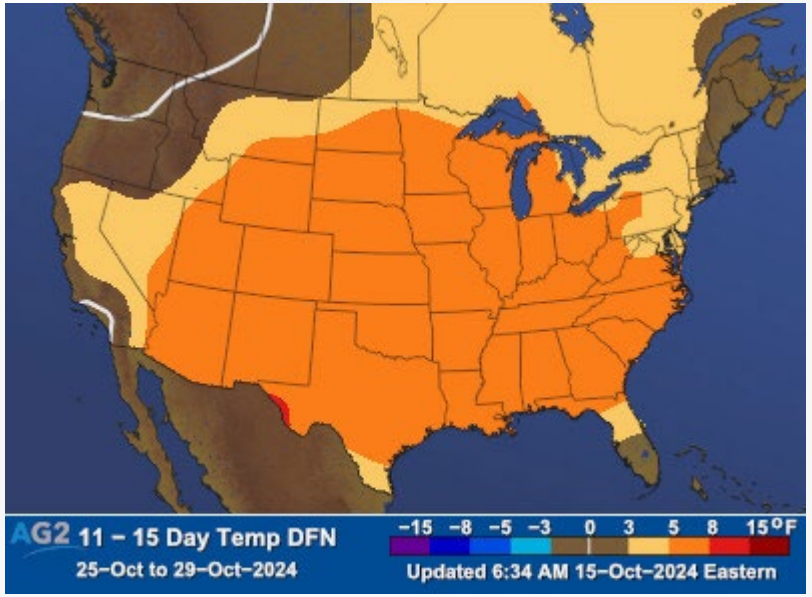
OCTOBER FORECAST



1-5 Day Forecast



6-10 Day Forecast



11-15 Day Forecast

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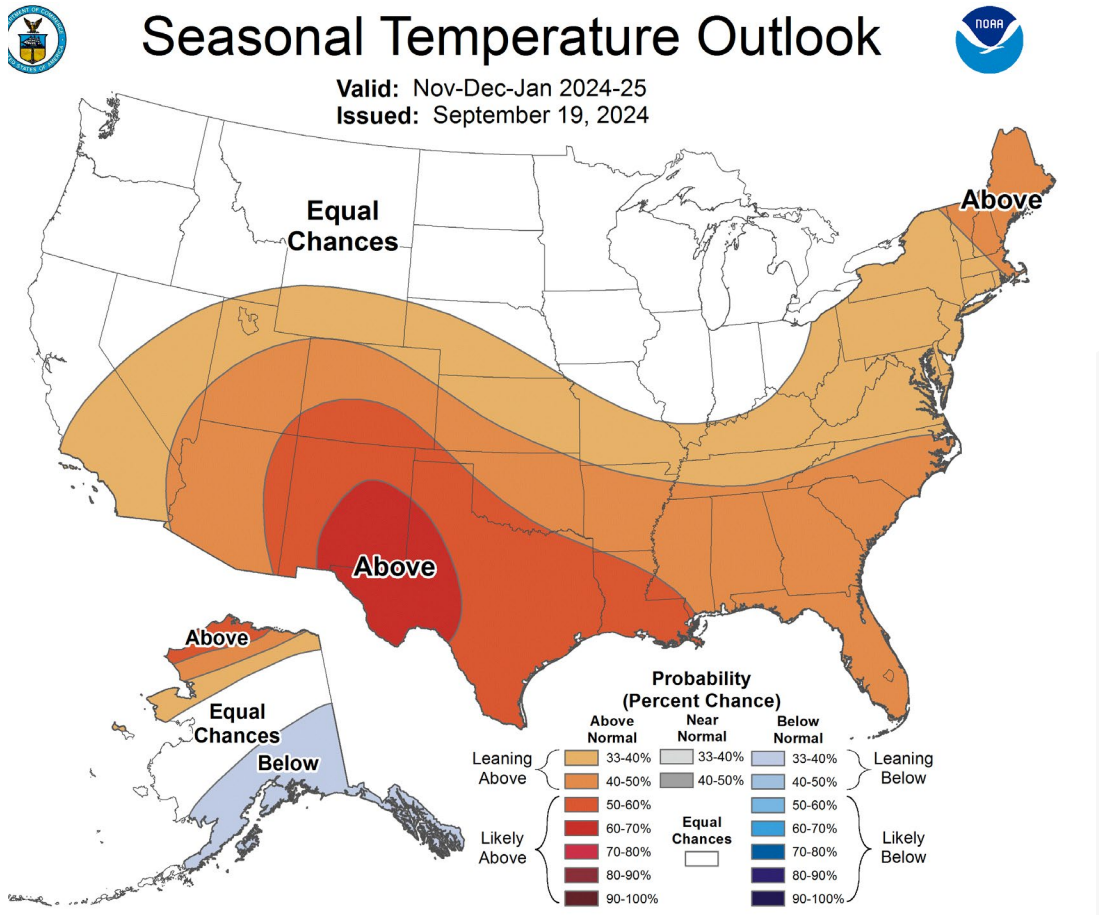
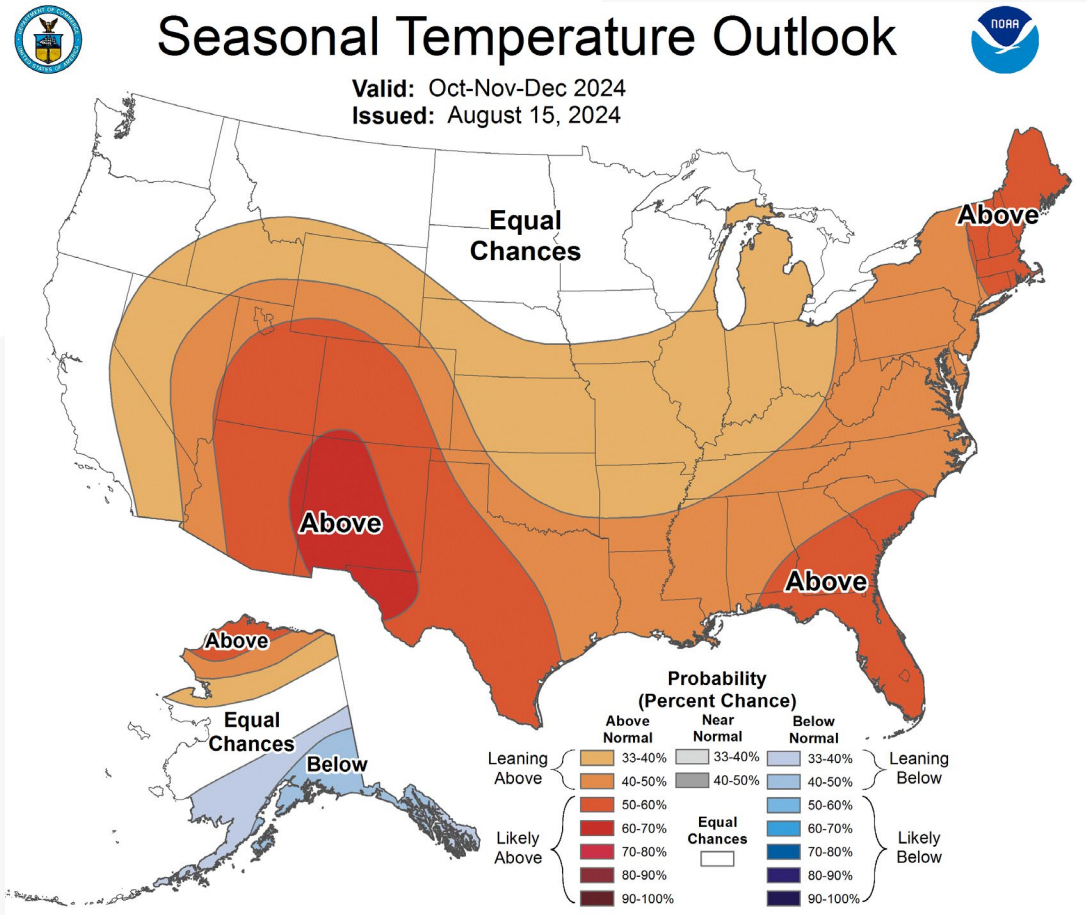
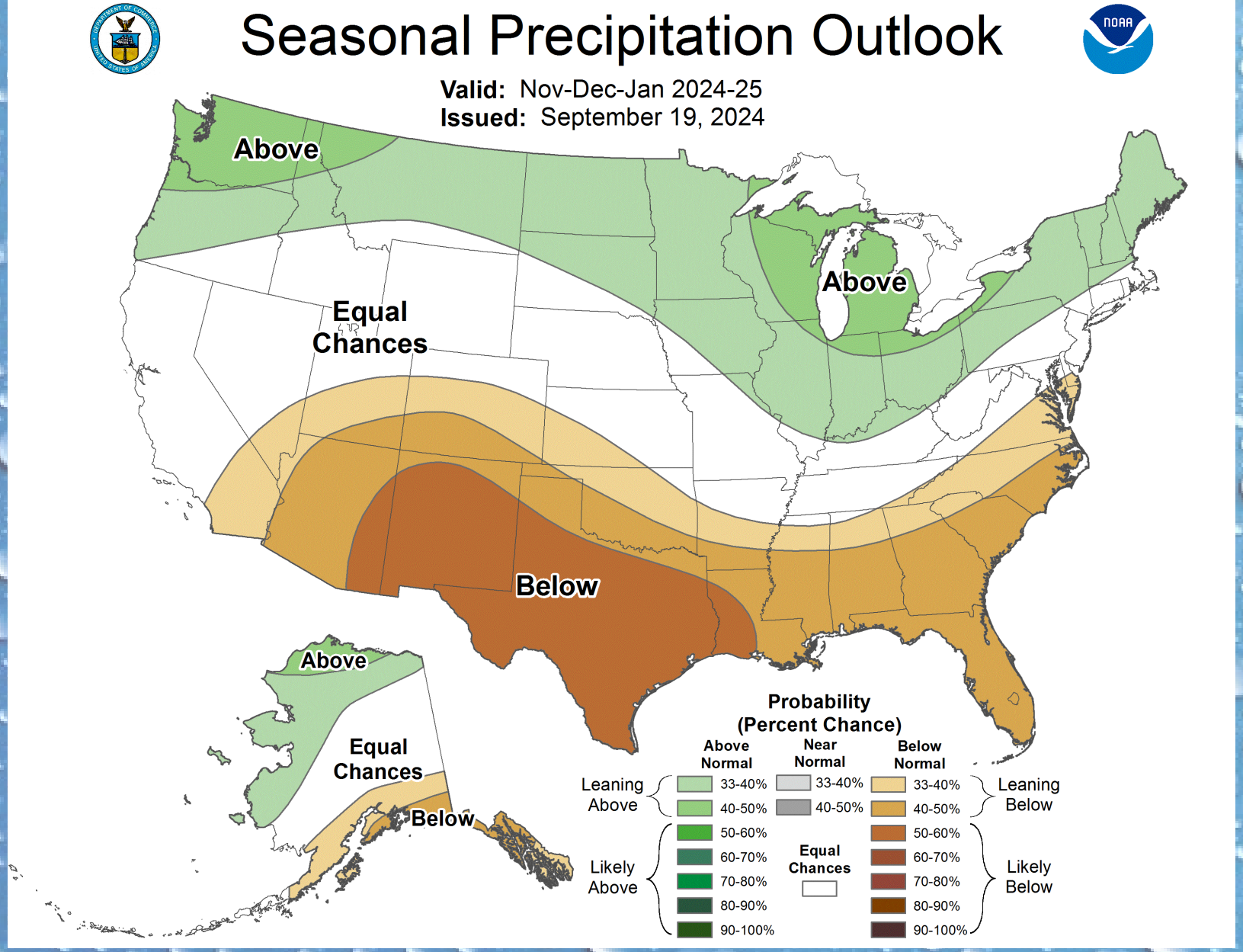
Forward Seasonal Outlook







November – January Outlook

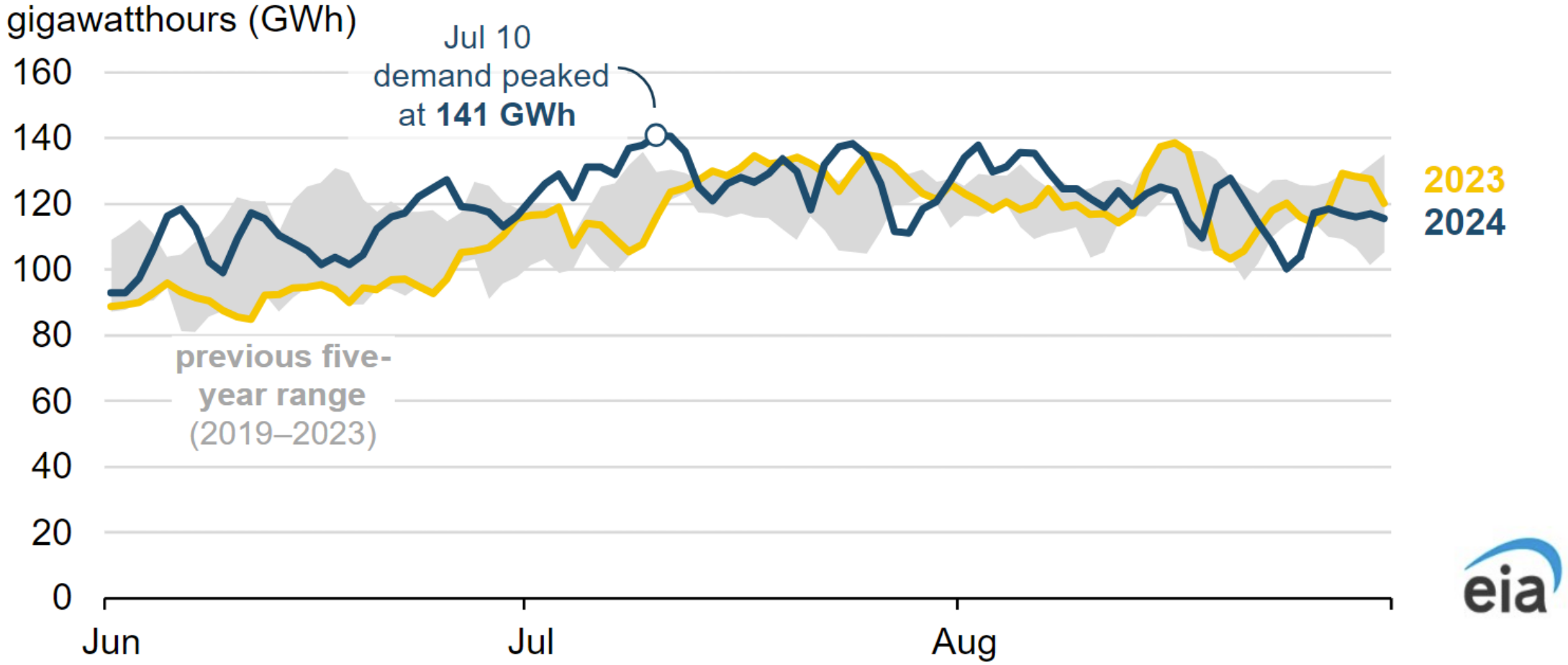
Western
Market
Development

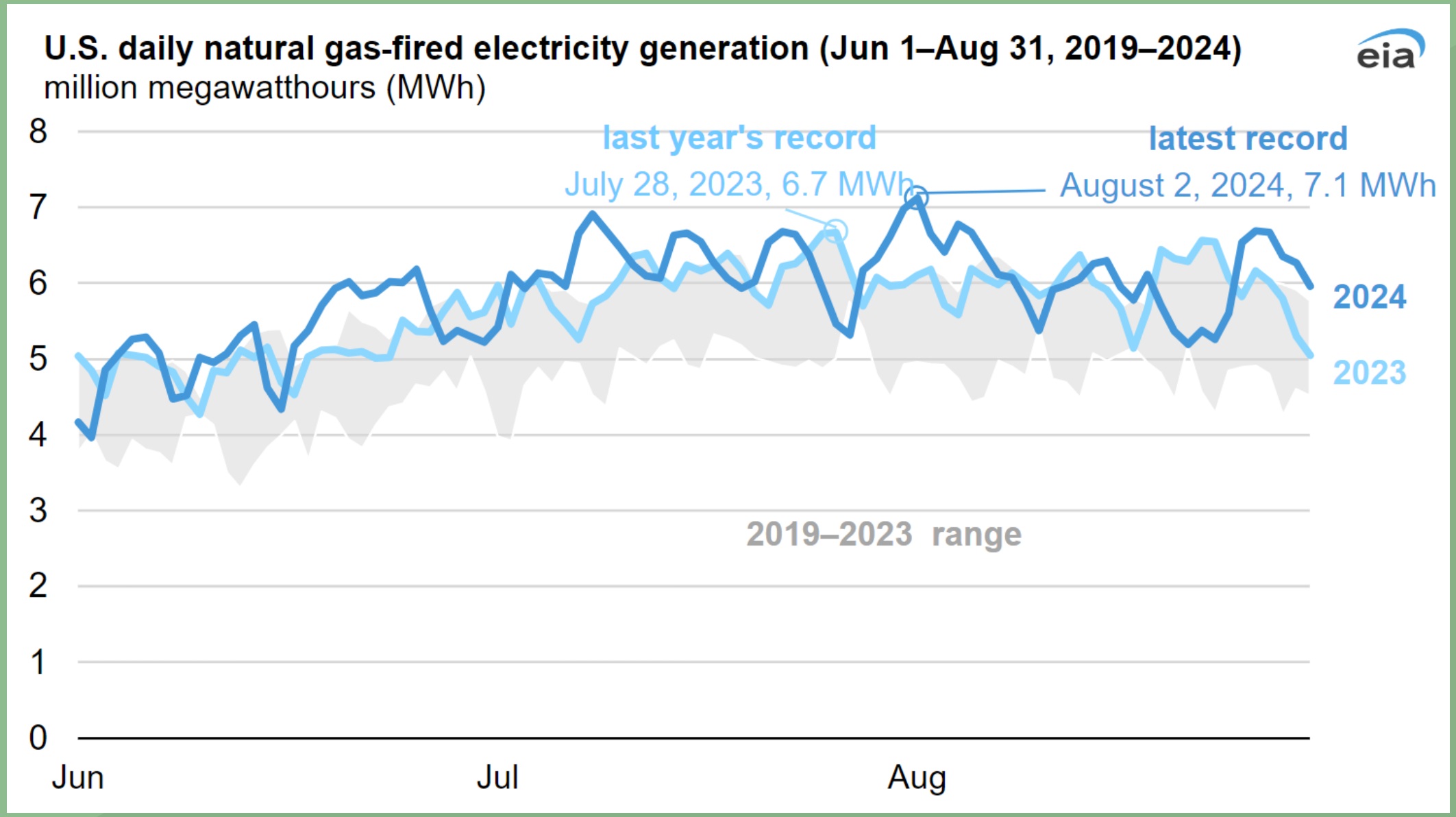
SPP's RTO West

- FERC issues a deficiency letter to SPP's proposed revised Tariff which would have added 9 western entities' RTO membership as transmission owners
  - Basin Electric Power Cooperative;
  - Colorado Springs Utilities;
  - Deseret Power Electric Cooperative;
  - Municipal Energy Agency of Nebraska;
  - Platte River Power Authority;
  - Tri-State Generation and Transmission Association
  - Western Area Power Administration's Colorado River Storage Project Management Center, Rocky Mountain and Upper Great Plains regions
- November 4th deadline to respond
- Scheduled implementation April 2026

Industry News – Post Summer 2024

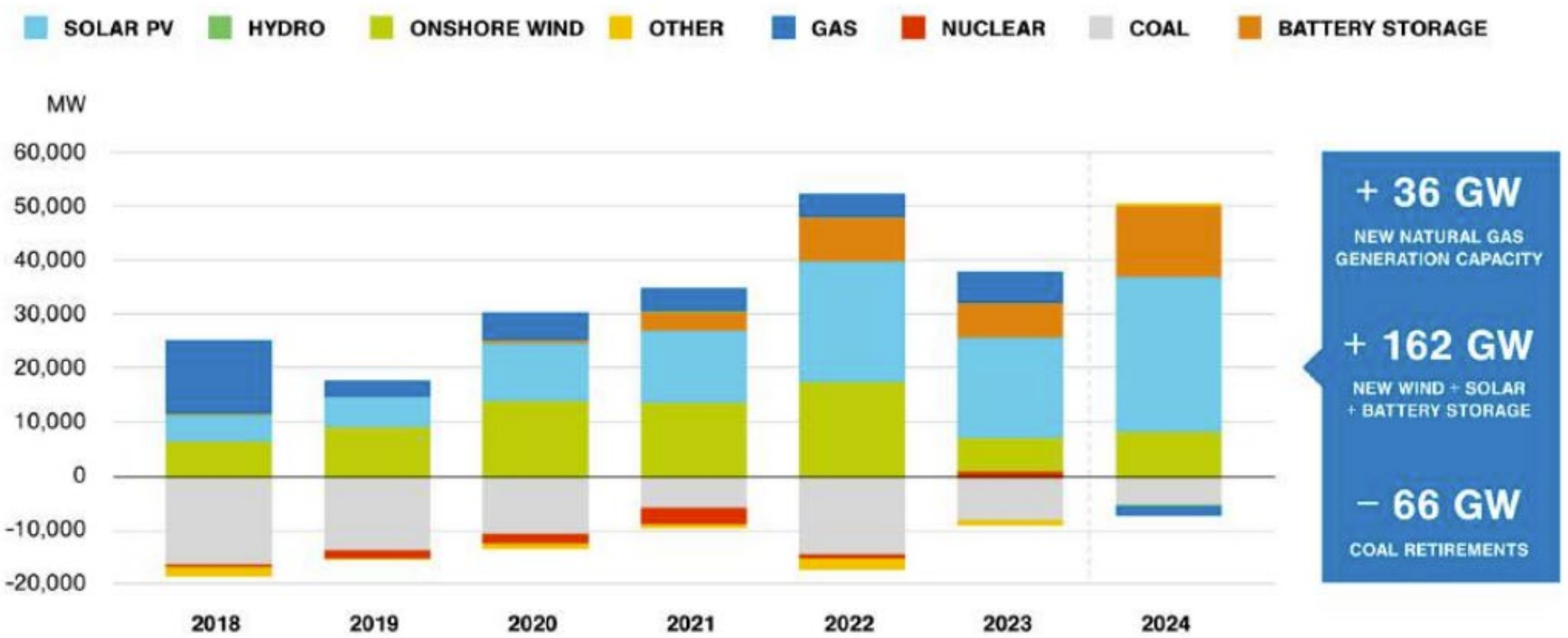
Hourly peak electricity demand in the Western Interconnection (Jun 1, 2019–Aug 31, 2024)





August 2, 2024, 7.1 million MWh of natural gas-fired electricity was generated; 6.8% more than 2023 summer

U.S. POWER GENERATION FUEL MIX
NET CHANGE IN THE U.S. GENERATING CAPACITY



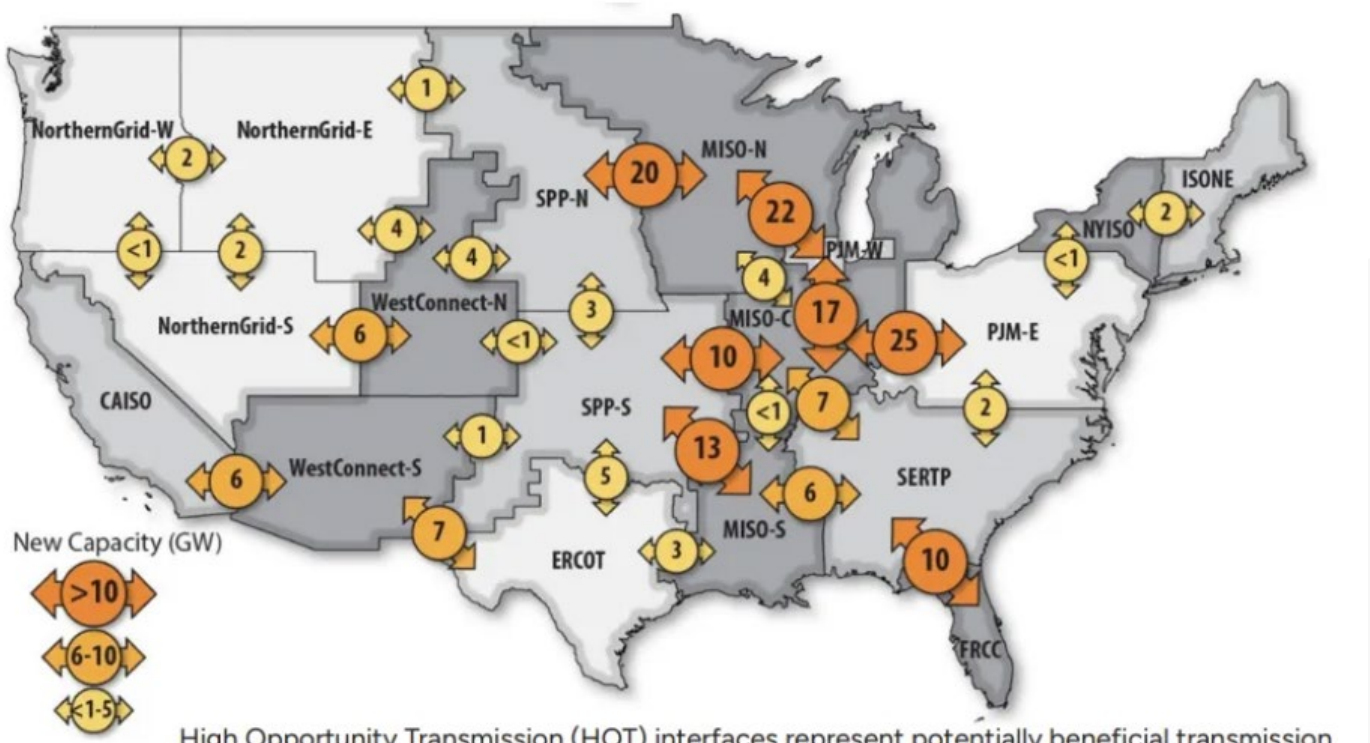
Coal retirements will limit ability of markets to switch from natural gas to coal in response to price signals

~50 GW of new wind, solar, and battery storage resources are expected to be online by end of 2024

Load growth spurred by bulk loads (data centers), EV, housing & electrification goals will provide opportunities for natural gas-fired generation

Transmission

DOE Transmission Planning Study



High Opportunity Transmission (HOT) interfaces represent potentially beneficial transmission capacity expansion between regions. Transmission projects that align with these HOT interfaces could serve as a starting point for accelerated transmission expansion studies.

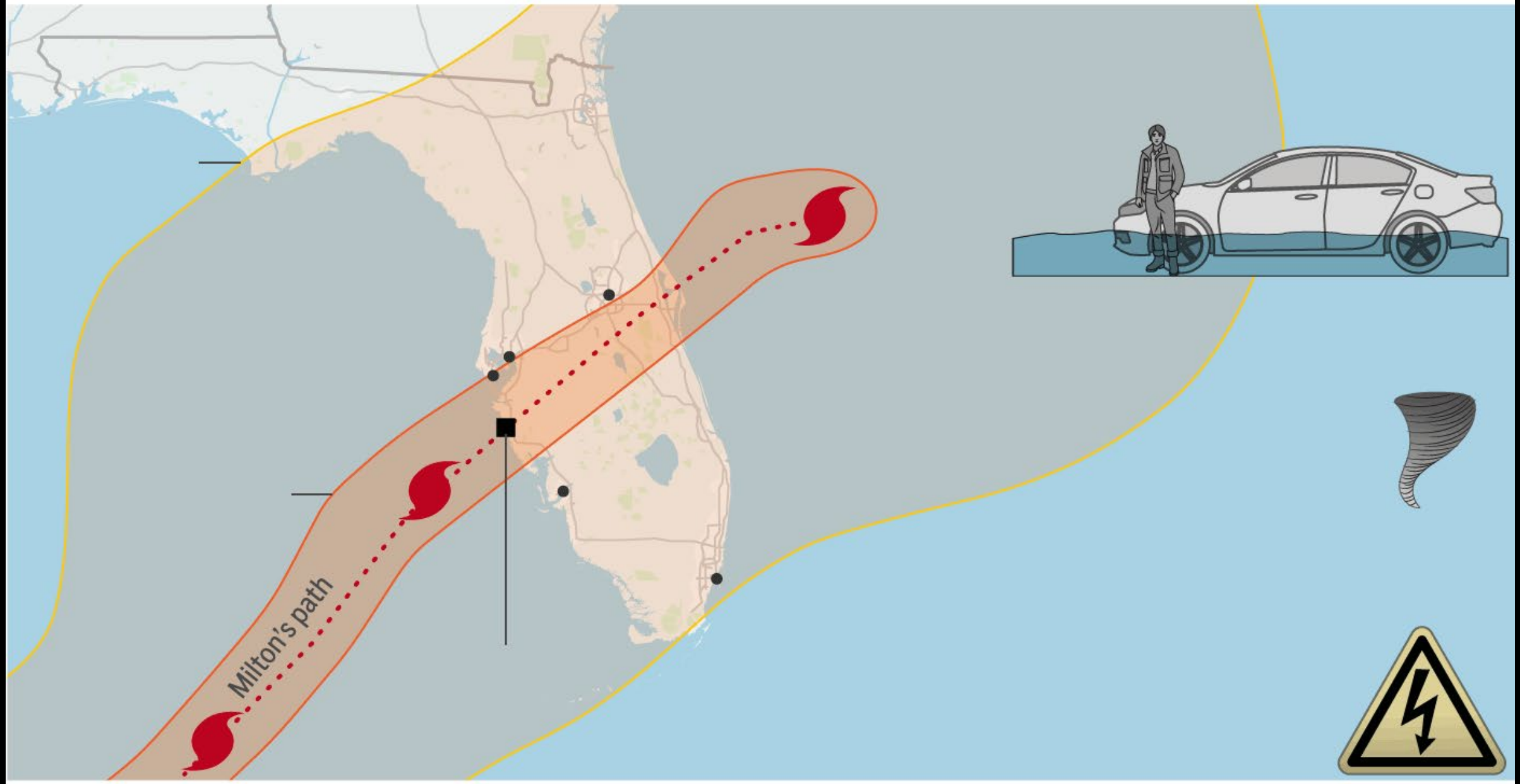
- Developed by DOE renewables and Pacific Northwest national laboratories
- Included 96 case studies with various sensitivities (demand, emissions targets, transmission technologies)
- Identified ‘high opportunity transmission’ interregional interfaces
- These HOT Interfaces provide a road map of areas that could be targeted for further study
- By 2050, an AC buildout would save $270 billion, a PTP expansion would save $380 billion and an HVDC buildout would save $490 billion and also cuts carbon emissions by 90% by 2035

Wildfire Preparedness

Critical Infrastructure

- Entities essential to public safety:
  - Emergency services sector, such as police and fire stations, emergency operations centers, communication towers
  - Government facilities sector, such as schools, jails, homeless shelters, community centers
  - Healthcare and public health sector, such as public health departments, hospitals, nursing homes, and blood banks
- Engage with PacifiCorp to identify Member critical infrastructure to minimize impacts during a PSPS

Extreme Weather


Milton's path

Resource Adequacy
Resource Sufficiency

Board of Directors

October 15, 2024

Matt Hastings

Topic Discussions

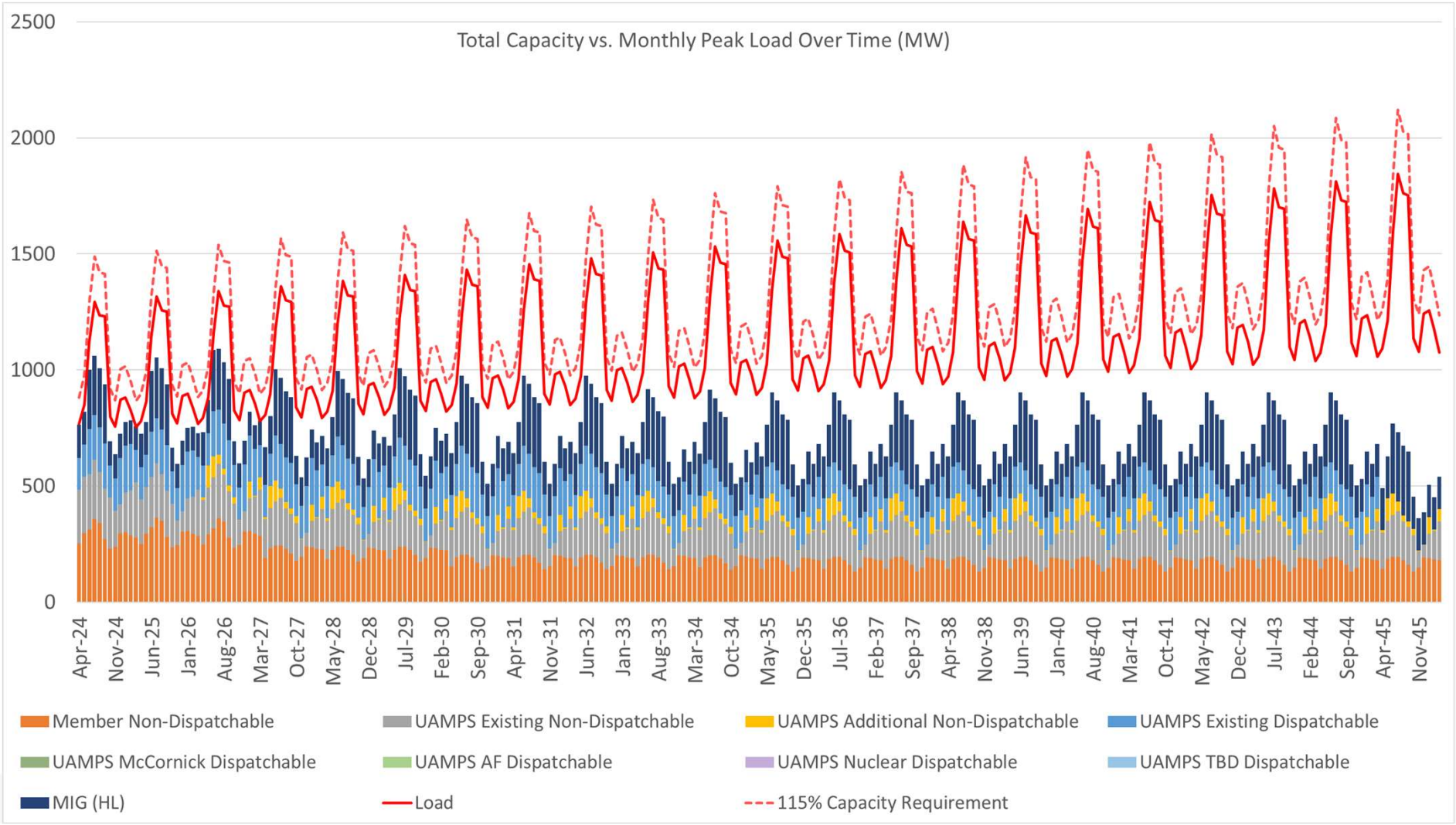
- Resource adequacy vs. resource sufficiency
  - Both important to UAMPS members
- EDAM Resource Sufficiency Evaluation explained
  - May 2026 impact
- WRAP explained
  - Industry movement and future impact to UAMPS

What's the difference?

- **Resource Adequacy** – the ability of the electric system to supply the aggregate electric power and energy requirements at all times, at the right locations
  - Future examination
  - Western Resource Adequacy Program

- **Resource Sufficiency** – the near-term sufficiency of resources and resource flexibility to meet load needs
  - Resource Sufficiency Evaluation for WEIM and EDAM

NG Projects Address Significant Capacity Need



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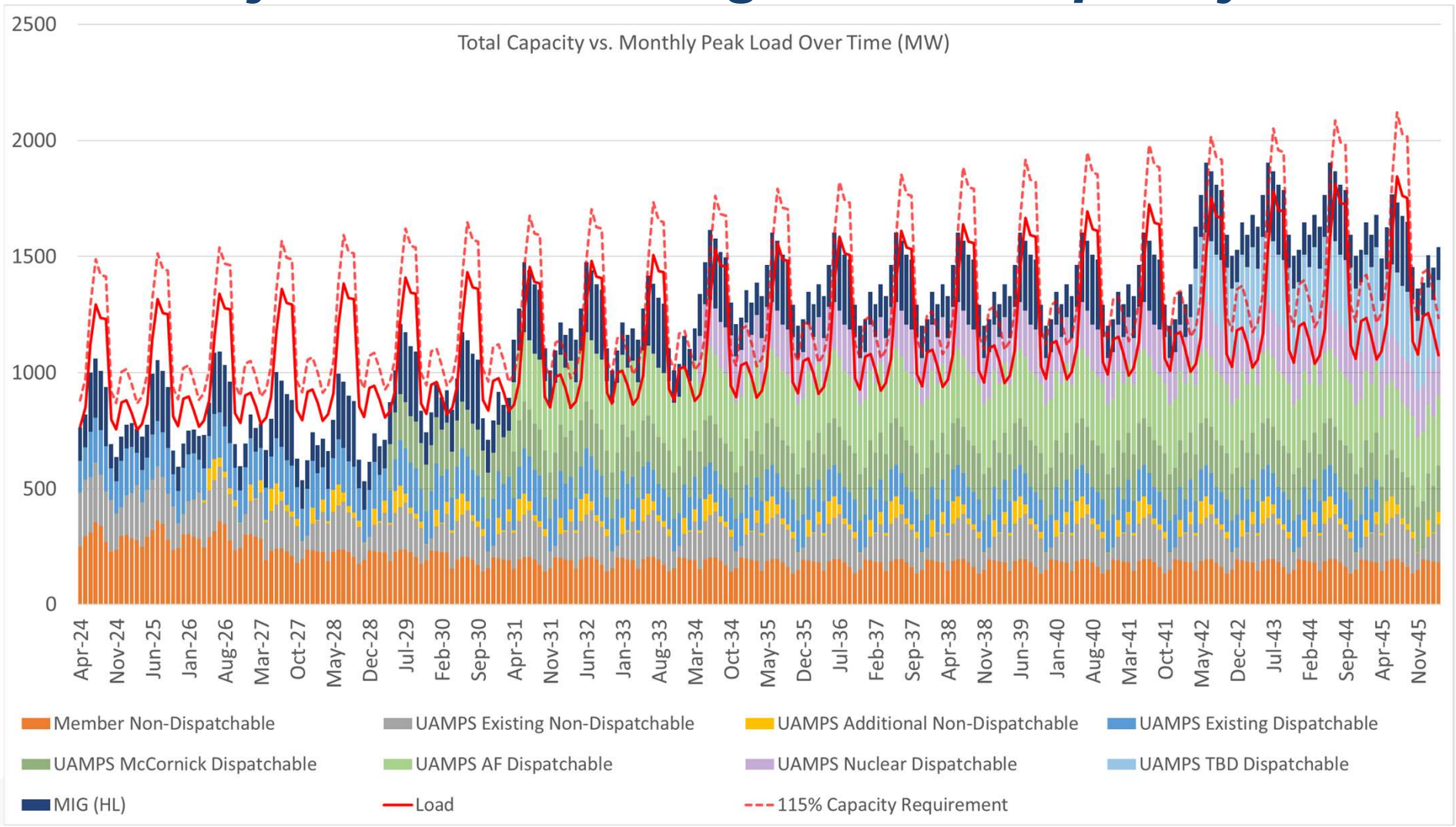


EDAM

- Extended day-ahead market
  - Expanding the Energy Imbalance Market to include day ahead optimization
- CAISO, PacifiCorp, and Balancing Area of Northern California are initial participants
- PGE, IPC, NVE, LADWP, BHE Montana, Black Hills Power have all indicated interest

EDAM in the Context of RSE

- Resource Sufficiency Evaluation (RSE) – a test that currently exists in WEIM to ensure balancing area authorities have sufficient resources
  - WEIM
  - EDAM

WEIM Construct

- Energy imbalance is a BAA function
  - PacifiCorp entered WEIM with the perspective that it was responsible for the RSE tests
    - Load Serving Entities (LSE) still need to come into hour ahead balanced

- Failing the RSE tests results in a BAA not getting credit for energy transfers, reducing EIM financial benefit for that hour

WEIM RSE Today

- Ensures that BAAs do not lean on each other
  - If no leaning, the WEIM footprint can be optimized from hour-ahead through real time
- Four tests ahead of each hour
  - Balancing
  - Capacity
  - Flexibility
  - Power Flow

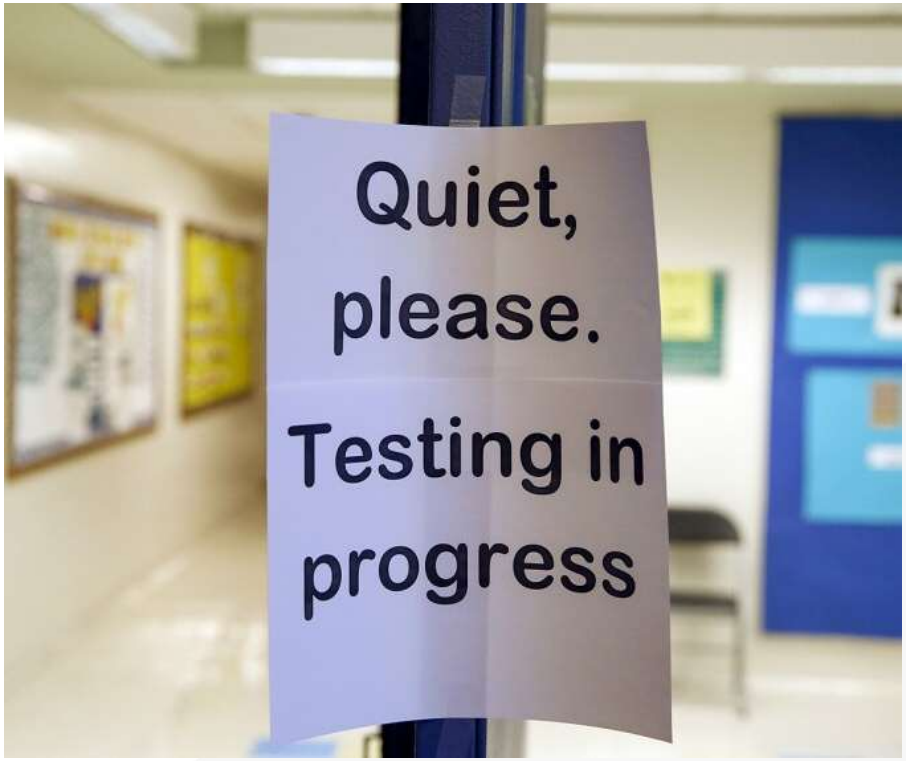
RSE Tests – BAA Level

- **Balancing** – does the sum of the resources match the forecast load
- **Bid Range Capacity** – does each BAA provide incremental bid-in capacity to meet the imbalance between load, intertie, and generation base schedules
  - Important to have participating resources to pass the test
- **Flexible Ramp Sufficiency** – required each BAA to have enough ramping flexibility over each hour to meet the forecasted change in demand and uncertainty
- **Power Flow Feasibility** – is it possible to get the resources to the load

EDAM RSE Starting 2026

- Requirements for each BAA
- PacifiCorp indicated that it will address leaning within the BAA
  - Even if the BAA passes the EDAM RSE, an LSE will be penalized for leaning on the BAA
  - If the BAA fails the EDAM RSE, CAISO penalties will be passed to the offending LSE
- Three tests
  - Demand evaluation
  - Imbalance reserves
  - Ancillary Services

EDAM RSE Tests



- **Demand Evaluation**
  - Sufficient resources for the forecast load
- **Imbalance Reserves Evaluation**
  - Is there an ability to bridge the typical error between day ahead and real time?
  - Each BAA must meet imbalance reserve up and down requirements
- **Ancillary Services**
  - Each BAA must meet the ancillary services requirements that are self imposed

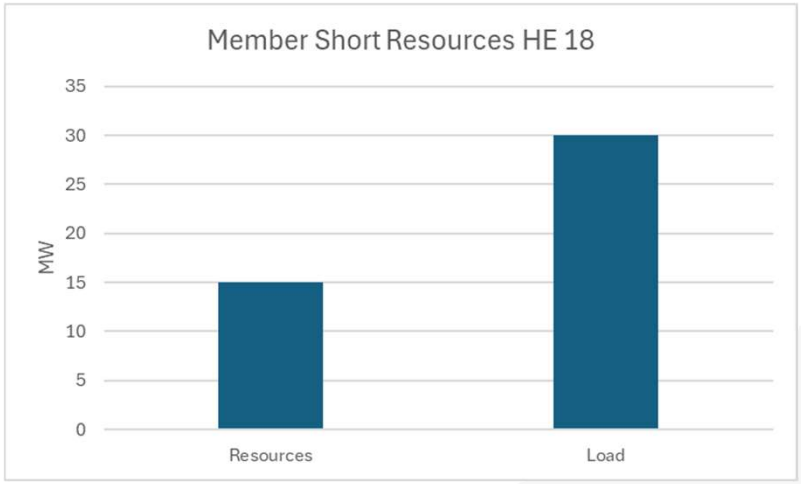
EDAM RSE Failure Surcharge

- Amount of imbalance, multiplied by the after LMP in the LAP, multiplied by 1.25 or 2, depending upon the degree of imbalance
- An EDAM area persistently failing the EDAM RSE will have one percent added to the EDAM RSE Failure Multiplier for each day in which failure occurs
- Proceeds shared amongst non-offending EDAM areas

UAMPS Allocation of RSE

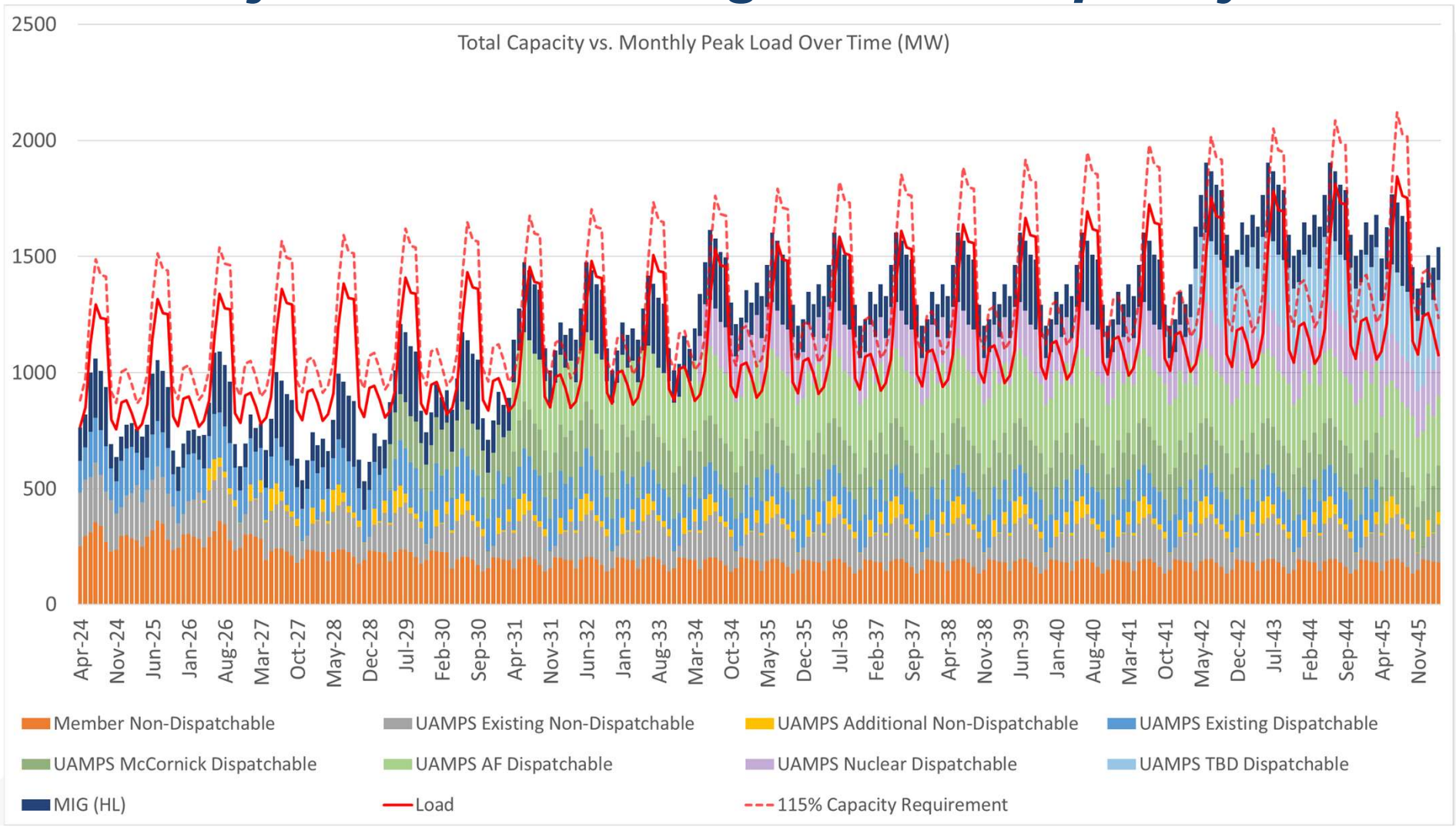
- PacifiCorp is prepping a website for LSEs to see if they will pass the RSE at the LSE level
- Based upon the LSE share of CAISO's Pac BAA forecast (less control over data)
- If failure is indicated UAMPS will need to procure a market purchase if it is available
- For scenarios where UAMPS is assessed an RSE penalty, staff will recommend a policy that the member(s) causing the failure pay for the penalty

UAMPS Allocation Example



- Short 15 MW * Energy Price * 1.25 multiplier
- In the case of $100/MWh energy price = $1,875 penalty
- Would additionally pay for the shortage through EDAM load settlement

NG Projects Address Significant Capacity Need



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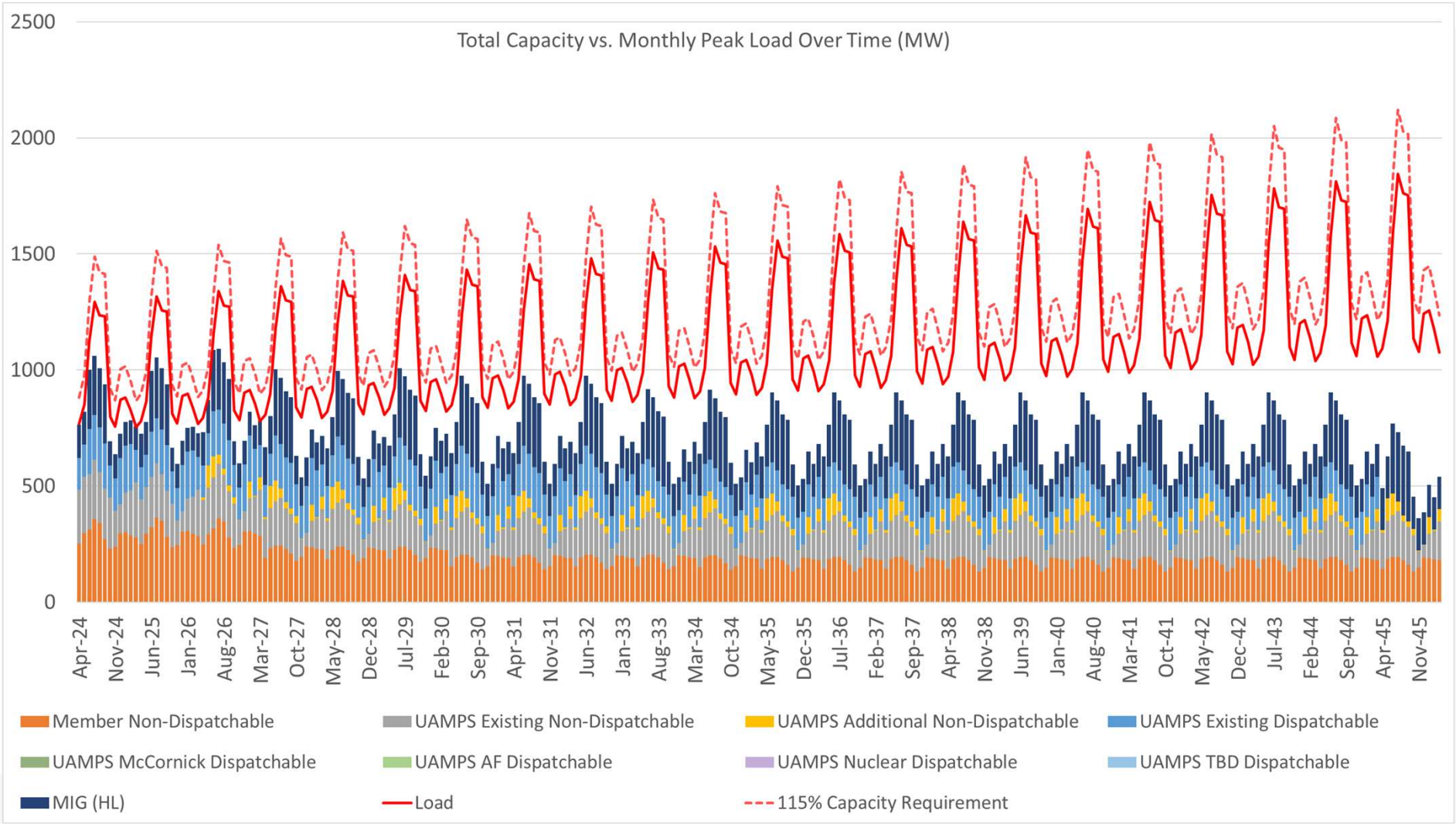


EDAM RSE Summary Message

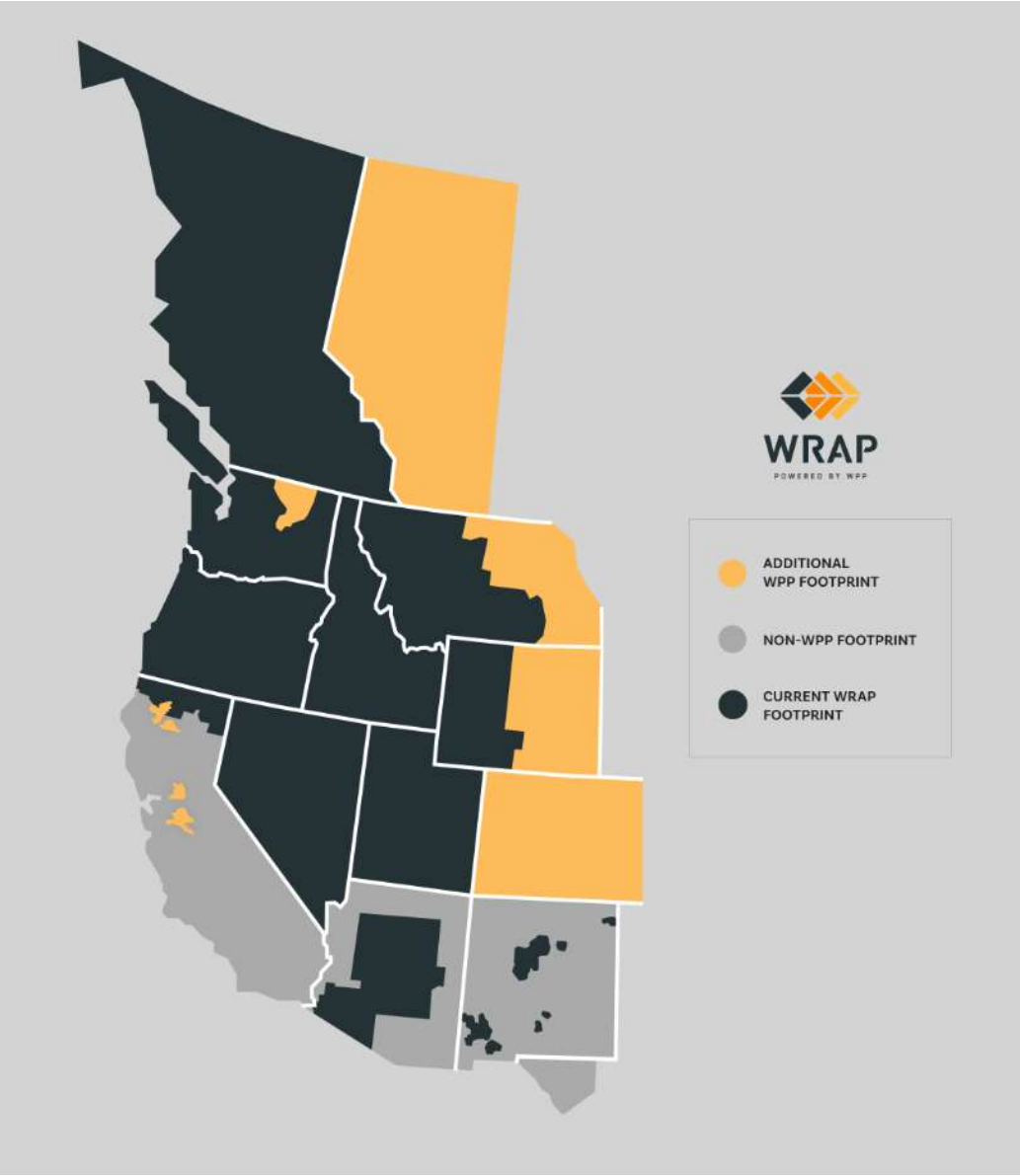
- Important to have balanced, flexible resources
- Resources will need to be EDAM Participating Resources to be recognized for the RSE test
  - Smaller MIGs will not qualify without inclusion in the CAISO network model
- In the event UAMPS is assessed a penalty, UAMPS staff recommendation is to pass it on to members based upon RSE failure causation principle

Benefits of UAMPS Joint Action

- Diversity of resource availability hour to hour
- 1.25 vs 2 multiplier for penalty
  - Would likely always be 1.25 with a larger group
- Options through Pool, a Capacity Pool, or All Requirements Pool

What is WRAP?

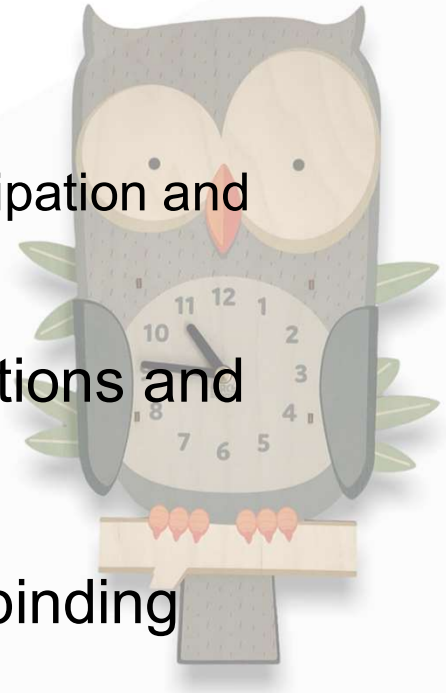
- Western Resource Adequacy Program
  - Regional reliability planning program throughout the west
  - Started at the request of Western Power Pool's customer utilities that were concerned about resource adequacy in the west



WRAP Requirements

- Participants much show the organization that they are resource adequate a season in advance
- Benefit is that if something happens operationally, members are able to lean on each other
- Significant requirement to show resource adequacy
  - Significant penalty if not able to show resource adequacy

WRAP Timing



- FERC approved tariff February 10, 2023
  - Enabled WRAP to set terms and conditions for participation and governance changes
- Gradual transition, phasing in compliance obligations and penalties over time
- Participants can choose the season to start the binding program, going through 2028
  - Through 2028 will have discounted compliance charges for binding participants, while having access to pooled resources

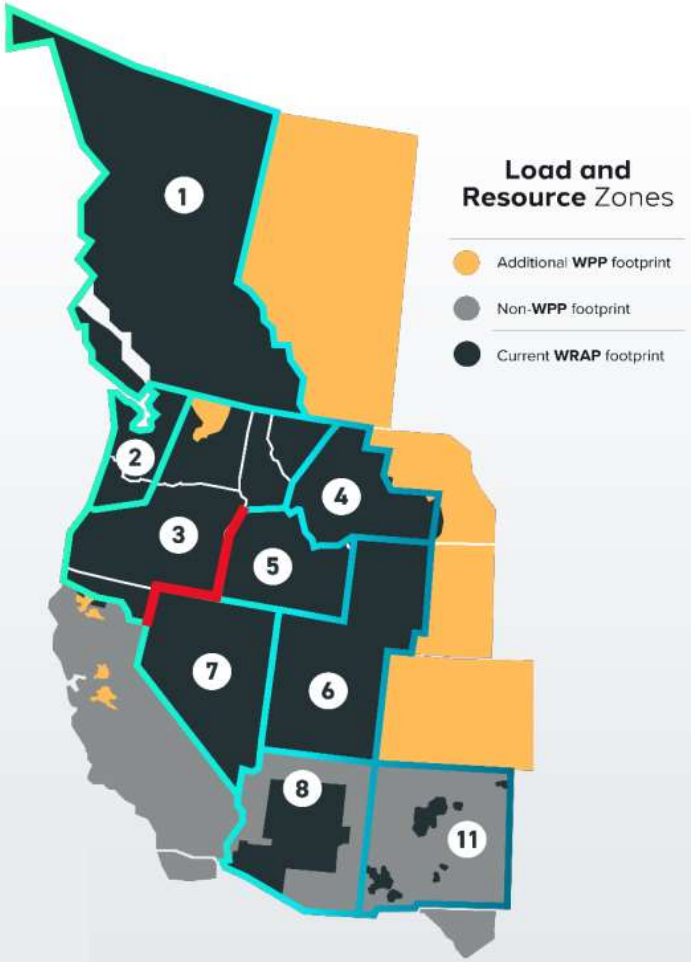
WRAP Governance

- Governed by independent board of directors at WPP
- Resource Adequacy Participant Committee (RAPC)
- Program Review Committee (PRC)
- Committee of State Representatives (COSR)
- Southwest Power Pool (SPP) serves as program operator
  - Technical role
  - Analytics and modeling

Forward Showing and Operational Program

- Forward Showing
  - 7 months ahead of winter and summer seasons
  - Required regional capacity
  - Each participant's share
    - Planning reserve margin
  - Different resources have associated accreditation
- Operational Program
  - 1 week to 90 minutes ahead of real time
  - Variable resources, weather events create surpluses and deficits

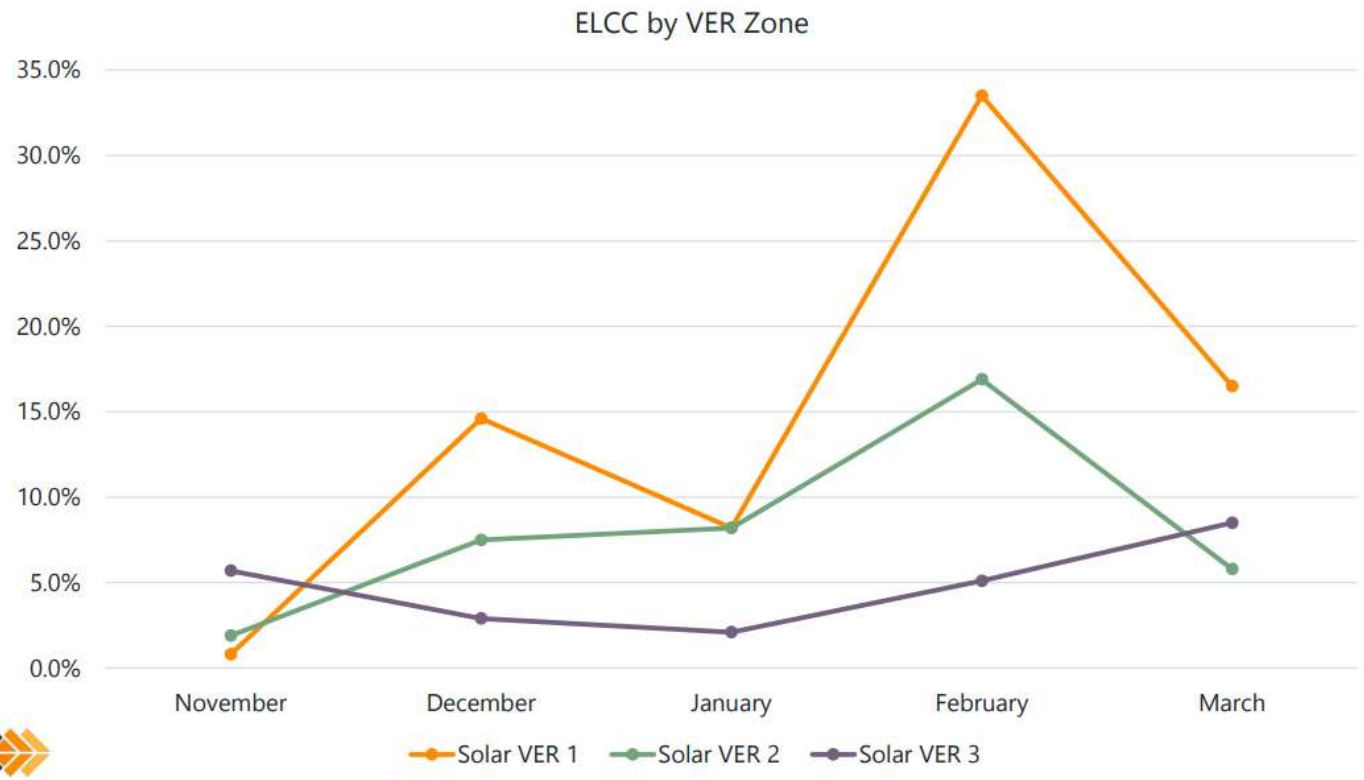
Load and Resource Zones

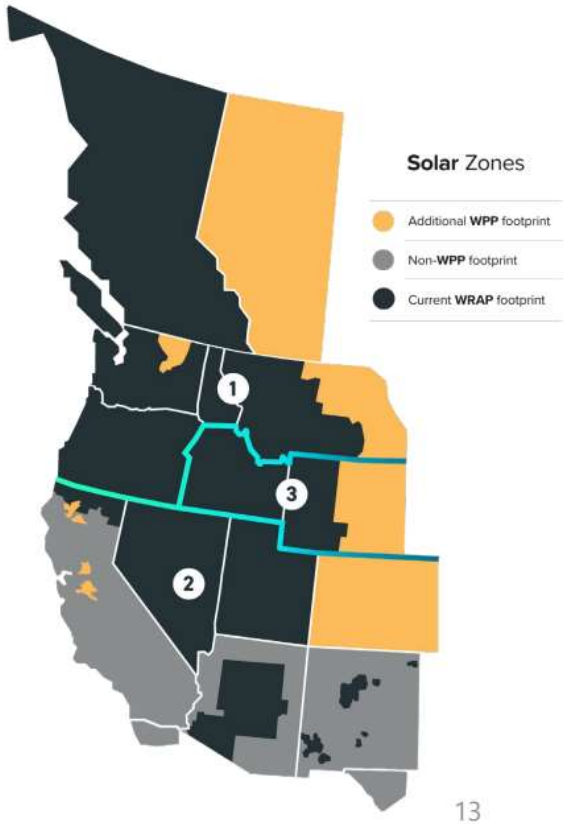


Subregion	Zone	Geographical Description
MidC	Zone 1	British Columbia
	Zone 2	West of Cascades
	Zone 3	East of Cascades
	Zone 4	NorthWestern
SWEDE	Zone 5	Idaho Power
	Zone 6	PacifiCorp East
	Zone 7	Nevada
	Zone 8	Arizona
	Zone 11	New Mexico

WRAP
POWERED BY WPP

Solar ELCC - Winter

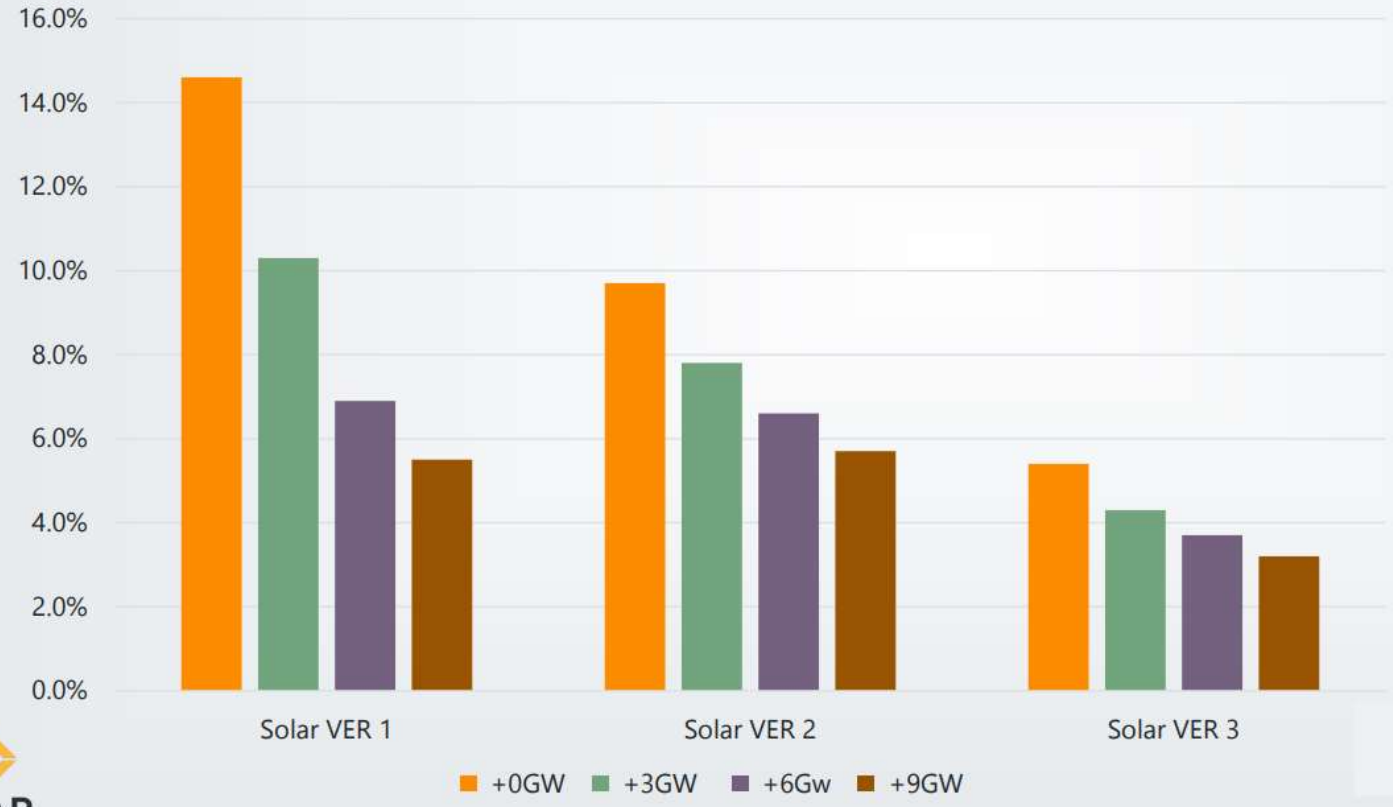


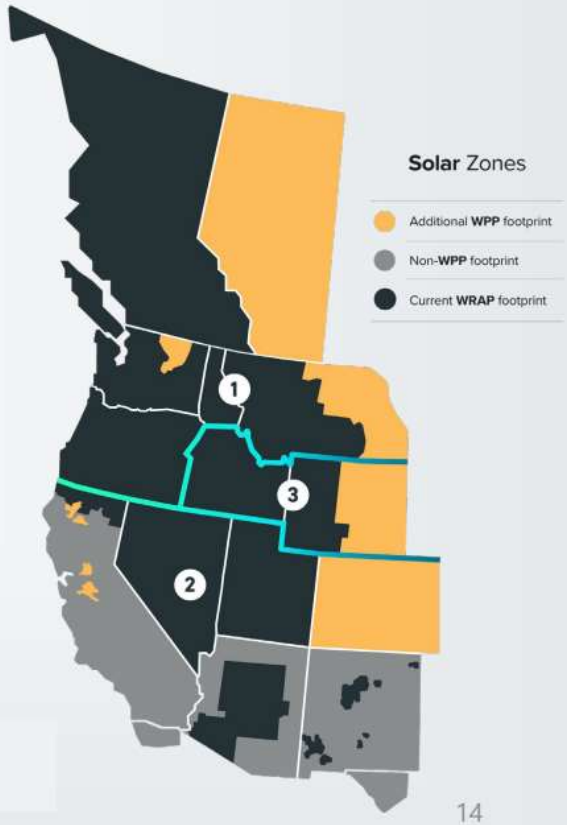


WRAP
POWERED BY WPP

Solar ELCC

Solar at Incremental GW Installations





WRAP
POWERED BY WPP

Deficiency Charge Methodology Reflecting Example from WRAP Feb-22 Cost of New Entry (CONE) Proposal

Consistent with Feb-22 CONE Proposal, Example Charges Assume:

- CONE = $92/kW-yr
  - $92,000/year for each MW for each year
  - $10.50/MWh for 8760 gen
- Summer & Winter CONE Factor = 150%

CONE Factor determined based on regional deficit:

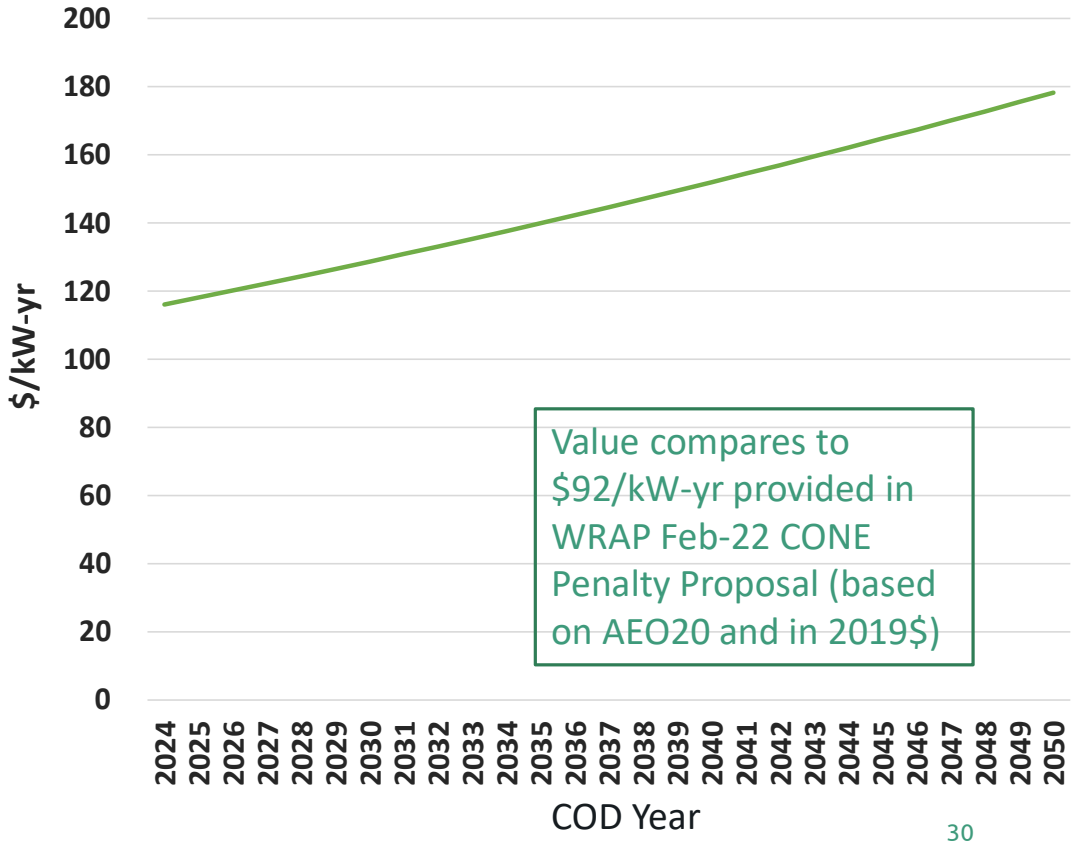
- <=1%: 125%
- 1%-2%: 150%
- 2%-3%: 175%
- >3%: 200%

Deficiency Charge Methodology
Reflecting Example from WRAP Feb-22 CONE Proposal

Period	Charge Basis	WRAP Example Deficiency	WRAP Example Charges ($000)
Summer Max (Jul)	Deficiency x CONE x Summer CONE Factor	40 MW	$5,509
Other Summer Months: • Jun • Aug • Sep	Deficiency x CONE/12 x 200%	 20 MW 10 30	 $306 $153 $459
Winter Max (Jan)	Incr. Deficiency (over summer) x CONE x Winter CONE Factor	50 MW (10 MW incr.)	$1,377
Winter Months: • Nov • Dec • Jan • Feb • Mar	Deficiency (for maximum, amount not captured above) x CONE/12 x 200%	 0 MW 0 50 (40 net) 10 0	 $0 $0 $612 $153 $0
Total Charges			$8,569

Cost of New Entry Projection

- Levelized cost of capacity calculation through time
- CONE penalty will increase as the cost of new plants increases



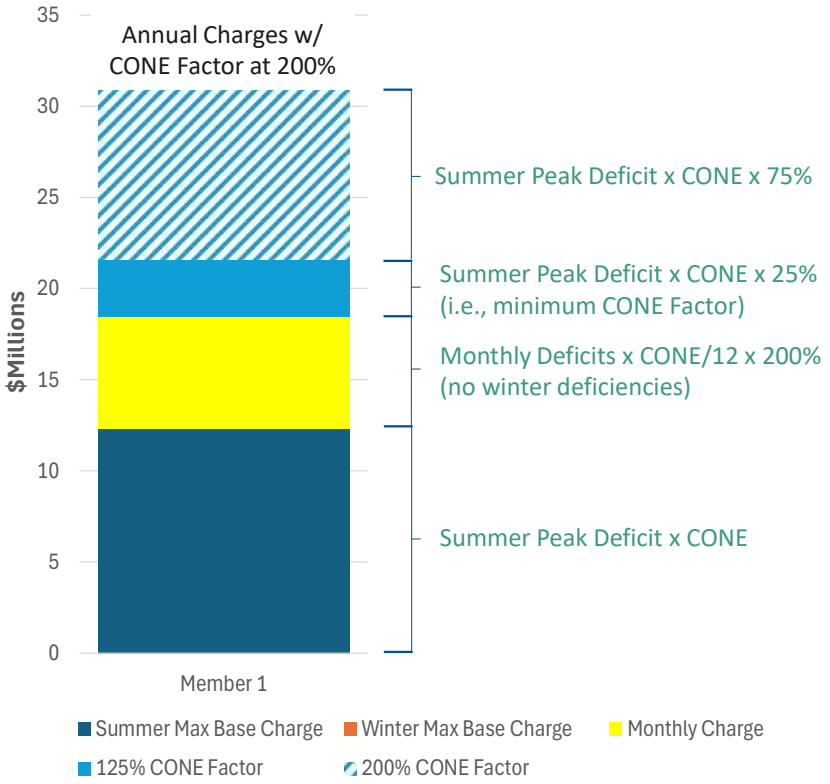
Deficiency Charge Projection
Assumptions

Concept	Summer	Winter	Assumption Notes / Source
CONE Factor	125%	125%	Reflects small to non-existent regional deficit; likely optimistic
Qualifying Cap Credit (QCC):			
• Coal	95%	95%	Approx. discount for forced outages
• NGCC	95%	95%	Approx. discount for forced outages
• NGCT	95%	95%	Approx. discount for forced outages
• MIGs	90%	90%	Uncertain but likely optimistic
• Hydro	50%	20%	Approximate seasonal value
• Firm Purchases	100%	100%	Uncertain depending on firmness
• Solar	25%	10%	Approximate seasonal value
• Wind	20%	30%	Approximate seasonal value
PRM	15%	15%	Approximate seasonal value
Load Characteristics	Based generally upon FY2023-24 hourly loads		

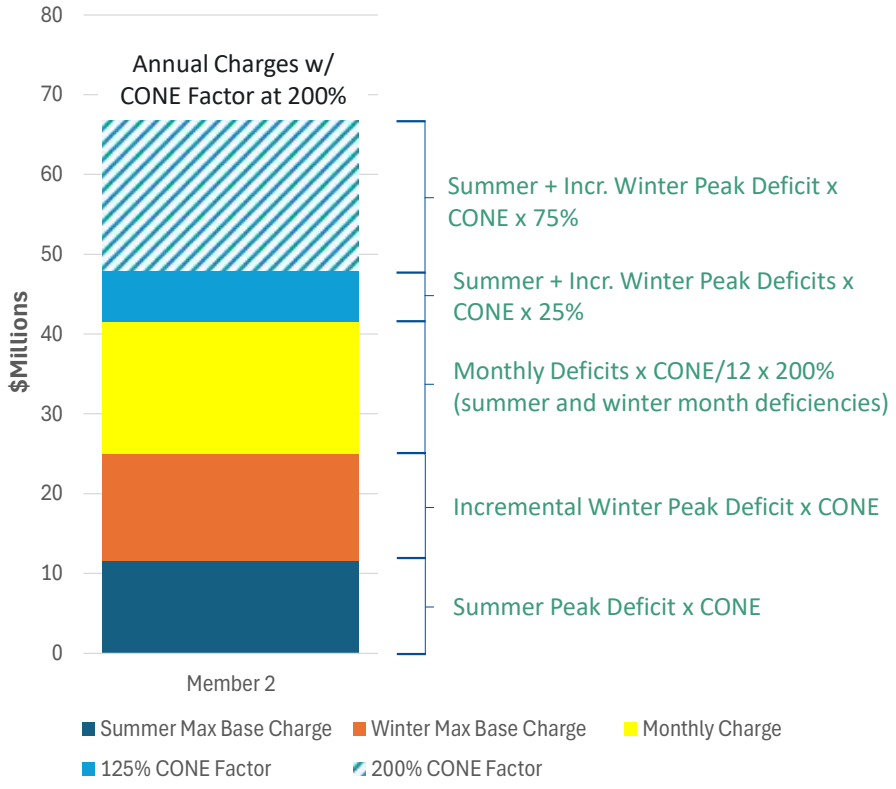
- QCC values are highly uncertain and will likely reflect monthly variation
- Longer-term historical loads for 16 members suggest:
  - Summer monthly deficiencies (relative to summer max) will be larger
  - Winter deficiencies appear likely to be similar

Deficiency Charge Projection
Example Charge Components Discussed Herein

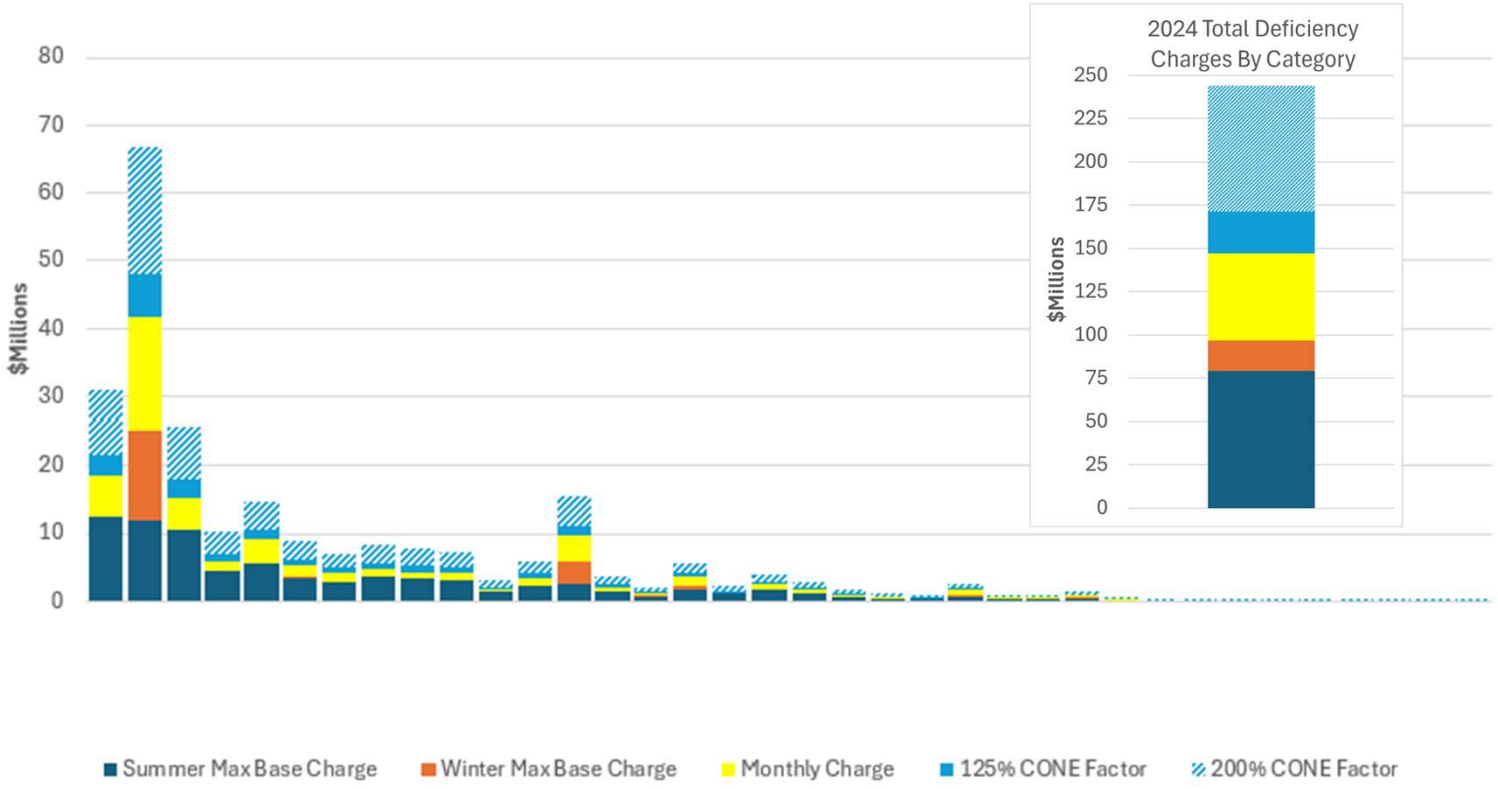
Member 1 (Significant Summer but No Winter Deficiencies)



Member 2 (Significant Summer and Winter Deficiencies)

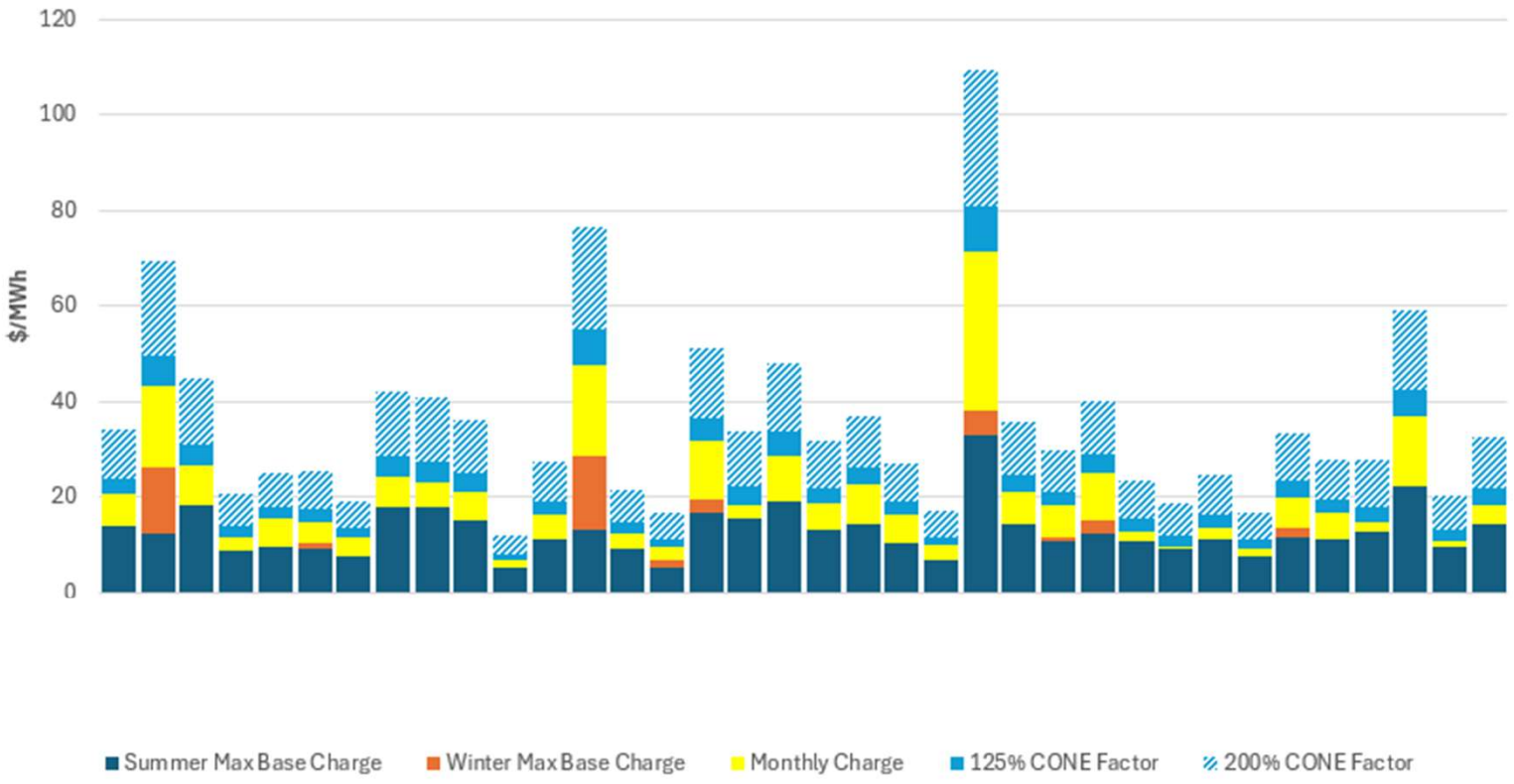


2024 Deficiency Charges By Member
$Millions



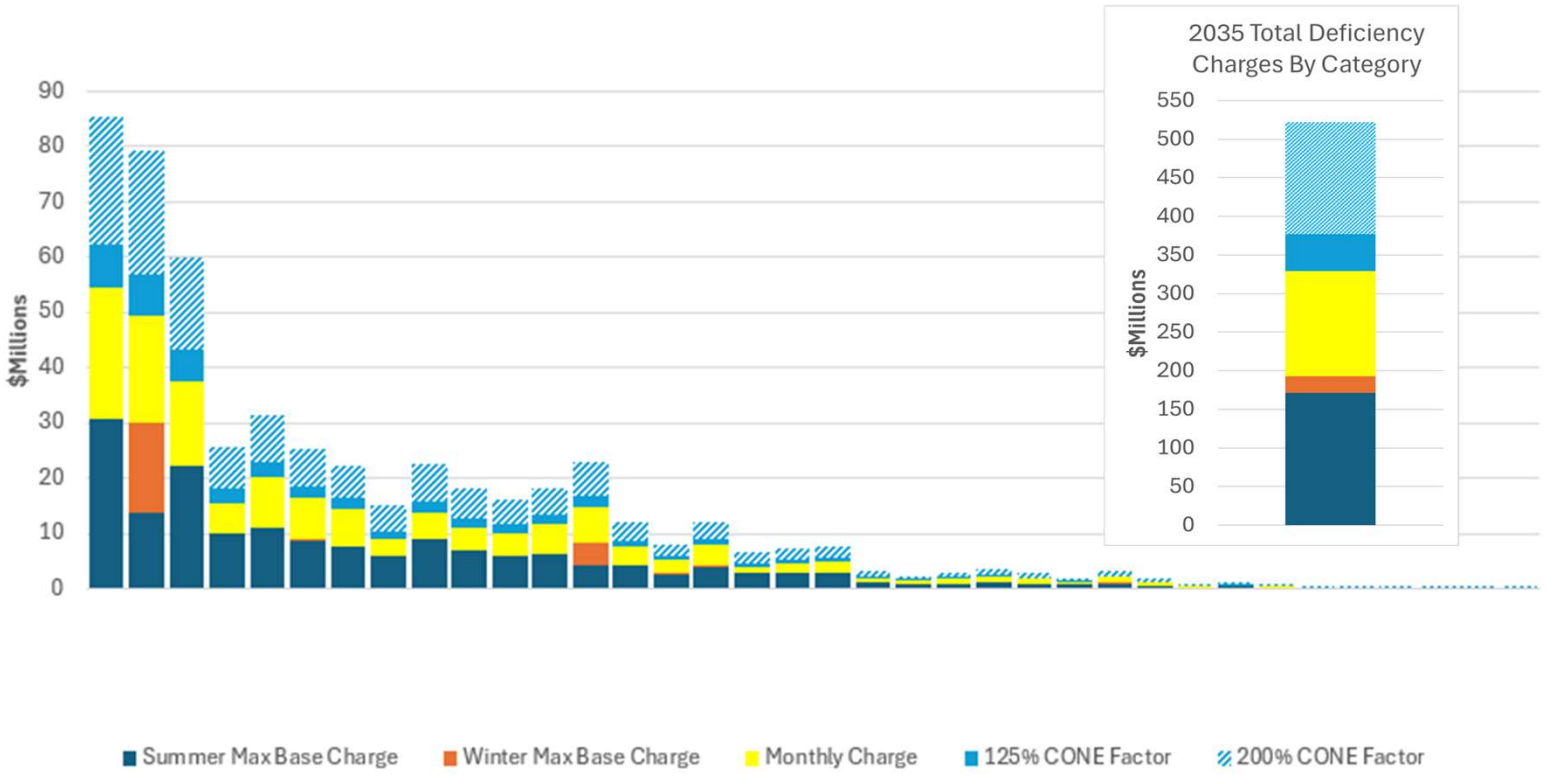
- Total Deficiency Annual Charges Across Members
  - 125% CONE Factor: $171M
  - 200% CONE Factor: $244M

2024 Deficiency Charges By Member $/MWh



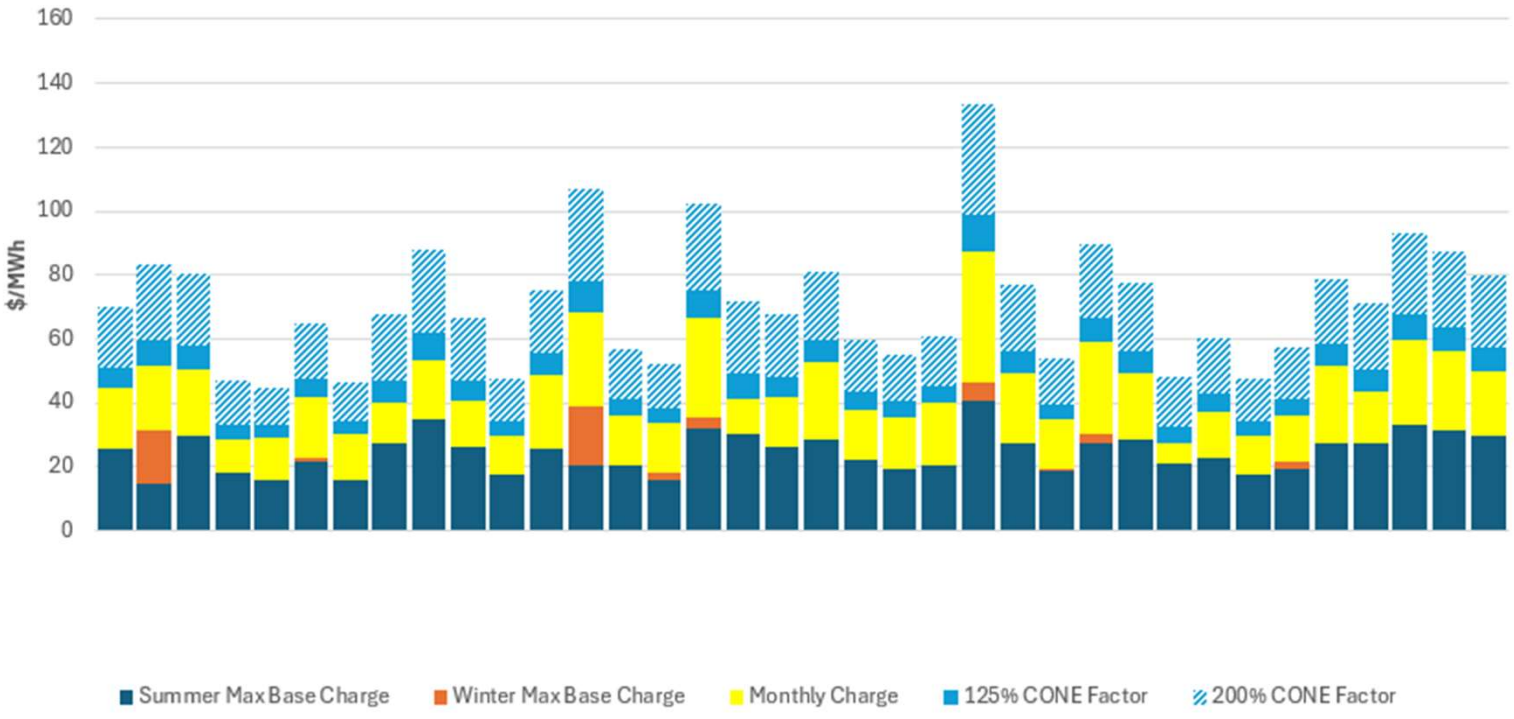
- Average Annual Deficiency Charges Across Members
  - 125% CONE Factor: $24/MWh
  - 200% CONE Factor: $35/MWh

2035 Deficiency Charges By Member
$Millions



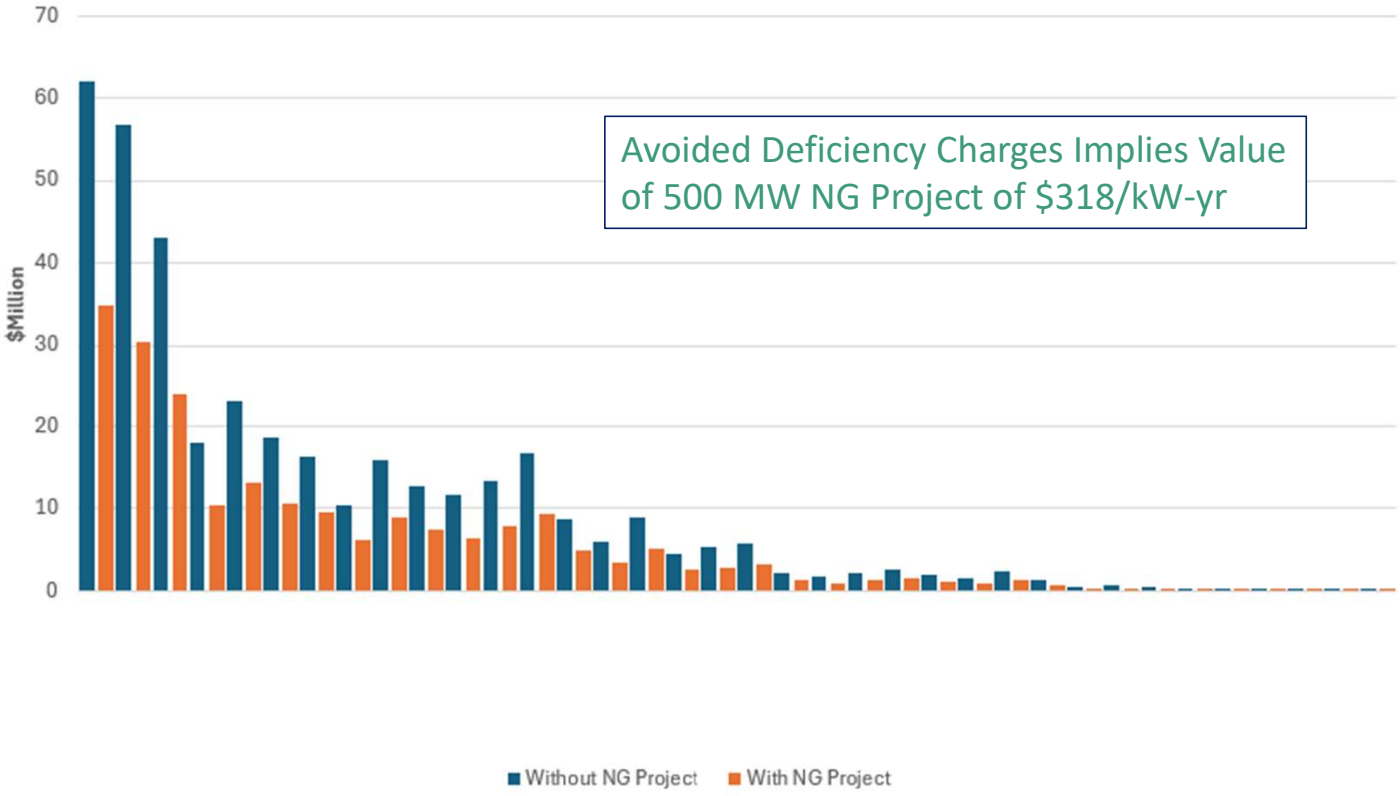
- Total Deficiency Annual Charges Across Members
  - 125% CONE Factor: $377M
  - 200% CONE Factor: $522M

2035 Deficiency Charges By Member $/MWh



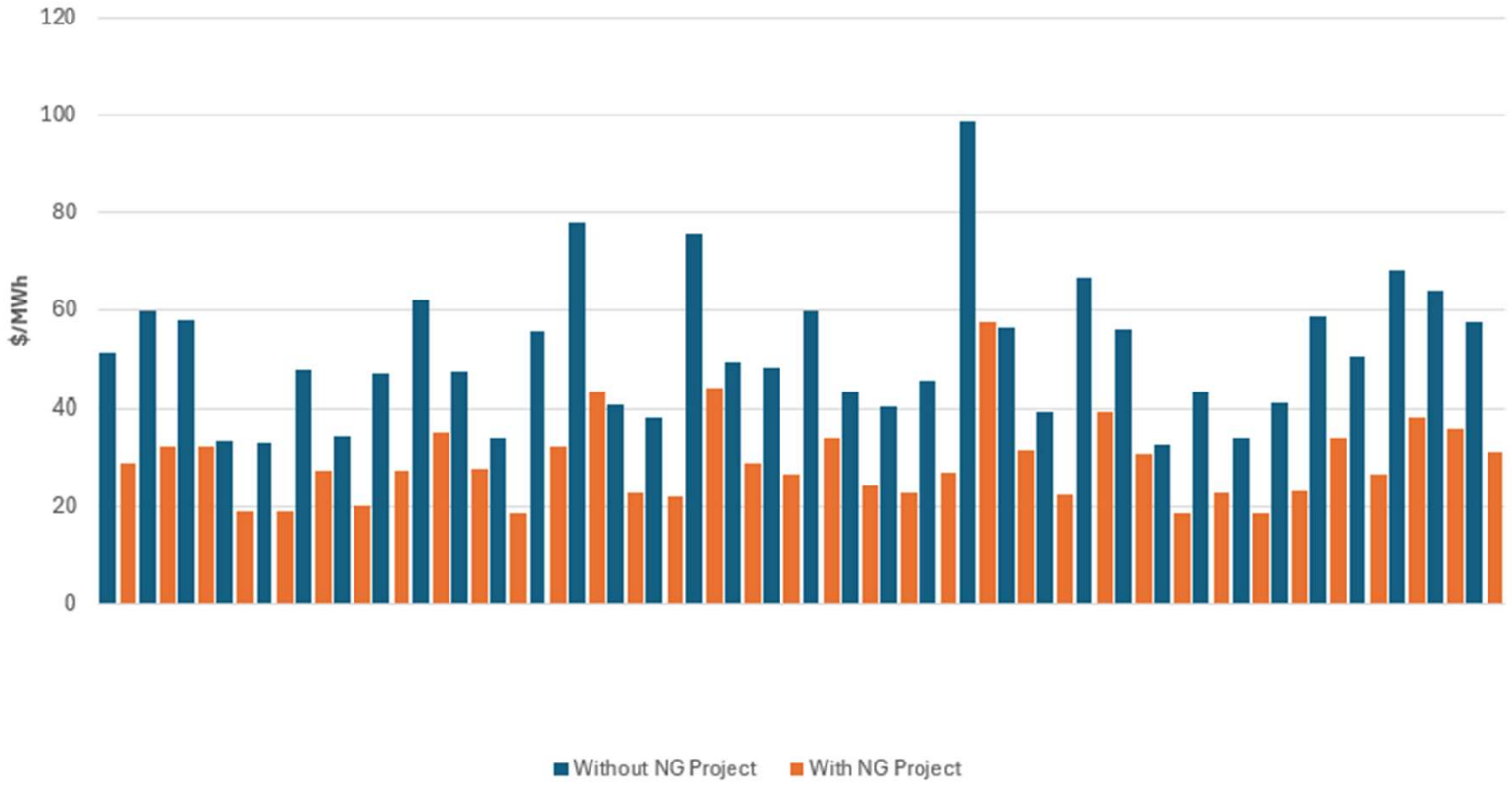
- Average Annual Deficiency Charges Across Members
  - 125% CONE Factor: $51/MWh
  - 200% CONE Factor: $71/MWh

2035 Deficiency Charges With and Without NG Project



- NG Project
  - 300 MW NGCC
  - 200 MW NGCT
- Average Cost by Scenario:
  - Without NG Project: $377M
  - With NG Project: $218M
  - Difference: $159M
- Subscriptions from NG Project Based on Maximum Deficiency in 2035

2035 Deficiency Charges With and Without NG Project ($/MWh)



- Average Cost by Scenario:
  - Without NG Project: $51/MWh
  - With NG Project: $28/MWh
- Subscriptions from NG Project Based on Maximum Deficiency in 2035

WRAP Summary Message

- Significant cost exposure under WRAP
- Reaching out to PacifiCorp for understanding of their plan for LSEs under WRAP
- Regardless of WRAP result, the future will require LSEs to be resource adequate
  - Best hedged course of action is participation in new natural gas plants

Reminder: EDAM RSE Summary

- Important to have balanced, flexible resources
- Resources will need to be EDAM Participating Resources to be recognized for the RSE test
  - Smaller MIGs will not qualify without inclusion in the CAISO network model
- In the event UAMPS is assessed a penalty, UAMPS staff recommendation is to pass it on to members based upon RSE failure causation principle

Project Development

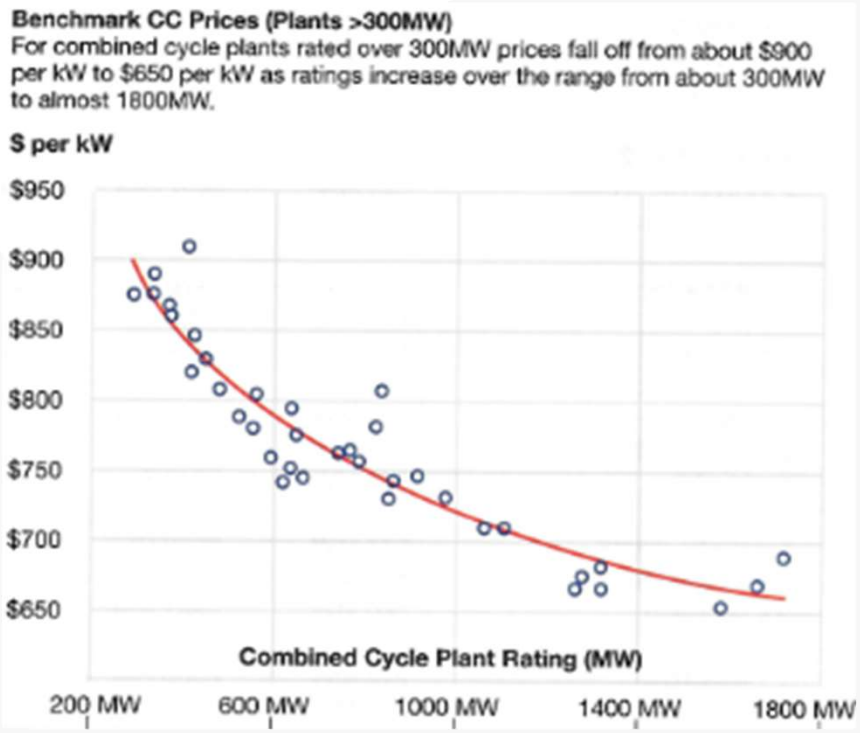
Scott Messersmith

Project Development Review

- Impressions from 4 months of UAMPS
- Lessons learned from the Natgas generation projects
  - New challenges to project development
    - Longer lead items
    - Transmission Unknowns
    - Contracting changes
- What tools can help the process?

Impressions from first 4 months

- Scale always helps
  - Tough to get a small slice of projects
  - Projects are getting larger in scale
  - What benchmark are we using for energy costs?
- We've collectively never seen a situation like the one we're in
- Our advantage - cost of capital and cooperation



Project Financing – Difference

- Cost of capital – 4.5% vs. ~9%

  Representative RICE Project

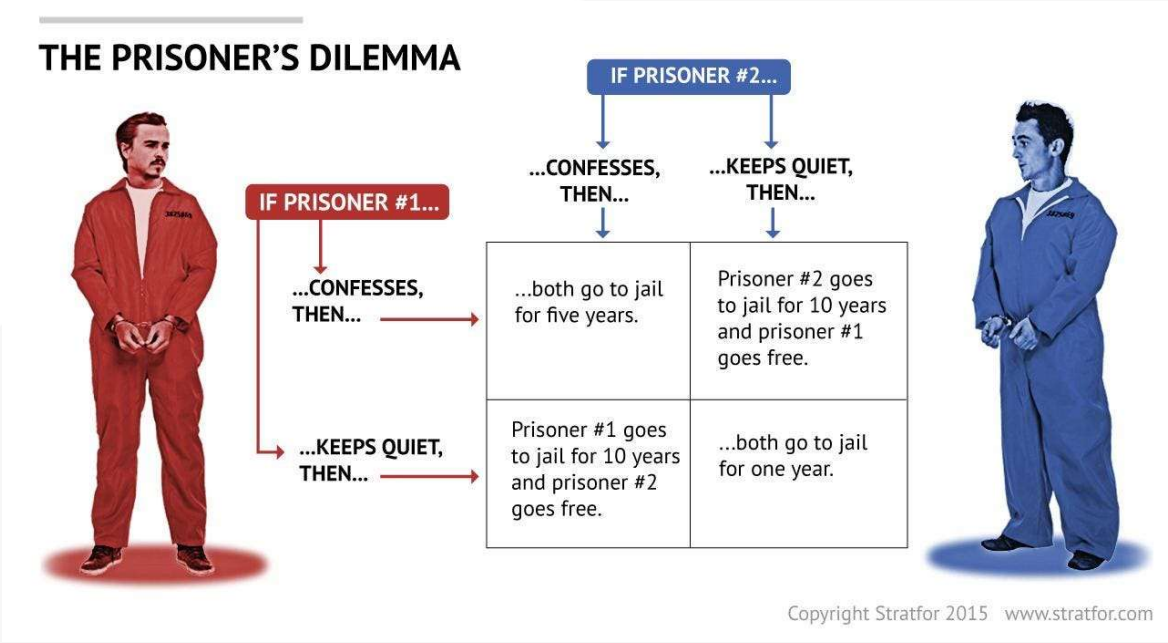
  4.5% project = $123/MWh

  9.0% project = $154/MWh

- Tax Benefits
  - Property taxes
  - State/Fed Taxes
  - Elective pay provided direct payments

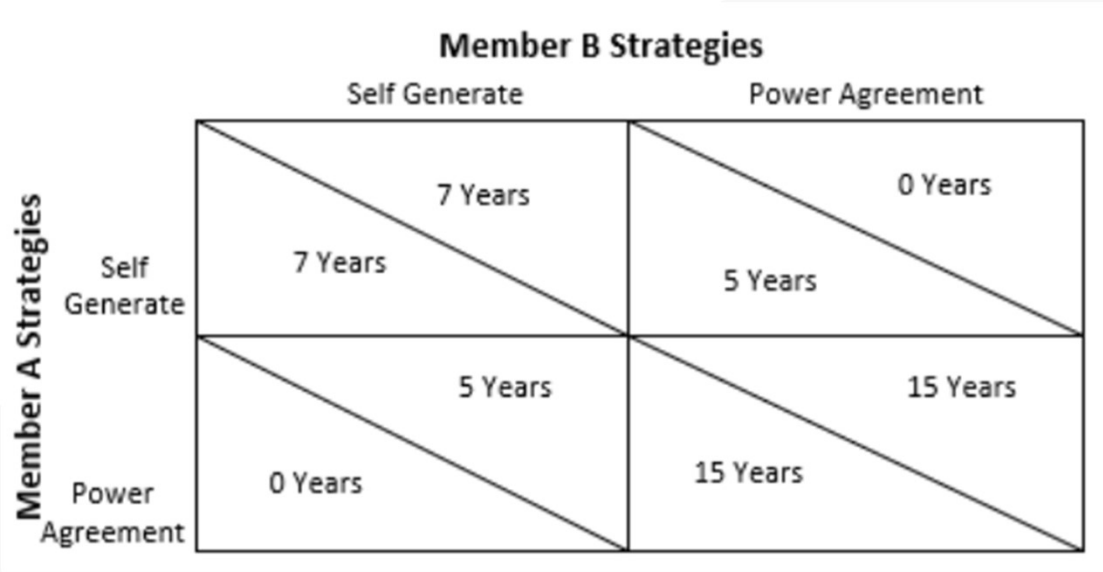
Cooperation – A Collective Action Problem?

- Form of “game theory”
- Nash Equilibrium
- Welcome to UAMPS!



UAMPS Example

- Membership has this dynamic
- Similar examples exist: Whether price, redundancy or length of time a member could utilize a resource



UAMPS Example

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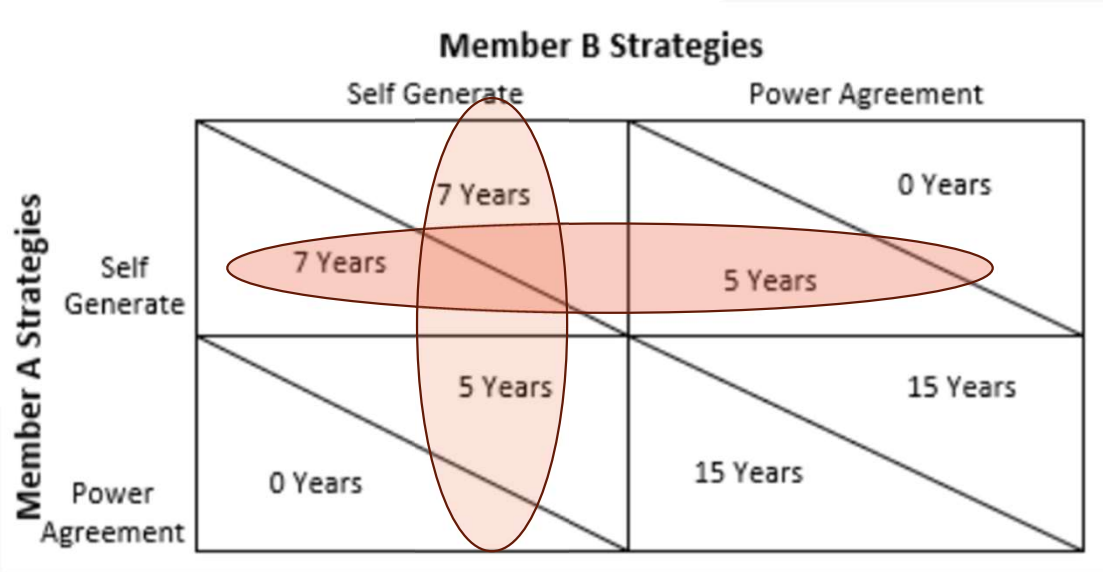
- The Nash Equilibrium exists in this scenario



UAMPS Example

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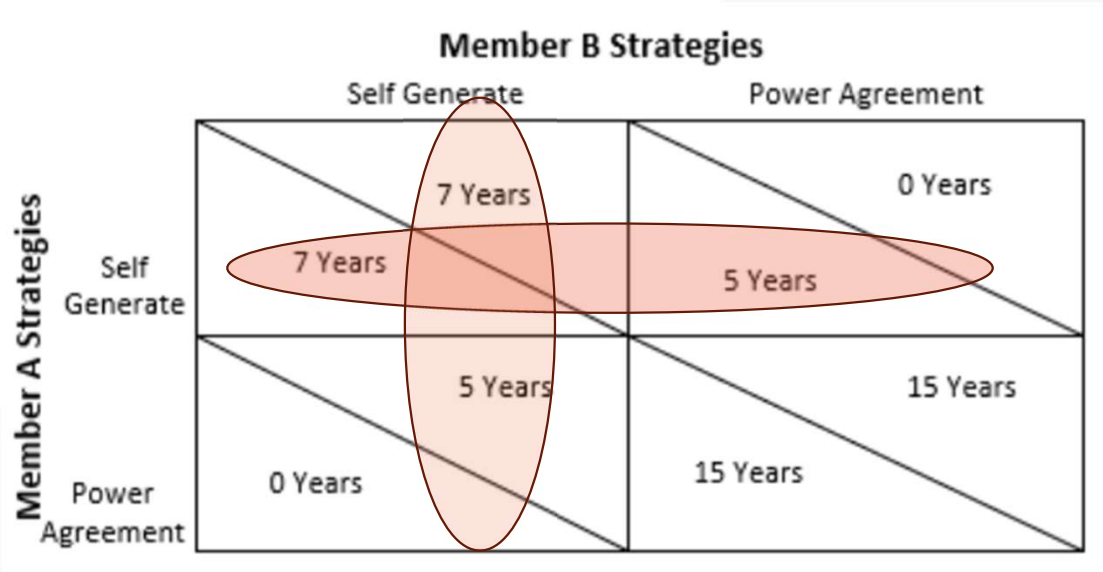
- The Nash Equilibrium exists in this scenario
- How do we prevent it?



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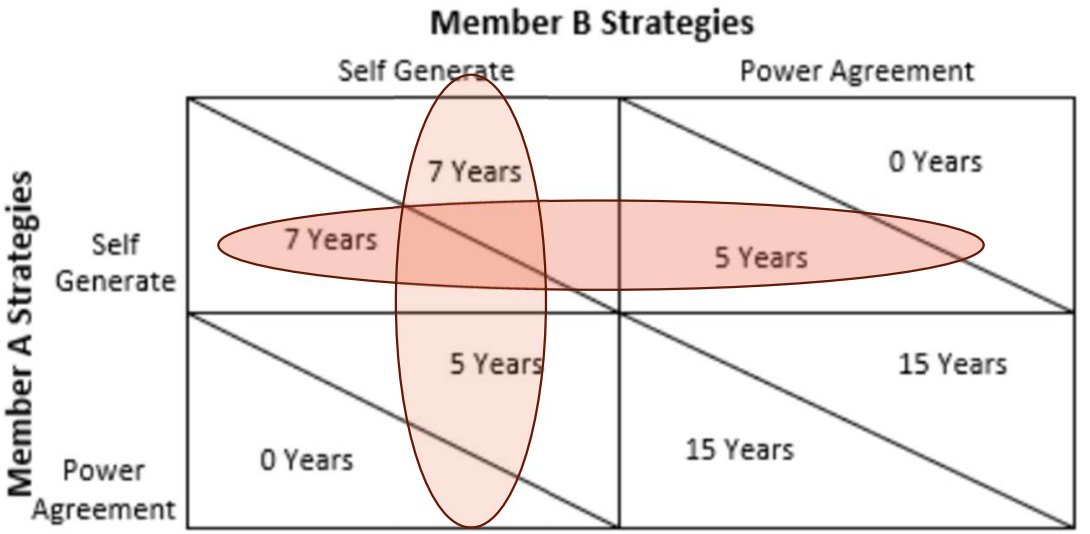
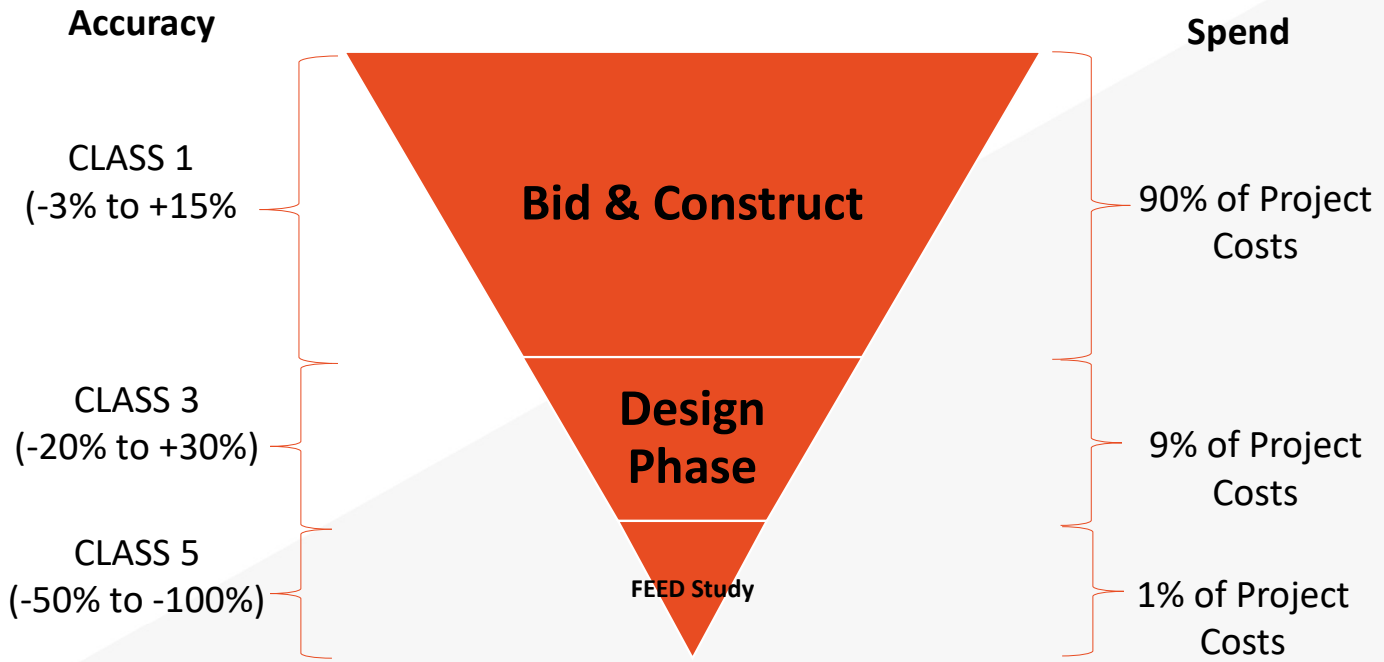


We create transparency for decisions, but we also use the rules of resource adequacy

Development Challenges



TASK	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026	Q1 2027	Q2 2028	Q3 2028

PROJECTED NEARTERM CASHFLOW MILESTONES/AMOUNTS*

Land

- $200k – Landowner Options
- $150k – RICE Landowner Acquisition

Eng

- $700K – RICE PDR Study
- $500K – Misc Studies
- $150K – RICE Air Permit
- ~$1.2M – CCGT PDR Study

Trans

- $10M – Pacificorp Study
- Pacificorp Cluster Study Complete

Equip

- $1.1M – GSU/HV BKR Procurement
- $1.5M – LNTP Work
- $19.5M – Major Equip

EPC

- RICE EPC PROJECT EXECUTION

Burn ~$2.65M + $10M L.C. [1]

1 Cluster study $'s at Risk = $3.6M

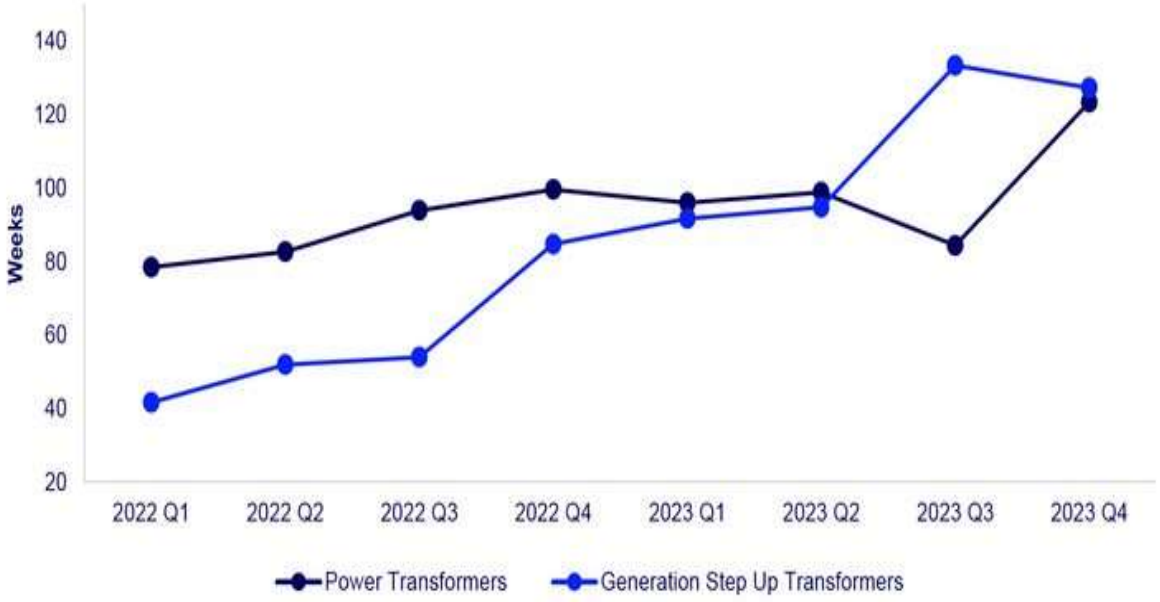
*Equipment for RICE Project Only

Confidential Business Information--Exempt from Disclosure

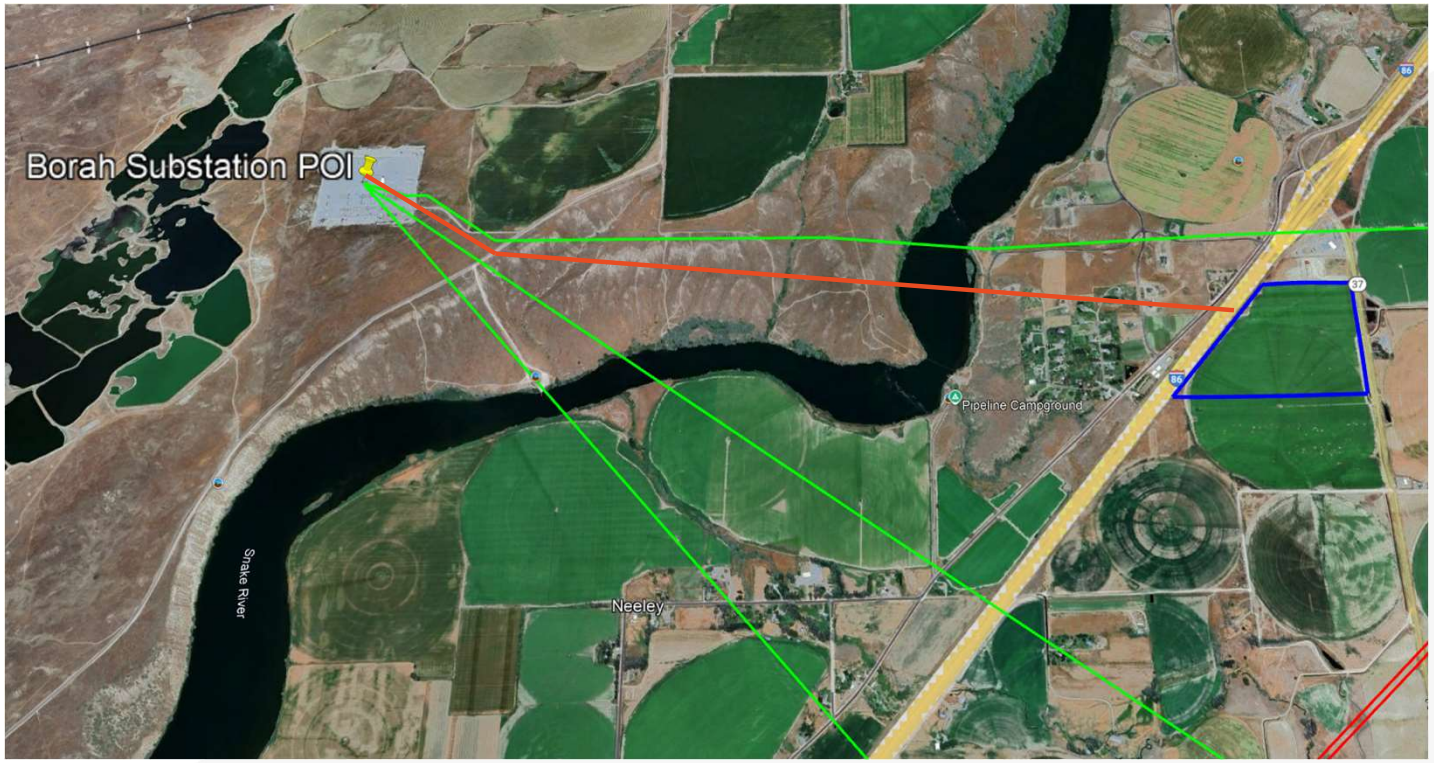
UAMPS SMARTENERGY

Development Challenges

- What to do about equipment lead times?
  - 20% met by domestic supplies
  - Prices have escalated 60-80% since 2020
  - Impacts from Helene and Milton
- What to do with 120+ week lead times



Transmission Example



- Simple 2.5-mile path transmission

Challenges

- Likely EA that needs a no-effects clearance
- T&E Studies
- SHPO Survey/Studies
- Army Corp of Engineers permit
- SF-299 permit
- State land ownership of riverbed
- Submerged Land Easements
- Permanent Easements
- Engineering studies
- Transmission Facilities studies – PAC/Idaho Power
- Encroachment permits(highway, other utilities, river)
- Conditional Use Permits

Transmission Example

- Unknown schedule – could it be 1-2 years ,3-5 years or?
- Unknown cost - $3M/mile or $10M/mile?
- Should we proceed with generation dependent on this piece?
- When should we procure?
- This is outside of PAC's transmission needs
- If it were easy….

Project Development Funding “the Ask”

- Would we consider some $X.XX’s in development funds from the Board to help UAMPS develop projects more quickly/efficiently.
    - If accepted, effective 4/1/25
    - How do we create guardrails for this?
    - Subject to either the 2023 Integrated Resource Plan or the future Resource Procurement Plans.

Why the funding matters?

- Members perspective
  - Less out of cycle budget requests for local government
  - Sends message that members are proactively seeking new resources and can provide metrics for pursuing projects
- UAMPS perspective
  - Allows for additional studies (transmission, engineering, LCOE's)
  - Can understand better the risks of the project in terms of its execution
  - Can provide more realistic schedules
  - Can negotiate PPA's quicker ensuring that pricing can be preserved

Examples of Using this Budget

- Rodatherm – Study project recently formed
  - $95k ask for legal and study costs
  - No difference from a member governance perspective
  - Quicker from a UAMPS governance perspective: UAMPS would just access the fund instead of creating budget amendments for its members
  - This follows our Integrated Resource Plan & Resource Procurement Plan

Examples

- Hypothetical Wind Project
  - Getting subscription for months through membership.
  - PPA price good until end 3rd quarter for equipment purchase.
  - May request an out-of-cycle resource meeting for negotiating PPA.
  - With the approval of the Board, allows UAMPS to expedite the negotiation of the PPA to lock up project timeline.
- Idaho Power Project
  - Do preliminary work on the transmission only piece over Snake river – understand the risks and potential costs that could occur.

Next Steps

- Create a budget to be used to complete the project development due diligence; i.e. development fund.
- Budget use would be allocated only to the Resource participants.
- Development funds will be rebated if a participant does not ultimately participate in a project that moves forward.
- Continue to be strictly governed by the PMC and adheres to our agreed upon Resource Procurement Plant
  - Focus would be on those projects that do not have a study budget