

## CERTIFICATE OF PARTICIPANT

The undersigned hereby certify that they are the Mayor and City Recorder of Washington 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 is delivered in connection with the execution and delivery of the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the “*Agreement*”), between the Participant and UAMPS. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Agreement.

2. The Participant is a political subdivision 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 Agreement and (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 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 The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.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 Agreement on behalf of the Participant are as follows:

| NAME          | OFFICE        |
|---------------|---------------|
| Kress Staheli | Mayor         |
| Tara Pentz    | 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. Under the Agreement, the Participant agrees to use all of the electric energy from its Entitlement Share to serve retail customers located in the established service area of the System and to meet its own requirements.

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. The representations and warranties of the Participant in Section 8 of the Agreement are true and correct on and as of the date of this certificate.

Dated: \_\_\_\_\_, 2026.

WASHINGTON CITY, UTAH

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Recorder

[SEAL]

[ATTACH CONTRACT RESOLUTION]

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDED AND RESTATED POWER POOLING AGREEMENT WITH THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS FOR THE POOL PROJECT; AUTHORIZING EXECUTION AND DELIVERY THEREOF; AND RELATED MATTERS.

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WHEREAS, Washington City (the “*Member*”) 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 assisting its members in providing reliable, competitive, supplies of electric power and energy and related services through joint and cooperative action;

WHEREAS, UAMPS has developed and administers a power pooling project, known as the “Pool Project,” pursuant to which UAMPS procures, schedules, dispatches, and sells electric power and electric energy, including participation in organized wholesale electric markets for the collective benefit of participating members;

WHEREAS, the Member is currently a party to a prior power pooling agreement with UAMPS governing its participation in the Pool Project;

WHEREAS, UAMPS has presented to the Member an Amended and Restated Power Pooling Agreement (the “*Amended Pooling Agreement*”), which amends and restates the Prior Pooling Agreement in its entirety and updates the terms and conditions governing participation in the Pool Project, including provisions relating to market participation, allocation of costs and revenues, governance through a project management committee, payment obligations, and related matters;

WHEREAS, the governing board of the Member (“*Governing Body*”) has reviewed, or caused to be reviewed on its behalf, the Amended Pooling Agreement and related materials provided by UAMPS, has had the opportunity to ask questions and receive additional information, and has determined that entering into the Amended Pooling Agreement is in the best interests of the Member and the efficient, reliable, and economical operation of its electric system; and

WHEREAS, the Member now desires to authorize and approve the Amended Pooling Agreement and its execution and delivery by the Member;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Washington City, as follows:

*Section 1. Approval of the Amended Pooling Agreement.* The Amended and Restated Power Pooling Agreement, in substantially the form presented to the Governing Body and attached hereto as EXHIBIT A, is hereby authorized and approved. The Mayor is hereby authorized, empowered, and directed to execute and deliver the Amended Pooling Agreement on behalf of the Member, and the City Recorder is hereby authorized to attest and countersign such execution and affix the corporate seal of the Member, with such changes therein as shall be approved by the Mayor, such approval to be conclusively evidenced by execution thereof.

*Section 2. Participant's Representative.* (a) The appointment of Rick Hansen as the Participant's Representative to UAMPS and of Jeremy Redd and Scott Hughes 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 Amended Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the Amended Pooling Agreement, and (ii) act on all matters that may come before the Project Management Committee established by the Amended Pooling Agreement, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee

*Section 3. Further Authority.* The Mayor, City Recorder and other appropriate officers and employees of the Member are hereby authorized and directed to execute and deliver such certificates and additional undertakings of the Member as shall be necessary in connection with financing related to the Amended Pooling Agreement. Legal counsel for the Member is hereby authorized to provide an approving opinion with respect to the authorization, execution and enforceability of the Amended Pooling Agreement.

*Section 4. Miscellaneous; Effective Date.* (a) This resolution shall be and remain irrevocable until the expiration or termination of the Amended Pooling Agreement 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 \_\_\_\_\_, 2026.

WASHINGTON CITY

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

[SEAL]

**EXHIBIT A**

[AMENDED POOLING AGREEMENT]

**AMENDED AND RESTATED POWER POOLING AGREEMENT  
BETWEEN  
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS  
AND  
WASHINGTON CITY**

This Amended and Restated Power Pooling Agreement made and entered into as of May 1, 2026 (“*Agreement*”), is by and between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (“*UAMPS*”) and Washington City (the “*Participant*”).

**RECITALS**

**WHEREAS**, UAMPS is a political subdivision of the state of Utah organized under the Interlocal Cooperation Act (the “*Act*”) and the Joint Action Agreement to provide joint and cooperative action, including securing present and future power supply resources for its members;

**WHEREAS**, UAMPS has the power under the Act and Joint Action Agreement to (i) enter into contracts to obtain a supply of electric power and electric energy and ancillary services and transmission services, (ii) enter into contracts for the sale of wholesale energy services with its Members and others and (iii) adopt and implement risk management policies and enter into related agreements, including but not limited to forward purchase and sale contracts, hedging, tolling and swap agreements, and other instruments;

**WHEREAS**, balancing areas in the western electric markets, including the PacifiCorp East balancing area where most Members are located, are moving toward mandatory participation in organized markets;

**WHEREAS**, the Participant has entered into, or contemplates entering into power sales contracts with UAMPS and other instruments for the purchase or sale of electric power and electric energy; and

**WHEREAS**, subject to the terms and conditions of this Agreement, each Participant desires to appoint UAMPS as such Participant’s agent for (i) scheduling and dispatching electric power; (ii) purchasing power, energy, and related products to meet load and reserve requirements; (iii) selling Participant’s power and energy inside or outside organized markets; (iv) managing transmission rights and services; (v) handling payments/receipts and distributing market revenues; (vi) conducting transmission studies; and (vii) optimizing Participant’s resources and transmission.

**NOW THEREFORE**, the Participant and UAMPS hereby agree, as follows:

*Section 1. Definitions and Rules of Construction.*

(a) As used in this Agreement and in the Recitals set out above:

*“Act”* means the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

*“Agreement”* means this Amended and Restated Power Pooling Agreement as dated above between UAMPS and the Participant and any duly authorized amendments.

*“Amended and Restated Power Pooling Agreement”* means, collectively, this Agreement and the other Amended and Restated Power Pooling Agreements between UAMPS and the other Participants.

*“Annual Purchase Plan”* means the plan approved by the Project Management Committee setting forth the projected timing and pricing for market purchases over the fiscal year it is in effect. A form of the Annual Purchase Plan is attached to this Agreement as Exhibit 1, which shall be completed for each fiscal year upon the approval of, and may be modified from time to time by, the Project Management Committee.

*“Authorized Officer of UAMPS”* means the Chairman of the Board of Directors, the Vice Chairman of the Board, the Chairman of the Project Management Committee, 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 Amended and Restated Power Pooling Agreement 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 and includes (i) all charges, credits, settlements, and other amounts attributable in that period of time, and (ii) any resettlements, recalculations, adjustments, or true-ups issued by any applicable organized market and received by UAMPS during that same calendar month, regardless of the market period to which such resettlements or adjustments relate.

*“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.

*“Commercially Reasonable”* or *“Commercially Reasonable Efforts”* means, with respect to any action required to be made, attempted or taken by a party under this Agreement, such efforts as a reasonably prudent business would undertake, consistent with good industry practice and the past practices of such party, for the protection of its own interest under the conditions affecting such action, including 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, and 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 Agreement.

*“Cost Causation”* means the principle that market charges and revenues should be allocated to the Participants whose actions directly cause such costs to be incurred or revenues to be received, including but not limited to charges and revenues relating to Resource Sufficiency Obligations and congestion charges and revenue.

*“Credit Agreement”* means (i) lines of credit and other credit arrangements to provide working capital, liquidity and/or reserves in connection with the operation and administration of the Project and (ii) any portion of the borrowing capacity under a line of credit or other credit arrangement that is dedicated, set aside or used to provide working capital, liquidity and/or reserves for the Project.

*“Effective Date”* means such date as shall be approved by the Project Management Committee as set forth in Section 2 of this Agreement.

*“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.

*“Entitlement Share”* means the percentage determined by dividing (i) the sum of the Participant’s purchases through the Project for the previous fiscal year (ii) the sum of the total Project purchases during the previous fiscal year. For the avoidance of doubt, each Participant’s Entitlement Share under this Agreement shall be its Percentage Entitlement Share for purposes of the Joint Action Agreement.

*“Forecasted Deficiency”* means the forecasted electricity need for each Participant for the following fiscal year taking into account Load and Resource Forecasts as determined in advance of Project Management Committee approval of the Annual Purchase Plan.

*“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.

*“Limited Participant”* means a Participant that does not use UAMPS to schedule its full load and whose obligations with respect to purchases and sales are governed by a Pooling Appendix.

*“Load Ratio Share”* means for the applicable Billing Period, the ratio of (i) the total quantity of electric power and electric energy purchased by a Participant through the Project during such Billing Period excluding resources that are not participating in an organized market to (ii) the total quantity of electric power and electric energy purchased by all Participants through the Project during such Billing Period, taking into account any resources excluded from participation in an applicable organized market.

*“Load and Resource Forecast”* means the forward-looking estimate prepared by UAMPS, in consultation with Participant, of such Participant’s projected electric load and available electric supply resources for a specified planning period, including owned resources, contracted resources, Outside Resources, and applicable regulatory or market obligations. A form of Load and Resource Forecast is attached to this Agreement as Exhibit 2, which shall be approved and may be modified from time to time by the Project Management Committee.

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

*“Outside Resource”* means any Participant resource that is not a UAMPS project, a purchase through a UAMPS project or a market purchase through UAMPS.

*“Participant”* means the party defined as the Participant in the preamble of this Agreement and its permitted successors and assigns hereunder.

*“Participants”* means the parties, including the Participant, other than UAMPS, to the Amended and Restated Power Pooling Agreement.

*“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.

*“Prior Agreement”* means, collectively, the Power Pooling Agreements of various dates between UAMPS and the Members.

*“Project”* means the UAMPS project created by this Agreement to procure, schedule, dispatch, and sell electric power and energy, including the bidding of such resources into organized markets for the collective benefit of the Participants.

*“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 management and acquisition of electric power, electric energy and transmission service as provided herein.

*“Pooling Appendix”* means an appendix to this agreement that sets forth specific terms relating to the purchase and sale of Participant resources.

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

*“Resource Sufficiency Obligation”* means a requirement from an organized market that is imposed on UAMPS to demonstrate sufficient supply, flexibility, and reserves to meet its own forecasted demand and uncertainty in advance or during real-time operations.

*“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 Agreement shall include Authorized Officers of UAMPS and their delegees acting pursuant to specific authorization by the Board.

*“Uncontrollable Force”* means any cause beyond the control of the party affected, including failure of facilities, flood, earthquake, storm, lightning, fire, explosion, epidemic, pestilence, war, riot, an act of domestic or international terrorism, civil disturbance, labor disturbances, sabotage, or an act of civil or military authorities, including court orders, injunctions, or orders of governmental agencies with proper jurisdiction, which by due diligence and foresight such party could not reasonably have been expected to avoid.

(b) References to Articles, Sections, Schedules and Exhibits are to the Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise provided. Article and Section headings are included herein for convenience of reference only and shall not constitute a part of this Agreement 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.

## *Section 2. Effective Date; Term; and Termination.*

(a) The Effective Date of the Amended and Restated Power Pooling Agreement shall be May 1, 2026. As of the Effective Date, the Amended and Restated Power Pooling Agreement shall replace the Prior Agreement in its entirety, except that the Prior Agreement shall remain in effect with respect to any Participants that have not obtained all Required Approvals until such Approvals have been received. Appendices to the Power Pooling Agreement shall become appendices to the Amended and Restated Power Pooling Agreement unless substituted and signed by the affected Participant. A Member of UAMPS becomes a Participant by executing this Agreement as a separate contract from other agreements between UAMPS and the Participant.

(b) The Agreement shall remain in effect from the Effective Date until terminated by written notice by either party served at least five years prior to the stated termination date, unless a shorter notice period is approved by the Project Management Committee, or the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, whichever is later. However, such termination shall not (i) relieve such Participant or UAMPS of any obligation incurred under or pursuant to this Agreement before such termination or (ii) result in the loss or availability of any right or benefit of such Participant or UAMPS which exists under any agreement or arrangement made hereunder between the Participant and UAMPS before such termination which extends beyond the noticed date of termination.

(c) No Agreement between UAMPS and a Participant may be entered into or amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon approval of the Project Management Committee, and upon similar amendment being made to the Agreement of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

### *Section 3. Pool Administration*

(a) Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative or in the absence of the Participant's Representative its Alternate Representative) and shall be chaired by a Participant Representative elected by the Project Management Committee. 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*:

(i) 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;

(ii) 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.

(iii) 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) The Project Management Committee may from time to time direct UAMPS to commission, obtain and provide such power supply and transmission studies as it deems reasonably necessary or desirable with respect to the Project.

(d) With the approval of the Project Management Committee, UAMPS may enter into Credit Agreements for the Project. UAMPS may require reasonable credit support or adequate assurance of payment from Participants consistent with market or lender requirements.

*Section 4. Electric Power and Electric Energy Sales, Purchases and Allocation of Charges and Revenues*

(a) UAMPS shall prepare an individual Load and Resource Forecast with each Participant to determine its Forecasted Deficiency. UAMPS and each Participant shall work in good faith to mutually agree upon the Participant's Load and Resource Forecast. Each Participant shall provide UAMPS with such load data, resource information, and other inputs as UAMPS may reasonably request in order to prepare and update such forecasts, including periodic updates as conditions change.

(b) Based on the Forecasted Deficiencies determined pursuant to Section 4(a), UAMPS shall develop, and the Project Management Committee shall approve, an Annual Purchase Plan to meet the aggregate Forecasted Deficiency of the Participants. The individual Participant Forecasted Deficiencies will be aggregated to determine the total UAMPS purchasing need, which will be included in the Annual Purchase Plan.

(c) UAMPS is hereby authorized to make purchases without additional authorization from the Participant

(i) to meet Resource Sufficiency Obligation according to policies adopted by the Project Management Committee. Purchases to meet Resource Sufficiency Obligation shall be allocated to Participants during market settlements based on Participant's contribution to deficiency and

(ii) to meet Forecasted Deficiency, provided that (x) Participants may withdraw UAMPS' authorization to make purchases under this clause (ii) only upon such terms and conditions as shall be approved by the Project Management Committee and (y) UAMPS purchases will be based on the aggregate Forecasted Deficiency of all Participants who have not withdrawn their authorization. Purchases to meet Forecasted Deficiency shall be allocated to Participants at the time the purchase is made.

(d) Except for Limited Participants, each Participant shall be obligated to purchase through the Project all of its electric power and electric power requirements and associated Resource Sufficiency Obligations in excess of its purchased or owned resources. UAMPS may schedule or bid Participant contracted or consigned resources into an organized market and may purchase from the market to meet the load of Participants. Notwithstanding the foregoing, any Outside Resource shall not be scheduled, dispatched, or bid into any organized market by UAMPS unless and until such Resource is expressly declared available for such scheduling or bidding by the

Participant. In addition, UAMPS must relay and not deviate from the schedule provided by the Participant.

(e) Except for Limited Participants, each Participant must consign the output of all Outside Resources to UAMPS pursuant to a Pooling Appendix, a form of which is attached to this Agreement as Exhibit 3, which may be modified from time to time by the Project Management Committee. UAMPS shall act as scheduling agent for consigned Outside Resources. UAMPS shall not be obligated to pay for Outside Resources. Consignment of the output of Outside Resources shall not relieve the Participant of responsibility under any resource-related contracts. Absent approval by the Project Management Committee, a Participant may not consign more resources to UAMPS than is reasonably necessary to meet its forecasted load. With Project Management Committee Approval, UAMPS may impose a scheduling fee for consigned resources to participate in an organized market.

(f) A Limited Participant may recall Outside Resources previously consigned to UAMPS for its own needs upon reasonable notice to UAMPS, taking into account any market scheduling requirements, UAMPS' established schedule, commitments to other Participants, and the needs of the recalling Participant.

(g) UAMPS may offer excess Participant resources that are not Outside Resources for sale to other Participants or may bid such resources into an organized market without additional authorization from the Participant. UAMPS shall prioritize contracted resources for which it has made firm contractual commitments when making bilateral sales.

(h) UAMPS will allocate other charges and revenues incurred or received through participation in an organized market to Participants according to Cost Causation. Charges and revenues directly attributable to a specific Participant's actions, resources or deficiencies shall be allocated to that Participant. Charges and revenues not attributable to a specific Participant will be allocated among the Participants according to the Load Ratio Share, or such other reasonable method as determined by the Project Management Committee

(i) The Project Management Committee shall adopt policies and procedures to govern the allocation charges and revenues consistent with the foregoing principles.

(j) The Project Management Committee may, from time to time and in its discretion, establish one or more advisory committees to assist in the development, review, and recommendation of policies, procedures and related exhibits under this Agreement. Any such advisory committee shall consist of representatives designated by the chair of the Project Management Committee and approved by the Project Management Committee and shall include representatives representing different size and resource composition. The advisory committee shall work in coordination with UAMPS staff and may evaluate and make recommendations regarding, among other matters, forecasting methodologies, billing practices, scheduling procedures, data requirements, reporting formats, and proposed exhibits or amendments to exhibits addressing such matters. Advisory committees shall serve solely in an advisory capacity and shall have not authority to bind UAMPS or the Participants. Any policies, procedures, or exhibits developed by an advisory committee shall be recommended to the Project Management

Committee for consideration in accordance with this agreement. The Project Management Committee may define the scope and duration of any advisory committee and may dissolve such committee at any time.

(k) Nothing in this Agreement shall limit the Participant from contracting for, incurring debt to build or otherwise obtaining an ownership interest in resources for such Participant's own needs. Such additional resources, if any, shall not relieve the Participant of any prior obligations incurred by such Participant to UAMPS.

(l) Unless otherwise approved by UAMPS, the Participant shall use all of the power and energy it purchases under this Agreement to serve retail customers located in the established service area of its electric utility system and to meet its own requirements.

(m) UAMPS shall use Commercially Reasonable Efforts to provide each Participant with timely access to data necessary for operational decision-making to the extent such data is available. The Project Management Committee shall adopt policies specifying data formats, delivery methods, and reporting timelines.

#### *Section 5. Participant Payment Obligations.*

(a) Each Participant shall pay UAMPS for all electric power, electric energy, energy capacity, ancillary services, and other electricity-related products or services purchased, scheduled, or otherwise procured by UAMPS on behalf of such Participant to meet such Participant's Forecasted Deficiency or contribution to Resource Sufficiency Obligation deficiency as described in Section 4(c). Such payment obligation shall apply without regard to whether the Participant ultimately uses, resells, or requires such power or energy, and the Participant shall bear all market benefits and detriments associated with such purchases, including price differences, congestion losses, imbalance charge, and settlement adjustments.

(b) In addition to payments for power, energy, and transmission, each Participant shall pay its Entitlement Share of all administrative, general, overhead, and other costs and expenses of UAMPS related to the Project, including but not limited to professional services, software and systems, financing costs, credit support, market participation fees, and other expenses incurred by UAMPS that are not otherwise recovered through market settlements or specific Participant charges relating to market participation. To the extent that revenues received by UAMPS from market settlements, bilateral sales, or other sources are insufficient to fully recover the costs and expenses described in this Section 5, the unrecovered balance shall be billed to Participants in proportion to their respective Entitlement Shares, unless otherwise allocated pursuant to Cost Causation principles approved by the Project Management Committee.

(c) Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project, including the repayment of amounts due under Credit Agreements, through billings to and payments by the Participants under this Agreement.

(d) 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 if such day is not a business day, the next succeeding business day) or at such other time as may be established by UAMPS through its annual budgeting process. Upon approval of the Project Management Committee, UAMPS may modify the billing schedule, frequency, due date, or other payment terms. Any such modification shall be communicated in writing to Participants and shall thereafter be binding as if originally stated in this Agreement.

(e) 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 any contract entered into pursuant to this Agreement.

(f) The obligation of the Participant to make the payments under this Agreement is a several obligation and not a joint obligation with those of any other Participant. 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 this Section 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 Agreement. Such payments shall be made whether or not any market structure, program, or arrangement is modified, suspended, or terminated, and notwithstanding any interruption, curtailment, or limitation of market access, transmission availability, or other services, 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

(g) 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 sixty (60) 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.

*Section 6. Rate Covenant.* Each Participant covenants and agrees to establish, maintain, and collect rates, fees, and charges for electric service furnished through its Electric System that are sufficient together with other legally available funds of its Electric System to (1) pay all amounts payable by the Participant to UAMPS under this Agreement, including costs associated with power, energy, capacity, transmission, ancillary services, market settlements, administrative fees, and all other charges allocated pursuant to this Agreement; (2) pay all operation and maintenance expenses of the Participant's Electric System; (3) provide for the payment of principal and interest on any bonds or other indebtedness payable from the revenues of the Participant's Electric System, as and when the same become due and payable; and (4) establish reasonable reserves and margins, consistent with prudent utility practice, to ensure continued financial stability of the Participant's Electric System and compliance with any financial covenants imposed by bond resolutions, ordinances, or other financing agreements. Each Participant shall enforce the collection of such rates, fees, and charges and shall not furnish free electric service to any person, firm, or corporation, except as permitted under applicable law.

*Section 7. Audit Rights.*

(a) UAMPS shall conduct, or cause to be conducted, an annual review of market operations and settlement activity associated with the Project, settlements received from organized markets and related charge and revenue allocations to Participants. Such review shall be performed for the purpose of verifying the accuracy and consistency of settlement processing and allocation methodologies and evaluating operational decision making in the market for the purposes of improving future market operations. UAMPS shall report the results of such review to the Project Management Committee, including a summary of findings, any identified material discrepancies, and any corrective actions taken or proposed. The Project Management Committee may provide direction regarding follow-up actions or process improvements based on such report. Nothing in this Section shall be construed to expand or limit any audit rights of a Participant under this Agreement, nor to require UAMPS to engage an independent auditor unless otherwise directed by the Project Management Committee.

(b) At its cost, the Participant may, upon the giving of not less than 60 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 for the purpose of verifying the amounts payable by the Participant under this Agreement 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

(c) 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 a cost of electric power and electric energy.

*Section 8. 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 Agreement;
- (ii) the Participant has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;
- (iii) this Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;
- (iv) the execution, delivery and performance by the Participant of this Agreement 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;
- (v) all Required Approvals have been obtained; and
- (vi) 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 Agreement or the Joint Action Agreement.

(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 Agreement;

(iii) This Agreement 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 Agreement 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; and

(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 Agreement or the Joint Action Agreement.

#### *Section 9. Indemnification and Liability*

(a) UAMPS and the Participant shall defend and hold each other harmless from any and all claims, liability, and expense, including attorneys' fees, litigation expenses, and any judgment arising out of any bodily injury, death, or damage to property (other than bodily injury, death, or damage to property proximately caused by the other party or its servants or employees), occurring on their respective properties, including such injury, death, or damage as may be suffered by UAMPS or the Participant or by third parties, except that UAMPS and the Participant shall each be responsible for all claims of its respective employees, agents, and servants under workmen's compensation laws or any similar statutes. In no event shall either UAMPS or the Participant be liable to each other for any indirect, special, incidental, or consequential damages with respect to any claim arising out of this Agreement whether based on contract, tort, strict liability, or otherwise.

(b) The Participant acknowledges that (i) effective performance by UAMPS of its obligations under this Contract will require exercise of business judgment by UAMPS officers, directors, managers, personnel, and consultants on the basis of information available to them, and (ii) while UAMPS' aim will be to enhance value and reduce risk to the Participants, it is not reasonable to expect that value will be ideally maximized or that risk will be fully eliminated. In no event shall a claim of breach or event of default by UAMPS be based on the dissatisfaction of one or more of the Participants with transactions managed or entered into by UAMPS pursuant to this Contract, or with the nature or level of savings, costs, or risks associated therewith, absent a showing of gross negligence or willful misconduct by UAMPS. The sole remedy available to the Participant or another Participant that is dissatisfied with UAMPS' ability to achieve UAMPS' goals is to terminate this Contract in accordance with the Agreement; provided that upon a showing of gross negligence or willful misconduct by UAMPS the Participant may terminate this Agreement upon written notice to UAMPS, notwithstanding the five-year notice period otherwise applicable under Section 2, which notice will not become effective until the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, and

shall not relieve the Participant or UAMPS of any obligation incurred prior to the effective date of termination.

(c) No member of the Board or the Project Management Committee, no officer or employee of UAMPS, no member of the governing body of the Participant nor any officer or employee of the Participant shall be individually or personally liable for any amount payable under this Power Supply Contract or be subject to any personal liability or accountability by reason of the execution and performance of this Power Supply Contract; *provided, however*, that this Section shall not be construed to relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

*Section 10. Uncontrollable Force.* Neither UAMPS nor the Participant shall be considered to be in default in respect to any obligation hereunder (other than the obligation of the Participant to pay obligations under Section 5) if prevented from fulfilling such obligations by reason of an Uncontrollable Force. The party claiming an Uncontrollable Force shall give notice and reasonable details of any potential or actual Uncontrollable Force to the other party as soon as is reasonably practicable, shall provide regularly updated information as to the anticipated occurrence or duration of the Uncontrollable Force, and shall provide prompt notice when it is able to resume performance of those obligations that were affected as a result of the Uncontrollable Force. Either party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.

*Section 11. Default; Dispute Resolution*

(a) 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 the Agreement, 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 Agreement against the Participant.

(b) In the event of any default by UAMPS under any covenant, agreement or obligation of this Agreement, 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.

(c) Prior to and as a condition to the filing of any action with respect to this Agreement 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.

(d) 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 Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement; *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 Agreement.

#### *Section 12. Notices.*

(a) All notices, demands or other communications made pursuant to this Contract (each, a "Notice") may be sent by 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 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 or e-mail address of the Participant's Representative. All Notices shall be sent by the Participant to the business address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

#### *Section 13. Miscellaneous.*

(a) Assignment. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by either party without the prior written consent of the other party.

(b) Severability. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement 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.

(c) No Merger. This Agreement 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.

(d) No Waiver. No failure or delay by UAMPS or the Participant in exercising any right, remedy, or power under this Agreement shall operate as a waiver of such right, remedy, or power. No single or partial exercise of any right, remedy, or power shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. Any waiver of a provision of this Agreement shall be effective only if made in writing and signed by the party against whom the waiver is asserted, and no such waiver shall be deemed a continuing waiver unless expressly stated.

(e) Relationship between the Parties. This 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 Contract.

(f) Survival. The termination of this Contract shall not discharge either party thereto from any obligation it owes to the other party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract. Cancellation, expiration, or termination of this Contract shall not relieve the parties of obligations that expressly survive or by their nature should survive such cancellation, expiration, or termination.

(g) No Third-Party Beneficiary. This Contract is intended solely for the benefit of the parties hereto. Except as necessary to enter into a Credit Agreement, subject to approval by the Project Management Committee, nothing in this Contract shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Contract.

(h) Governing Law. This Agreement 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 Agreement shall be determined under the laws of such state. 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 the Agreement, each party 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; 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.

(i) Entire Agreement. This Contract supersedes all previous representations, understandings, negotiations, and agreements, either written or oral, between the parties or their representatives

with respect to the subject matter hereof and constitutes the entire agreement of the parties with respect to the subject matter hereof.

(j) Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WASHINGTON CITY

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman

ATTEST

ATTEST

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Secretary

**EXHIBIT 1**  
**FORM OF ANNUAL PURCHASE PLAN**

**Plan Information**

|                   |  |
|-------------------|--|
| Fiscal Year       |  |
| PMC Approval Date |  |
| Effective Period  |  |

**Planning Overview**

|                                       |  |
|---------------------------------------|--|
| Aggregate Forecasted Deficiency (MWh) |  |
| Peak Forecasted Deficiency (MW)       |  |
| Planning Assumptions / Notes          |  |

**Forecasted Deficiency Purchase Targets**

|                           |                 |
|---------------------------|-----------------|
| Procurement Horizon       | Target Coverage |
| 12 months → 1 month ahead | Up to 80%       |
| 1 month → 2 days ahead    | Up to 100%      |
| Day Ahead / Real-Time     | As needed       |

**Planned Purchase Volumes**

| Month | Forecasted Deficiency | Purchased to Date | Remaining Uncovered |
|-------|-----------------------|-------------------|---------------------|
| Apr   |                       |                   |                     |
| May   |                       |                   |                     |
| Jun   |                       |                   |                     |
| Jul   |                       |                   |                     |
| Aug   |                       |                   |                     |
| Sep   |                       |                   |                     |
| Oct   |                       |                   |                     |
| Nov   |                       |                   |                     |
| Dec   |                       |                   |                     |
| Jan   |                       |                   |                     |
| Feb   |                       |                   |                     |
| Mar   |                       |                   |                     |

**Resource Sufficiency Evaluation (RSE)**

|                    |                         |
|--------------------|-------------------------|
| Standard Approach  | 100% procured Day Ahead |
| Exceptions / Notes |                         |

**Flexible Resource Strategies (if applicable)**

|                       |                                                          |
|-----------------------|----------------------------------------------------------|
| Tolling Agreement     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Dispatchable Resource | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Firm Market Purchase  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other                 |                                                          |

**Fine-tuned Load-following Purchases**

Specific plans for shaping to be added here.

**Attribution Statement**

Forecasted Deficiency purchases are attributed to Participants at the time of purchase based on forecasted need. RSE purchases are made at the UAMPS level and allocated after-the-fact to Participants with RSE need.

**Approval**

|           |  |
|-----------|--|
| PMC Chair |  |
| Date      |  |

## EXHIBIT 2

### FORM OF MEMBER LOAD & RESOURCE FORECAST

#### Forecast Information

|                  |                                                               |
|------------------|---------------------------------------------------------------|
| Participant      |                                                               |
| Fiscal Year      |                                                               |
| Forecast Version | <input type="checkbox"/> Draft <input type="checkbox"/> Final |
| Date Prepared    |                                                               |

#### Summary Forecast

|                                   |  |
|-----------------------------------|--|
| Gross Load (MWh)                  |  |
| Gross Load (MW – Peak)            |  |
| Total Resources Capacity (MW)     |  |
| Total Resources (MWh)             |  |
| Forecasted Deficiency / (Surplus) |  |

#### Monthly Energy Summary

| Month | Gross Load (MWh) | Resources (MWh) | Deficiency<br>(Surplus) |
|-------|------------------|-----------------|-------------------------|
| Apr   |                  |                 |                         |
| May   |                  |                 |                         |
| Jun   |                  |                 |                         |
| Jul   |                  |                 |                         |
| Aug   |                  |                 |                         |
| Sep   |                  |                 |                         |
| Oct   |                  |                 |                         |
| Nov   |                  |                 |                         |
| Dec   |                  |                 |                         |
| Jan   |                  |                 |                         |
| Feb   |                  |                 |                         |
| Mar   |                  |                 |                         |

#### Monthly Peak Summary

| Month | Gross Peak Load<br>(MW) | Resources (MW) | Deficiency /<br>(Surplus) |
|-------|-------------------------|----------------|---------------------------|
| Apr   |                         |                |                           |
| May   |                         |                |                           |
| Jun   |                         |                |                           |
| Jul   |                         |                |                           |
| Aug   |                         |                |                           |
| Sep   |                         |                |                           |
| Oct   |                         |                |                           |
| Nov   |                         |                |                           |
| Dec   |                         |                |                           |

|     |  |  |  |
|-----|--|--|--|
| Jan |  |  |  |
| Feb |  |  |  |
| Mar |  |  |  |

### Resource Detail

| Resource Name | Type | Capacity (MW) | Energy (MWh) | Notes |
|---------------|------|---------------|--------------|-------|
|               |      |               |              |       |
|               |      |               |              |       |
|               |      |               |              |       |
|               |      |               |              |       |
|               |      |               |              |       |
|               |      |               |              |       |
|               |      |               |              |       |

### Forecast Assumptions & Notes

### Member Review & Confirmation

|                       |                                                                                      |
|-----------------------|--------------------------------------------------------------------------------------|
| Approval Status       | <input type="checkbox"/> Approved <input type="checkbox"/> Approved with corrections |
| Member Representative |                                                                                      |
| Date                  |                                                                                      |

**EXHIBIT 3**  
**CONSIGNED RESOURCE [Non-UAMPS RESOURCE]**

**WHEREAS**, [*Participant*] (the “Member”) is a participant of the UAMPS Pool Project;

**WHEREAS**, in order for the Member to schedule its [*Non-UAMPS Resource*] as part of their resource portfolio, it is necessary for the Member to enter into this Pooling Appendix to provide for responsibilities and authorities of each party and document the procedures to be used, and;

**WHEREAS**, Member desires that UAMPS act as its scheduling agent for scheduling services (“Scheduling Agent”) for its [*Non-UAMPS Resource*].

**NOW, THEREFORE**, the Member and UAMPS agree to the following.

**SECTION 1. TERM**

The term of this Pooling Appendix will begin May 1, 2026 and extends through the earlier of 1) the termination of the Amended and Restated Power Pooling Agreement; or 2) termination at the option of either Party upon the later of 30 days or the end of the scheduling month with written notice to the other Party or as provided for in Section 2 of the Amended and Restated Pooling Agreement and alternative procedures acceptable to UAMPS are in place.

**SECTION 2. PURPOSE**

This Pooling Appendix specifies the procedures for scheduling [*Non-UAMPS Resource*] as part of its resource portfolio due to the implementation of Extended Day-Ahead Market protocols (“EDAM Protocols”) administered by PacifiCorp in conjunction with the California Independent System Operator (“CAISO”). Member agrees that their scheduling of [*Non-UAMPS Resource*] is subject to the terms and conditions of this Pooling Appendix which may be amended from time to time by the agreement of the parties.

**SECTION 3. MEMBER OBLIGATIONS, AUTHORITIES AND LIABILITIES**

The Member shall provide preschedules to UAMPS according to the timeline specified in Attachment A hereto. Attachment A may be amended by UAMPS upon written notice to the Member. All scheduling of the [*Non-UAMPS Resource*] by the Member will be submitted through the UAMPS web scheduling interface. Except in instances where the web interface is not available, submittal of schedules by phone, email or other means of communication will not be acceptable.

For the purposes of UAMPS power billing, [*Non-UAMPS Resource*] will be deemed to [*information will be entered here on whether or not the Non-UAMPS Resource is in the CAISO*]

*Full Network Model and whether or not the Non-UAMPS Resource incurs transmission costs]* and the UAMPS pool will continue to be used to balance the Member's load pursuant to EDAM Protocols or policies established by the Pool Project's Project Management Committee. Differences, if any, between scheduled output that the Member has entered into UAMPS' billing database and the output measured by *[Non-UAMPS Resource]* meter(s) will be invoiced as imbalance energy.

#### **SECTION 4. UAMPS OBLIGATIONS, AUTHORITIES AND LIABILITIES**

UAMPS shall use the *[Non-UAMPS Resource]* schedules submitted from the Member according to the timeline specified in Attachment A in integrating and scheduling the Member's resources scheduled and billed by UAMPS to serve the Member's loads.

UAMPS will bid and schedule the Member's *[Non-UAMPS Resource]* in accordance with the Member's specific instructions.

#### **SECTION 5. SCHEDULING AGENT SERVICE CHARGE**

The Member will be charged a scheduling fee, transmission fee, and any other fee as adopted by the UAMPS Board of Directors from time to time.

Member also agrees to pay any other costs, if any, and any applicable administrative overheads as approved by the UAMPS Board of Directors that UAMPS may incur in the performance of this Pooling Appendix.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

[PARTICIPANT]

UAMPS

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## Attachment A

### Duration for 1 Month and Longer (Term) Schedules:

The Member must notify UAMPS by the 19<sup>th</sup> of the prior month.

### Day-Ahead Schedules:

The Member must notify UAMPS by 6:00 AM, 7 business days prior to the trade date. To the extent allowed under WECC and Balancing Authority criteria, UAMPS will accept changes to the 7 day schedule made by 6:00 a.m. [2] business days prior to the trade date.

### Notification parties for Term, Balance of the Month, and Day Ahead transactions:

|               |                                                                      |              |
|---------------|----------------------------------------------------------------------|--------------|
| Pre-Scheduler | <a href="mailto:prescheduling@uamps.com">prescheduling@uamps.com</a> | 801-568-0497 |
|---------------|----------------------------------------------------------------------|--------------|

|                 |                                                        |              |
|-----------------|--------------------------------------------------------|--------------|
| Kelton Andersen | <a href="mailto:kelton@uamps.com">kelton@uamps.com</a> | 801-214-6406 |
|-----------------|--------------------------------------------------------|--------------|

### Notification parties for unplanned outages or emergency situations:

|                 |                                                      |              |
|-----------------|------------------------------------------------------|--------------|
| Shift Scheduler | <a href="mailto:sched@uamps.com">sched@uamps.com</a> | 801-568-0496 |
|                 |                                                      | 801-568-0596 |

### To report scheduling problems:

|               |                                                        |              |
|---------------|--------------------------------------------------------|--------------|
| Jordan Garcia | <a href="mailto:jordan@uamps.com">jordan@uamps.com</a> | 385-377-2567 |
|---------------|--------------------------------------------------------|--------------|



**OPINION OF COUNSEL TO THE PARTICIPANT**

February 4, 2026

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 Washington City, Utah (the “*Participant*”) in connection with the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the “*Agreement*”), between the Participant and Utah Associated Municipal Power Systems (“*UAMPS*”).

In connection with the opinions set forth herein, I have examined (i) the resolution adopted by the Participant’s governing body authorizing the execution and delivery of the Agreement, (ii) an executed counterpart of the Agreement, and (iii) 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 has full legal right, power and authority to enter into the Agreement and to perform its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation and is enforceable 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.
3. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefore), which purports to affect the authorization, legality, validity or enforceability of the Agreement.

4. The execution, delivery and performance by the Participant of the Agreement 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 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.

Respectfully submitted,



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Thad D. Seegmiller  
Washington City Attorney

**Amended & Restated Pooling Agreement  
Governing Board Talking Points  
February 2026**

**Purpose**

- Update the 1980 Pooling Agreement to support mandatory participation in organized wholesale power markets.
- Align UAMPS operations with PacifiCorp's entry into the Extended Day-Ahead Market (EDAM) effective May 2026.
- Provide a clear, modern framework for governance, planning, cost allocation, and risk management.

**Why This Is Needed Now**

- PacifiCorp's participation in EDAM requires UAMPS and its members to comply with centralized market rules.
- The current Pooling Agreement was designed for a bilateral market and does not address today's market complexity.
- The amended agreement ensures continued, compliant participation while preserving UAMPS' agency role.

**Key Changes**

- Obligates Participants to purchase power and resource sufficiency requirements in excess of owned resources through UAMPS.
- Establishes formal market planning tools, including:
  - Annual Purchase Plan
  - Load and Resource Forecasts
  - Resource Sufficiency Obligations
- Authorizes UAMPS to make market purchases on behalf of Participants under an approved plan.

**Governance & Oversight**

- Creates a Project Management Committee (PMC), consistent with other UAMPS projects.
- One voting representative per Participant; PMC actions require board ratification.
- Establishes an advisory committee to support policy development and operational practices.
- Requires an annual internal audit of market operations and settlements.

**Cost Allocation & Financial Protections**

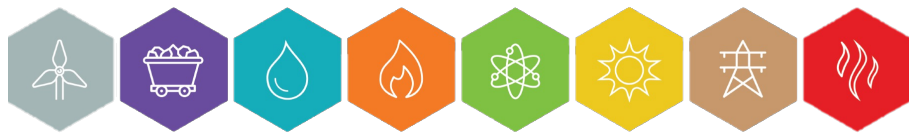
- Costs and revenues directly attributable to a Participant are allocated to that Participant.
- Shared costs are allocated based on Load Ratio Share or another PMC-approved method.
- Incorporates payment obligations, rate covenant, audit rights, and transparency provisions that support credit strength.

**Term & Effectiveness**

- Effective May 1, 2026.
- Replaces the existing Pooling Agreement in its entirety.
- Remains in effect unless terminated with five years' notice (shorter period requires PMC approval).

**Participants Governing Board Approval**

- Approve authorizing resolution approving the execution of the Amended and Restated Pooling Agreement
- Seek approval 30 days prior to the effective date of May 1, 2026



# AMENDED AND RESTATED POOLING AGREEMENT

Participant's  
Governing Board Presentation

## WHY NOW?

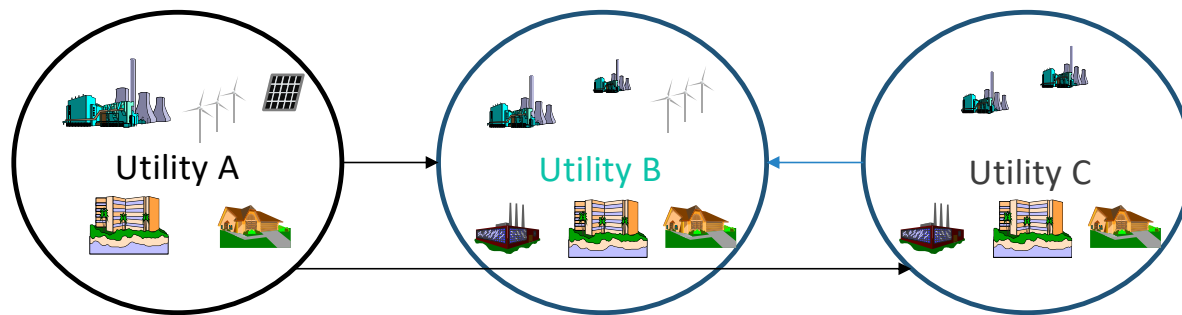
- PacifiCorp **joined** the Extended Day-Ahead Market (EDAM) effective May 2026
- Since UAMPS is in the PacifiCorp Balancing Authority, UAMPS is **required** to participate in EDAM
- UAMPS is modernizing the Power Pooling Agreement to meet this **mandatory** participation in EDAM and for other updates to **reflect operational changes in the last 40 years**

# PURPOSE AND CONTEXT

- **Original Pooling Agreement (1980)**
  - Established a basic power pooling framework among UAMPS members
  - Focused on bilateral power purchases, scheduling, and surplus sales to the UAMPS pool
- **Amended & Restated Pooling Agreement (2026)**
  - Modernizes the pooling structure to include both bilateral and market transactions
  - Explains how settlements, revenues and charges will be allocated; adds legal terms to support financing and protect all members
  - Flexible to allow for member autonomy and consistent with UAMPS Mission, Vision, and Values

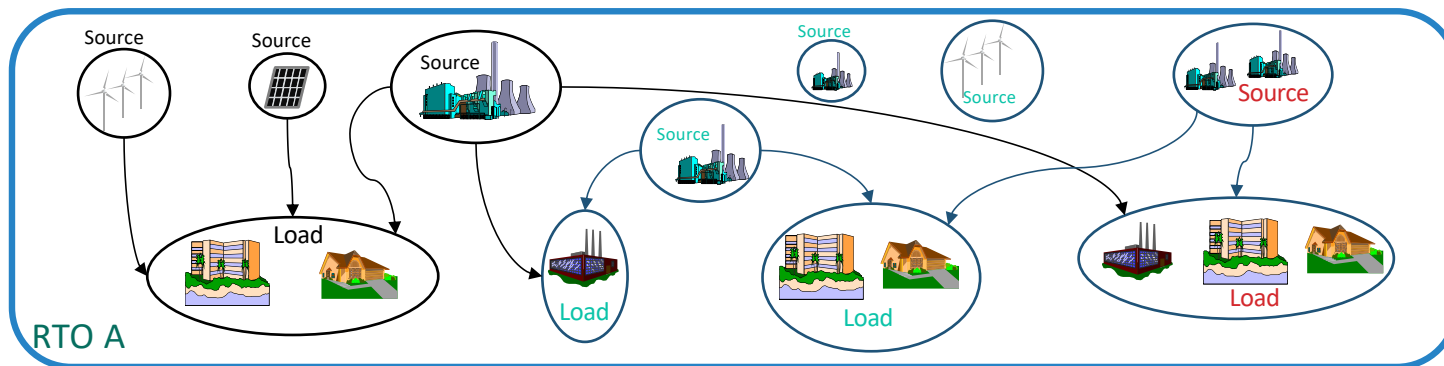
# TRANSITION TO CENTRALIZED MARKETS

## Bilateral Environment



Load and resources  
are balanced per  
each utility

## Centralized Market Environment



Separates load  
and resources

# UTILITY CENTRALIZED MARKET BUSINESS MODEL

## Same:

- Primary objective is **still to keep the lights on and minimize costs**
- **Oversee operation** of your generation, transmission, & load (demand) and utilize UAMPS shared services model for the economic benefit of members

## Different:

- **Separation between generation and load**
- **Utility's load is served by the market** - through lowest cost market-supplied resources
- Utility sells generation into market – transaction counterparty is the organized market

# HISTORICAL AND FUTURE POOL OPERATIONS

- **Original Pooling Agreement (1980)**
  - Power purchases classified as planned or unplanned
  - Pricing for unplanned purchases determined within pool at time of scheduling
- **Amended & Restated Pooling Agreement (2026)**
  - Explicitly supports participation in organized wholesale market
  - Introduces:
    - Annual Purchase Plans
    - Required Load and Resource Forecasts
    - Resource Sufficiency Obligations
  - UAMPS participates in the EDAM market and manages settlements

## MAJOR DIFFERENCE

- Obligates Participants to purchase all of its **power requirements** and associated **Resource Sufficiency Obligation** in excess of its owned resources from UAMPS
- Authorizes UAMPS to make market purchases without additional authorization pursuant to the Annual Purchase Plan
  - to meet market resource sufficiency obligations, and
  - to meet forecasted deficiency
- Annually, Participants can elect to **withdraw their authorization (“opt out”)** for UAMPS to make purchases on their behalf in the Annual Purchase Plan
  - Regardless of opt out status, UAMPS is authorized to make market purchases required to meet the Resource Sufficiency Evaluation for all Participants after 2 days prior to flow date

## HIGH-LEVEL SUMMARY

- Provides framework to accommodate organized market participation while preserving UAMPS' agency role
- Fully replaces the prior Pooling Agreement effective May 1, 2026
- Clearer governance and delegation of authority through the Project Management Committee and Participant's Representatives
- Establishes a formal planning process (Annual Purchase Plan, Forecasted Deficiency)
- Formalizes current practices such as consignment of non-UAMPS resources
- Incorporates explicit financial obligations, rate covenant, and audit rights that support credit strength and transparency
- Incorporates contractual terms such as payment obligations, indemnification, uncontrollable forces, and notice provisions

## TERM & TERMINATION

- Agreement becomes effective May 1, 2026
- Remains in effect until terminated with 5 years' notice
  - Unless a shorter notice period is approved by the PMC
- Any amendments to the Agreement require PMC approval

# GOVERNANCE

- Establishes a Project Management Committee (PMC)
  - Similar to all other UAMPS Projects
- One voting representative per Participant
- Board of Directors ratification required for PMC actions
- Establishes the ability of the PMC to create an advisory committee to deal with complex topics
  - EDAM operational protocols between UAMPS and members
  - Settlements allocation on cost-causation basis

## COST CAUSATION

- Charges and revenues **directly** attributable to a specific Participant's resources or deficiencies shall be allocated to that Participant
- Charges and revenues **not** attributable to a specific Participant will be allocated among all Pool Participants according to the Load Ratio Share, or another reasonable method as determined by the PMC

# INTERNAL AUDIT

- Annual audit will be completed to review market operations and settlement activity
- Purpose:
  - Verify the accuracy and consistency of settlement processing and allocation methodology
  - Evaluate operational market decisions in the market
- PMC to provide future direction for process improvements based on the audit findings

# ADVISORY COMMITTEE

- Establishes an advisory committee to assist in the development, review and recommendation of policies, procedures and related exhibits
  - Evaluates and makes recommendations regarding
    - Forecasting methodologies
    - Billing practices
    - Schedule procedures
    - Data requirements
    - Reporting formats
  - Advisory committee is selected by the Pool Project Chair
    - Must include Participants of different sizes and resource mixes
    - Works in coordination with UAMPS staff
  - Advisory Committee makes recommendation to the PMC for approval

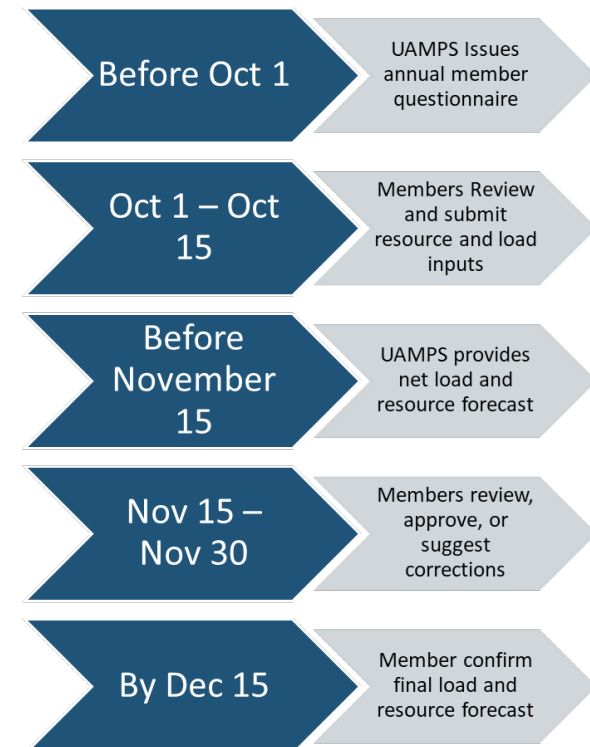
# ANNUAL PURCHASE PLAN (EXHIBIT 1)

- UAMPS will develop an Annual Purchase Plan to meet aggregate Forecasted Deficiency of all non-opt out Participants
- Two types of purchases:
  1. Purchases to meet Forecasted Deficiencies will be allocated to a participants on the Load and Resource Forecast at the time of the purchase
  2. Purchases to meet Resource Sufficiency Obligations will be allocated among Participants based on contribution to deficiency during settlements
- PMC will approve the Annual Purchase Plan

## LOAD AND RESOURCE FORECAST (EXHIBIT 2)

- **UAMPS will prepare** individual Participant's Load and Resource Forecast to determine Forecasted Deficiency
- UAMPS and Participant will work in **good faith** to mutually agree to the Participant's Load and Resource Forecast
- **Participant is responsible** to provide UAMPS with load data and resource information including periodic updates

## EXAMPLE TIMELINE



## OUTSIDE RESOURCE CONSIGNMENT (EXHIBIT 3)

- Participant must consign to UAMPS the output of any Outside Resource (i.e. a non-UAMPS Resource) pursuant to an Appendix
- UAMPS will **act as scheduling agent** for consigned Outside Resources
- UAMPS will **not** schedule, dispatch, or bid any consigned Outside Resources into any organized Market unless expressly declared available by the Participant

## OTHER AGREEMENT PROVISIONS

- Payment obligation
- Rate Covenant
- Representations and Warranties
- Indemnifications and Liabilities
- Default; Dispute Resolution
- Notices

## RECOMMENDED ACTION

- UAMPS is seeking approval of the Amended and Restated Pooling Agreement from all Pool Participants
- Approval package includes:
  - Authorizing approval resolution
  - Amended and Restated Pooling Agreement
  - Participant Certificate
  - Legal opinion
- Delivery of approved documents prior to May 1

## MISSION

UAMPS delivers diverse and competitive energy solutions that strengthen and support our members.



UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

## VALUES

## VISION

UAMPS is the trusted energy partner, empowering members and staff with innovative solutions that strengthen regional resilience and help our communities thrive.

### SAFETY

We prioritize safety in every action to protect our people and communities.



### TRUST

We build through transparency, accountability, and consistent follow-through.



### INNOVATION

We advance our members' future through informed, forward-thinking solutions.



### INTEGRITY

We act with fairness, respect, and honesty in everything we do.



### SERVICE

We serve our members through collaboration, responsiveness, and shared purpose.



**QUESTIONS**

UAMPS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

## COMPARISON OF TERMS IN THE CURRENT VS THE REVISED POOLING AGREEMENT

| <b>Terms</b>                                                                 | <b>Original Pooling Agreement<br/>and current practices</b>                                                                                        | <b>Amended Pooling Agreement</b>                                                                                                                                          |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Termination                                                                  | Termination requires 5-years written notice                                                                                                        | Termination requires 5-years written notice or earlier upon approval of the PMC                                                                                           |
| Financing                                                                    | Silent (authority unclear)                                                                                                                         | Allows UAMPS to enter Credit Agreements with PMC approval                                                                                                                 |
| Load Forecasts                                                               | Silent (UAMPS performs annually but not required by contract)                                                                                      | Annual Purchase Plan based on Load and Resource Forecasts informs purchasing                                                                                              |
| Purchase and Sale Authorization                                              | Unplanned Purchases without authorization; advanced purchases (more than day ahead ) require authorization                                         | Resource sufficiency purchases without authorization; advanced purchases based on Annual Purchase Plan without further authorization unless Participant has opted out     |
| Consignment<br>(UAMPS dispatches Participant resources per pooling appendix) | Agreement allows consignment; practice requires Participants to consign all resources pursuant to pooling appendix except for Limited Participants | Participants required to consign all resources pursuant to a pooling appendix except for Limited Participants                                                             |
| Cost Causation                                                               | Members pay other members in the pool for resources used to serve their loads; other costs not addressed in the agreement                          | Market settlements, charges, and revenues, are allocated by Load Ratio Share; some costs allocated by historical average; resource costs allocated by generator ownership |
| Governance                                                                   | Silent                                                                                                                                             | Consistent with UAMPS JAA, Bylaws and power sales contracts                                                                                                               |
| Billing and Billing Disputes                                                 | Silent; subject to UAMPS procedures                                                                                                                | Consistent with other power sales contracts                                                                                                                               |
| Other Legal Provisions                                                       | Silent                                                                                                                                             | Consistent with other power sales contracts                                                                                                                               |

# Briefing Document

**Description:** UAMPS Amended & Restated Pooling Agreement

**Presenter:** Scott Hughes

**Submitted By:** Rick Hansen

**Recommendation:** Recommend to the Council to Approve:

A Resolution Authorizing and Approving The Amended and Restated Power Pooling Agreement with the Utah Associated Municipal Power Systems for the Pool Project; Authorizing Execution and Delivery Thereof; and Related Matters.

## **Background Information:**

The existing pooling agreement between Washington City and UAMPS has been in place since the City purchased the system from Utah Power in the late 1980's. The new Amended and Restated Pooling Agreement updates the Pooling agreement to reflect current processes and addresses new needs and requirements that relate to the new Extended Day Ahead Market (EDAM) requirements which will go into effect on May 1, 2026.

The main changes are:

- Provisions that allows UAMPS to make purchases to meet the EDAM Resource Sufficiency Requirements (RSE)
- UAMPS will develop formal planning tools
  - Annual Purchase Plan
  - Load & Resource Forecasts
  - Resource Sufficiency Obligations
- Allows UAMPS to make purchases on behalf of the member according to the purchase plans. (Note the purchase plans will be done in collaboration with each member)
- Formalizes cost allocation methodology to make sure costs are recovered from the member causing the costs to be incurred

**Fiscal Impact:** Costs for the project will be part of the normal UAMPS billing process & City budgeting process.

**Impacted Fund:** Power Department - Rate Revenues will be used to cover the costs for each of these projects