



UAMPS Amended & Restated Power Pooling Agreement

City Council Briefing

March 3, 2026 | Effective Date: May 1, 2026

What This Agreement Does



Scheduling Agent Authorization

UAMPS schedules and dispatches Logan's power, including bidding resources into the EDAM organized market



Market Purchase Rules Defined

UAMPS buys power to cover Logan's forecasted deficiency beyond owned resources (CRSP, WAPA, local gen)



Settlement & Billing Clarification

UAMPS handles market settlements and allocates charges/revenues based on cost causation principles



Replaces Prior Agreement

Formalizes practices that were previously informal and adds protections that didn't exist in writing

How the Agreement Works



Key Protection

UAMPS cannot schedule or bid Logan's Outside Resources into EDAM without Logan's express consent, and must relay Logan's schedule without deviation. Logan controls what goes into the market and how it's scheduled.

Staff Recommendation



APPROVE

This agreement is necessary for EDAM participation and is a significant improvement over the prior agreement. It formalizes protections for Logan's resources that did not previously exist in writing.

Due Diligence Completed

- ✓ Legal counsel has reviewed the full agreement package — no comments
- ✓ Entitlement shares are known and understood
- ✓ Long-term UAMPS project commitments are understood and extend well beyond the 5-year notice period
- ✓ Pooling Appendices for Outside Resources (CRSP, WAPA) will be completed in parallel with approval

Key Improvements Over Prior Agreement

Before	Now
No written resource protections	Logan controls scheduling of CRSP/WAPA — UAMPS must follow Logan’s instructions exactly
Load forecasting not required	Formal annual Load & Resource Forecast with Logan input and mutual agreement
Ad hoc purchasing	Annual Purchase Plan tied to documented deficiency, approved by governing committee
Cost allocation not addressed	Cost Causation principle: charges allocated to the city that caused them
No governance framework	Formal Project Management Committee with voting, weighted votes, advisory committees
No billing or dispute procedures	Codified billing cycle, dispute process, and audit rights

Key Risks to Understand

Item	Detail
Unconditional Payment	Logan pays regardless of UAMPS performance or market disruptions. No offset or counterclaim. Pay-first-dispute-later.
Liability Standard	UAMPS only liable for gross negligence or willful misconduct. Asymmetric remedies favor UAMPS.
Commitment Length	5-year notice minimum, but Logan's existing UAMPS project commitments extend well beyond that.
Borrowing Authority	UAMPS can borrow for the pool project with committee approval. Logan proportionally liable. No cap.
Admin Cost Sharing	Logan's proportional share of all UAMPS overhead. No ceiling on costs.
Resource Protections	Strong. Logan controls scheduling of its own resources. Significant improvement.

These risks are standard for UAMPS power sales contracts and typical for organized market participation. They represent firm commitments, not unusual provisions.

Payment Obligations

What Logan Pays

- Power purchased on Logan's behalf
- Market settlement charges/revenues
- Proportional share of UAMPS admin & overhead
- Scheduling and transmission fees for Outside Resources
- Proportional share of Credit Agreement repayment

Key Terms

Billing	10th of month following billing period
Late charge	1% per month, compounded (~12.7% annual)
Disputes	Pay first, dispute within 60 days
Source	Electric System revenues only — no property tax

Unconditional Obligation

Payments are not subject to reduction, offset, or counterclaim. Not conditioned on UAMPS performance. Must be made even if market access is interrupted or services are curtailed. This is standard in UAMPS contracts but represents a firm financial commitment.

UAMPS Governance & Authority

Project Management Committee

- One voting representative per city
- Weighted votes available (by Entitlement Share)
- Approves Annual Purchase Plan
- Approves Credit Agreements
- Sets cost allocation policies
- Defaulting members lose voting rights

What the Resolution Authorizes

- **Representative:** Mark Montgomery (Tyson Godfrey alternate)
- **Authority:** Full authority on all PMC matters including appendix approval
- **Reporting:** Quarterly to council (existing practice)
- **Irrepealable:** Resolution cannot be undone until agreement terminates



Questions & Discussion

Staff Recommends Approval | Effective Date: May 1, 2026