



HURRICANE CITY UTAH

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

Power Board
Mac J. Hall, Chair
Jerry Brisk
Pam Humphries
Dave Imlay
Joseph Prete
Charles Reeve

Power Board Meeting Agenda

2/22/2022

3:00 PM

Power Department Meeting Room – 526 W 600 N

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

AGENDA

1. Pledge of Allegiance
2. Prayer
3. Approval of Minutes from October 2021, November 2021, and January 2022

STAFF REPORTS

Scott Hughes/Power Director
Brian Anderson/Transmission & Distribution Superintendent
Michael Ramirez/Service Superintendent
Jared Ross/Substation & Generation Superintendent

OLD BUSINESS

1. Generator #9 Discussion and Possible Decision
2. DAQ EV Charging Grant Update

NEW BUSINESS

1. Fiber Discussion
2. Pole Attachment Agreement Discussion and Possible Decision
3. Public Infrastructure District (PID) Discussion and Possible Decision
4. UAMPS
 - A. Steel Solar Update
 - B. Muddy Creek Update
 - C. Enchant Update
 - D. Horse Butte Wind Update
 - E. CFPP Update
 - F. CRSP Update
5. Budget





Mayor
John Bramall

City Manager
Kaden C. DeMille

City of Hurricane

Power Board

Mac J. Hall, Chair
Jerry Brisk
Charles Reeve
Darin Larson
Pam Humphries
Dave Imlay

The Hurricane City Power Board met on October 26, 2021, at 3:00 p.m. at the Clifton Wilson Substation on 526 W 600 N.

In attendance were Chairman Mac Hall, Jerry Brisk, Pam Humphries, Dean McNeill, Darin Larson, Charles Reeve, Dave Imlay, Scott Hughes, Michael Ramirez, and Brian Anderson.

Mac Hall welcomed everyone to the meeting; Dean McNeill led the Pledge of Allegiance and Mac Hall offered the prayer. Minutes from July 2021 were approved. Minutes for September 2021 will be completed next meeting. Dean McNeill resigned from Power Board and Dave Imlay was appointed.

Michael Ramirez: Mike Ramirez reported the reclosure was removed to check for damage from the outage caused by a fox a few months ago at the Anticline Substation. It has been re-installed and is back in service. Installed controllers at Anticline Substation and are testing them and a differential relay. Relay testing in-house is a new step and advantage. Open substation position applications have been plentiful, and they are conducting preliminary interviews. Decided to try new oil sampling company for transformers and regulators. Cost is lower and seem more personable. Oil samples will be taken the second week of November. These are not the generator oil samples which are handled by Caterpillar.

Brian Anderson: Brian Anderson provided update on Quail Creek Industrial Park Phase 4 project. Explained elbow terminations in vaults and transformers. Working on 600 N Transmission Project Phase 2 hauling steel poles and getting material ready. Will take an outage from January through February 2022 on transmission on that line to set new poles and complete project. Power feed will come from Windy Ridge Substation using Rocky Mountain Power during scheduled outage. Residents shouldn't notice any difference. Repaired underground faulted direct-buried secondary wire in Lava Bluff subdivision.

Rate Increase Update and Report: Scott Hughes provided update to rate increase approved by resolution. All rates were added to Exhibit "A" during process of updating to new rates. Discrepancies discovered while updating rates were resolved and updated in billing system. Some rate set-ups in Caselle had been entered incorrectly resulting in an undercharge to residents on those rates. New rates going into effect for November 2021 bills.

AMI Metering Update: Scott Hughes reported there is money in the budget to move forward with this project. After restructure of existing staff this project will be assigned to a specific employee to oversee.

600 N Phase II Update: Scott Hughes reported this topic was covered by Brian Anderson during his presentation earlier in the meeting. No more questions or additional information to discuss.

Capacity Discussion: Scott Hughes provided update on capacity south of town. Planning Director's recommendation to City Council was not to enact a moratorium. Things still critical. ICPE study of the circuit that feeds that area. Result of study showed load is at capacity, but things can be done to create more capacity. Potential solution to move load from existing circuit to different circuit. Existing regulators north of 2300 S are low on voltage. To increase capacity and correct circuit, ICPE recommends installing more regulators. Could use bank of regulators from Anticline. Looking at purchasing larger regulators that can be used for future projects and then using them temporarily until substation can be built to justify cost. Councilman Darin Larson reported at the last council meeting there were zone

changes approved with a stipulation that permits could not be pulled until capacity is resolved.
Discussion about budgeting and right-of-way issues.

New Personnel/Position Discussion: Scott Hughes provided update on staffing changes. April Hill still working remotely to help train Crystal Wright and as needed. Position additions and restructure of existing staff. Service Crew, Substation and Line Crew/Transmission divisions created. Open positions still exist for 2 employees replacing vacancies.

1150 W Transmission Discussion: Scott Hughes reported that Dave Imlay provided Rocky Mountain Power a notice April 2021 giving them 2 years to be off the line. Preparation to provide 69kv transmission on that line by April 2023. Working on easements and substation site. Looking into increasing existing property size on 1300 S for substation with potential for 138kv future service. This route should be more budget friendly.

Substation Updates: Scott Hughes reported on the two different potential routes that are being pursued. Large transformers for substation are approximately 2-year lead times. Quote received on additional transformer. Possible preference due to membership with UAMPS may have shortened lead time. Looking for approval to order an additional transformer. Discussion about risks and benefits to putting in the order. Approval given to order additional transformer.

SR7 Easement Discussion: Scott Hughes has bids for Civil Science and Alpha Engineering for alignment studies. Hesitation to spend money with unclear outcome due to continuing negotiation with landowner. Arthur LeBaron, City Engineer, suggested conducting 2 alignment studies to determine which master planned roadway would be a better path for power to use. Power staff would prefer to install power along SR7. Mac Hall suggested to continue working with Engineering Department and bring more information back next month. Direction given to make sure we do get a right-of-way if we pursue paying for the alignment studies.

Clean Electricity Performance Program (CEPP) Discussion: Scott Hughes shared information regarding proposed federal clean energy standard program designed to mandate generation of clean energy by an increase of 4% each year. Dave Imlay explained that clean energy is described as less than 1/10th of a metric ton of carbon emission. Federal proposal has not been passed at this time.

UDOT EV Charging Plan Discussion: Scott Hughes discussed grant availability to provide Electric Vehicle (EV) charging stations. Discussion about who pays for the power usage once the stations are installed. Would want station locations along major travel arteries, hotels, or restaurants to be most effective. Scott Hughes will investigate details about the grant.

Wildland Fire Protection Plan (WFPP) Discussion: Dave Imlay provided explanation of wildland mitigation plan. If plan in place is followed, it helps limit potential liability if power lines cause an unintended wildfire. Not a lot of risk in our area, however, the turtle habitat area is one area of risk.

Mutual Aid Agreement Discussion: Scott Hughes mentioned he needed to add a discussion and report about the background regarding Mutual Aid Agreement that has come up throughout the state. UAMPS staff is neutral on the agreement themselves. Mac Hall stated if a decision needs to be made by City Council, it will need to officially be added to the agenda next month so a vote and recommendation can be sent onto council.

Budget: Scott Hughes reported we are 2 months into the budget and have used 50% of our total budget. Dave Imlay reported that it's usually around 25% during the same period. UAMPS bill is the main cause

of the increased cost of sales. Mac Hall expressed concern between the cost per megawatt average versus what was budgeted for the cost per megawatt.

CFPP Update: Scott Hughes provided update on program and site. Project bringing in more drills to get back on schedule. Nuclear Regulatory Committee (NRC) visit went well. Discussion about cities who are increasing participation in project. One company dropped out.

Pool Project Update: Scott Hughes provided updated information about issue that occurred this past summer. UAMPS has requirement to balance load day-ahead to cover energy loads. There was an issue with UAMPS purchasing energy day-ahead and then real-time pricing was lower. Members were purchasing energy real-time to save cost while UAMPS took the pricing hit. Solutions presented by UAMPS to Members is still under discussion and they are seeking feedback. Discussed some of the reasons and solutions presented by UAMPS. There is a need to increase firm resources to cover loads. Must be careful not to over-purchase resource to cover the high summer month loads and then have unused resources during remainder of the year.

IPP Discussion: Scott Hughes discussed costs are coming down and calling back IPP is a possibility. Questions regarding the length of time required for notification to callback and how long we must keep IPP if it's called back. Scott Hughes will continue research to answer those questions.

The Power Board adjourned at 5:30 p.m. The next Power Board Meeting is scheduled for November 30, 2021, at 3:00 PM.



Mayor
John Bramall

City Manager
Kaden C. DeMille

City of Hurricane

Power Board
Mac J. Hall, Chair
Jerry Brisk
Charles Reeve
Darin Larson
Pam Humphries
Dave Imlay

The Hurricane City Power Board met on November 30, 2021, at 3:00 p.m. at the Clifton Wilson Substation on 526 W 600 N.

In attendance were Chairman Mac Hall, Jerry Brisk, Pam Humphries, Dave Imlay, Darin Larson, Charles Reeve, Scott Hughes, Michael Ramirez, Brian Anderson, Jared Ross, and Crystal Wright.

Mac Hall welcomed everyone to the meeting; Darin Larson led the Pledge of Allegiance and Jerry Brisk offered the prayer. Pam Humphries recommended, and Darin Larson seconded the approval of September 2021 minutes.

Michael Ramirez: Transitioned to new position of Service Superintendent. Solar applications are backed up. Not enough meters available in stock to supply meters for all existing applicants. Solar meters have been on order since April 2021. Provided updates with new and existing projects. Installed power to new traffic signal at 4400 W. Scott Hughes update regarding a new employee who will start in middle of December in the substation and is a journeyman lineman.

Brian Anderson: Transitioned to Transmission & Distribution Superintendent. 600 N Transmission Line Project update. Setting steel poles in preparation for scheduled outage. Steel poles set in between hot lines. High winds caused lines to blow into steel pole causing outage of Brentwood and Clifton Wilson substations. IPSA Hotline School happened at beginning of month. Some employees were attendees, and some were teaching. Christmas decorations are all up.

Jared Ross: Transitioned to Substation & Generation Superintendent. Working on filling substation employment vacancies. Chris Shamo temporarily helping in substation department in interim. Working on circuit 101 regulator bank equipment. Ordering material and ordering switches. Plan to take set of regulators out of Anticline to use temporarily. If more regulators are needed back at Anticline, we will replace them with regulators that should be coming in February. Organizing substation and generation office.

SR7 Easement Update: Scott Hughes presented Bench Lake Power Transmission Alignment Study which shows bids from Civil Science and Alpha Engineering. Alpha Engineering bid was chosen. City Engineer, Arthur LeBaron, has asked other departments as well as Dominion Energy about contributing to cost of alignment studies. Study will be done for two routes to determine which is best. Kickoff meeting with Alpha Engineering for study next week. Dave Imlay suggested we contact Dixie Power regarding a possibility of a dual circuit through there. They may be interested in the study or would want to potentially participate.

Clean Electricity Performance Program (CEPP) Update: Scott Hughes updated that this portion of the Build Back Better federal legislation has been removed from the bill. This bill had been presented as a big push into renewable energy.

DAQ EV Charging Grant Discussion: Scott Hughes reported DAQ will match 50/50 for qualified applicants who would like to install EV charging stations. Incentive for businesses to provide stations. Dave Imlay suggested if we want to test out whether we want to participate, we could do a small number of stations to try it out. Mac Hall asked if stations are metered for power consumption. Discussion about whether and how to charge for usage and potential locations that would be viable. If

we would like to test participation, the Community Center may be a good location to try out a couple of stations.

Wildland Fire Protection Plan (WFPP) Update: Scott Hughes provided update that there isn't actual paperwork drawn up for the plan yet. It would be legislation UAMPS would write up that would protect power agencies from litigation due to power-caused wildfires. It provides mitigation plans to lessen risk that could be followed to help provide legal protection. UAMPS is looking to find out which agencies are interested in participating. We expressed initial interest.

New Property Purchase Approval: Scott Hughes described the property we currently own. It is sufficient for a single-bay substation. Future use would need a double-bay 138 KV substation. There is a planned roadway requiring some of the existing property. More property is needed to provide sufficient size needed for substation. Negotiations with landowner provided two options. Option one would purchase an additional parcel adjacent to the existing piece. This would be slightly larger than needed as well as a larger sum of money. Option two would swap the existing piece for different piece further north that is larger and would be a smaller sum of money. This larger piece to the north would provide just enough property to allow for the roadway and still have enough area to build substation. Option one has large irrigation valves that would need to be moved and is a large rocky area. Option two would require an easement to access new site and require extra work to get from substation to existing circuit junction. Staff recommendation after pros and cons is option two. It is also the preferred option by the landowner. Charles Reeve motion to recommend approval to exchange property, maintaining existing right-of-way and easements and the additional fee to purchase. Dave Imlay seconded the motion. Motion passed unanimously.

Mutual Aid Agreement Approval: Scott Hughes passed out more information regarding the Mutual Aid Agreement included in the packet. Dave Imlay discussed concerns with charging rates not being consistent between neighboring agencies. Assistance between agencies has been shared in the past without charge. Good to have agreement in place to charge if needed. Concern if agency with higher labor cost doesn't maintain their system, it opens door to rely on other agencies with lower labor cost to fix their potential maintenance problems. Mac Hall explained benefit to have a signed agreement to protect your crews. Dave motion to recommend approval. Charles Reeve seconded the motion. Motion passed unanimously.

Carbon Free Power Project (CFPP) Update: Scott Hughes provided update on project from UAMPS presentation. Project is continuing to move forward. Finished core boring four weeks early. Critical path schedule is maintained. Ten monitoring wells are behind schedule, but it's not a critical path schedule. Data collection will occur in December. Demobilization from site during December. Discussions continue with potential site operator. Subscriptions to project remain the same.

Pool Project Update: Scott Hughes reported that a UAMPS presentation will happen tomorrow at our location for Southern Utah members. More detailed information will be forthcoming after that meeting.

IPP Discussion: Scott Hughes reported that a decision needs to be made by December regarding calling back IPP resource. Options to bring back for eight-year period or bring back seasonally. If seasonal choice is preferred, we need to make that decision now for Summer 2022. Dave Imlay provided some direction to talk to Blaine at UAMPS regarding when the debt service will be paid off for the project. Scott Hughes stated that many UAMPS members seem interested in calling it back for various reasons. The price of IPP historically was expensive due in part to the debt service. With the high cost of power forecasted it makes calling IPP back more advantageous. Advice given to Scott Hughes to have Kelton at

82 UAMPS run analysis to determine whether it would have been helpful to have called back IPP with last
83 year's numbers.

84 **Budget:** Scott Hughes provided updates with average cost of power prices in September and an
85 overview of the last 10 years. 2021 overall has seen much higher power prices for most months over
86 2020 average prices and all previous 10 years. With multiple projects in the works, it will continue to be
87 important to keep an eye on power prices and their effect on the budget.

88 **Other:** Mac Hall began a discussion about whether to hold Power Board Meeting in December. Decision
89 made to have Scott Hughes determine whether to call to order a meeting or not. Only if needed or
90 called to order, it will be held on December 21, 2021.

91 The Power Board adjourned at 5:08 p.m.

DRAFT



HURRICANE CITY UTAH

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City Manager
Kaden C. DeMille

Power Board
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Pam Humphries
Dave Imlay
Joseph Prete
Charles Reeve

1 The Hurricane City Power Board met on January 25, 2022, at 3:00 p.m. at the Clifton Wilson Substation on 526
2 W 600 N.
3
4 In attendance were Chairman Mac Hall, Jerry Brisk, Pam Humphries, Dave Imlay, Joseph Prete, Charles Reeve,
5 Fred Resch, Scott Hughes, Michael Ramirez, Jared Ross, and Crystal Wright.
6
7 Mac Hall welcomed everyone to the meeting; Pam Humphries led the Pledge of Allegiance and Charles Reeve
8 offered the prayer.
9
10 **Scott Hughes:** Scott Hughes reported this meeting would be updates and information. There aren't any
11 approvals to take care of. Welcome Joseph Prete, who is our new City Council representative. Welcome Fred
12 Resch from the Planning Department. The Planning Department will have a representative regularly at our
13 meetings. New employee Tyson Irvine came from Dixie Power and is a lineman. Discussed UAMPS Public
14 Power Breakfast and a UAMPS workshop invitation for all board members. Notified that we succeeded in
15 obtaining Reliable Public Power Provider (RP3) Gold designation.
16
17 **Brian Anderson:** Brian Anderson was unable to attend so Michael Ramirez and Scott Hughes reported for Brian
18 Anderson. 600 North Project is making progress. All but two poles set and in place. A crane is scheduled to
19 place the two largest poles this week. Transferring wires down and have been able to do most of it with lines
20 de-energized. Still receiving power from Windy Ridge from Rocky Mountain Power until mid-March. Joseph
21 Prete asked questions about pole depth and ratings for wind. Discussion regarding specs of poles and
22 differences between previous wood poles and steel poles that are replacing them. Transmission portion on
23 schedule to be done by mid-March even if distribution portion takes longer. Scott Hughes reported on 1150
24 West Transmission Project. We are using that route to get transmission south to help with capacity down
25 there. Rocky Mountain Power has been given notice to have their transmission off that line by April 2023. The
26 poles on that route down to 400 S will need to be upgraded. Working with Barry Thompson for easements.
27 Engineering has been started on this project so we can order material due to long material lead times. Scott
28 Hughes reported on 2800 W Transmission Project. Road is out to bid. Grading and roadwork will be starting
29 soon. It will connect steel poles on 600 N to the new SR-7 interchange near Canyons RV area. The crossing at
30 the interchange of SR-7 and SR-9 still needs to be resolved and a plan put in place. Scott Hughes reported on
31 the Cordero Project. The project tried hard at the end of the year to get things going quickly. They have made
32 their down payment and we have submitted the line design to the engineers. We have started ordering
33 materials for the project. This project will begin as quickly as possible once material comes in, we get the 600
34 North project completed, and the road is aligned and graded. Scott Hughes provided Balance of Nature and
35 Southern Shores report. Balance of Nature project will be a combination of manufacturing, industrial and
36 residential housing. Information provided that their plan is to generate their own power, but we are planning
37 on being able to have the capacity to provide it if they are unable to secure it themselves. Outage updates.
38 Michael Ramirez reported on 100 N 850 W outage. A young lady hit a pole with a truck. The insulators stood



up well, but the cross arm broke. The pole had to be replaced. The only actual outage was one business that had to be taken out of power to replace the pole. Jared Ross reported on the Brentwood 204 outage. The cause of the outage was never determined. Discussion about what happens to restore power in situations where no initial cause is obvious. Michael Ramirez reported on the outage on 400 S 1760 W. A local contractor bored into a main power line around 3:00 p.m. A full circuit went out of power for a short time. The Zion Vista subdivision was out for a much longer period. It was a major underground fix to pull new wire to replace the damaged wire that was there.

Michael Ramirez: Michael Ramirez reported on the issues that are being presented due to long lead times for transformers and other equipment. Developers are asking for special circumstances or variances. Notified board of the issues and downfall of accepting or issuing variances. Requested support to uphold our specs and standards. Mac Hall described good reasons for upholding them are first, safety for employees and the system; second, to put in products that will last; third, to conform to approved ordinances.

Jared Ross: Jared Ross reported updates on Sky Mountain substation. Subgrade has been started. Two more feet of material are still needed to bring it up to grade. The two large poles discussed earlier as part of the 600 North project that are being installed by crane are in front of this substation. Three Falls substation layout proposals are shown. Three layouts show differences between transformer widths and locations. Our preference is the widest transformer layout. Generator #9 and Air Permit report. The generator has increased in price substantially. Permit difficulties explained. The plan is to see if we can come into compliance without any additional restrictions on our existing permit. One solution could be to increase stack height. If that ends up not being a possibility, we may have to forego the additional generator at this site. Increased generation would have to be considered using a different property site. Discussions about potential sites that could be considered.

Mutual Aid Agreement Update: Scott Hughes reported the Mutual Aid Agreement was signed and submitted after approval given at our previous meeting. No response back yet on submission.

DAQ EV Charging Grant Update: Scott Hughes has spoken with the DAQ person in charge of the grant. We received confirmation that we can participate. There is still a lot of work to do to figure out how and where to offer charging stations. The DAQ employee also provided confirmation that we can charge for it. We would probably charge for it, and it could be a possible revenue source and offer a community resource.

UAMPS Various Project Updates: Scott Hughes reported UAMPS pool pricing projections for Summer 2022 look bleak. Discussion about a market-based rate that is being adopted by some cities as a stabilization of their fund to combat big pricing fluctuations. Dave Imlay explained that would protect a credit rating due to protecting your fund, but it would be difficult for citizens. It is a difficult decision to have to be faced with. We have discussed differentiating winter and summer rates in the past. Charles Reeve asked where we are with AMI Metering. Scott Hughes answered that we're still in the process of deciding about which company to go with. Discussion about things that affect pricing. Update regarding the UAMPS Member Resource Pool Pricing. We will have to manage our resources to balance our own loads as much as possible. Purchases by participants will be priced at the weighted average cost of all day-ahead and real-time resources in the PX. Scott Hughes explained that we have a need to purchase additional resources. Dave Imlay suggested that there is a possibility that having to pay the higher prices during our peak loads during summer months may still be cheaper than purchasing additional 24/7 resources. It would require additional analysis. This policy will also require us to provide internal generation operational availability by hour, declare an operational commitment

85 to cover our load and/or provide excess load to UAMPS. Update regarding the Steel Solar project. So many
86 members wanted in after the cutoff, they started Steel Solar 2. Changes in the project may allow members of
87 Steel Solar 2 to switch over to the original project, which may increase our participation price slightly. Still
88 moving ahead slowly. Update regarding the Muddy Creek project. The project is still moving forward. Issues
89 with rights-of-way are continuing to be worked on. Update regarding the Enchant project. Enchant was going
90 to purchase the San Juan plant and convert it to carbon capture. This project may not be up and running until
91 September/October 2022. We are current members of the San Juan project until June 30 and Enchant was
92 supposed to take over on July 1. Update on the CFPP project. The project is still moving forward slowly.

93
94 **Budget:** Reviewed budget graphs and spreadsheets. Dave Imlay requested to see average prices for 2005-2009
95 to compare the fluctuations between that time and now.

96
97 The Power Board adjourned at 5:01 pm. The next Power Board Meeting is scheduled for February 22, 2022, at
98 3:00 pm.

HURRICANE CITY POWER
526 WEST 600 NORTH
HURRICANE, UT 84737
435-635-5536
FAX 435-635-4127

POLE ATTACHMENT AGREEMENT

HURRICANE CITY, hereinafter called "Licensor", and _____ hereinafter called "Licensee", mutually agree that the terms and conditions of this agreement, hereinafter called "Agreement", shall govern Licensee's non-exclusive use of such poles owned by Licensor as Licensor hereby grants to Licensee, permission to install, maintain, and operate fiber cable and other appurtenances, all hereinafter called "Equipment", on all of Licensor's wood distribution poles located in the City of Hurricane, County of Washington, State of Utah.

1. On any poles used by Licensee hereunder, Licensee shall not have the right to place, nor shall it place any additional Equipment upon any such poles, including that portion of the pole from ground level to the first pole attachment of any type, without first receiving permission to do so, nor shall Licensee thereafter change the position of any Equipment attached to any poles hereunder without Licensor's prior written approval.

2. Licensee shall obtain from public authorities and private owners of real property any and all permits, licenses, or grants necessary for the lawful exercise of the permission granted by this Agreement. Further, the Agreement is conditional upon Licensee submitting to Licensor evidence of compliance with the foregoing requirements prior to placing said Equipment upon said poles. Compliance with this provision shall be a continuing condition of the use of poles by Licensee and the sole responsibility of Licensee.

3. Licensee shall, at its own sole risk and expense, place and maintain such Equipment upon such poles: (1) in a safe condition and in through repair. (II) in a manner satisfactory to Licensor and so as not to conflict or interfere with the working use of such poles or facilities thereon by Licensor or by others using such poles; (III) in conformity with such requirements and specifications as Licensor shall from time to time prescribe; and (IV) in conformity with all laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including without limiting the scope of the foregoing, the requirements of the latest edition of the National Electrical Safety Code and Licensor's distribution construction standards.

4. Licensee shall complete the installation of its Equipment upon the poles within ninety (90) days of approval by Licensor. In the event Licensee should fail to do so, the permission granted by Licensor to place such Equipment upon such poles shall thereby automatically be revoked and Licensee shall have no right to place its Equipment upon such poles without first reapplying for and receiving permission to do so.
5. If, in the sole judgment of Licensor, the installation of Licensee's Equipment requires changes in Licensor's existing facilities or if Licensor's present or future use of said poles shall require rearrangement or removal of Licensee's attachments, Licensor may perform or have such work performed, all at Licensee's sole risk and expense, and Licensee, on demand, shall reimburse Licensor the entire expense thereby incurred.
6. Upon notice from Licensor, Licensee shall at any time, at its own sole risk and expense, relocate, replace or renew said Equipment or transfer it to substituted poles, or perform any other work in connection with said Equipment that may be required by Licensor; provided, however, that in cases of emergency, Licensor may, at Licensee's sole risk and expense, relocate or replace said Equipment, transfer it to substituted poles or perform any other work in connection with said Equipment that may be required in the maintenance, replacement, removal or relocation of said poles, or the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee, on demand, shall reimburse Licensor the entire expense thereby incurred.
7. Licensee shall exercise special precautions to avoid causing damage to the facilities of Licensor and to the facilities of others located on such poles and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of Licensor of the occurrence of any such damage and shall, on demand, reimburse Licensor the entire expense incurred in making repairs.
8. Licensor reserves to itself the right to maintain such poles and to operate its facilities thereon such manner as will better enable it to fulfill its own service requirements, and to grant to others the right to place and maintain facilities upon such poles, and Licensee for any interruption to Licensee's service or for any interference with the operation of Licensee's Equipment arising in any manner from the use of such poles and the facilities thereon by Licensor or others to whom such rights are granted.
9. Licensee shall not assign, transfer, or sublet any privilege granted to it hereunder without the prior written consent to Licensor, but otherwise, this Agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto.
10. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred or which shall hereafter be conferred by Licensor, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement and Licensor shall have the right to grant, continue and extend such rights or privileges. The privileges herein granted to Licensee shall at all times be subject to any such contracts and arrangements.

11. No use, however extended, of such poles under this Agreement shall create or vest Licensee any ownership or property rights therein, but Licensee's rights therein shall be and remain a mere license, which as to any particular poles may be terminated at any time by Licensor at its sole discretion upon ninety (90) days written notice to Licensee, and Licensee shall remove its Equipment from such poles within (90) days. Nothing herein contained shall be constructed as to compel Licensor to maintain any particular poles for a period longer than demanded by its own service requirements.

12. LICENSEE shall pay to Licensor an annual rental fee of \$10.00 to be billed by Licensor's normal billing schedule.

13. Annual rental charges will be subject to review and adjustment by Licensor every year from the date of this Agreement. Licensor will give Licensee ninety- (90) days written notice of any increase in the rate of the annual rental charges. Annual rental charges may also be adjusted as required by applicable state statutes or regulatory determination.

14. All amounts payable by Licensee to Licensor under the provisions of this Agreement shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills therefore. Nonpayment of any such amount when due shall constitute a default under this Agreement.

15. Licensee shall comply with all applicable Workers' Compensation Laws in the state having jurisdiction and shall furnish proof thereof satisfactory to Licensor prior to commencing activities under this Agreement.

(a) Without limiting any liabilities or any other obligations of Licensee, Licensee shall, prior to commencing activities under this Agreement, secure and continuously carry with insurers acceptable to Licensor the following insurance coverage:

Commercial general Liability insurance with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons or damage to property, including Licensee employees and all third persons and property of Licensor and all third parties based upon and arising out of Licensee's operations hereunder, including the operations of its contractors of any tier. The coverage shall include contractual liability.

Business Automobile Liability insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the work.

(b) The policies required herein shall include provisions or endorsement naming Licensor, its directors, officers and employees as additional insiders.

(c) All policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of Licensor and that any other insurance maintained by Licensor is excess and not contributory insurance with the insurance required hereunder, and provisions that such policies shall not be cancelled or their limits of liability reduced without 1) (10) days prior written notice to Licensor if canceled for nonpayment of premium, or 2) thirty (30) days prior written notice to

Licensors if canceled for any other reason. A certificate in the form satisfactory to Licensors certifying to the insurance of such insurance, shall be furnished to Licensors, Commercial general liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by Licensors, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to Licensors.

(d) Licensee shall maintain insurance coverage provided on a "claims-made" basis for a minimum period of five (5) years after the completion of this Agreement and for such other length of time necessary to cover liabilities arising out this Agreement.

(e) If licensee is a state or local government entity and is self insured for any of the above requirements, licensee may satisfy such requirements by so advising Licensors in writing signed by an authorized representative.

16. (a) Licensee specifically and expressly agrees to indemnify, defend, and hold harmless Licensors and its directors, officers, employees and agents (hereinafter collectively "Indemnities") against and from any and all claims, demands, suits, losses, costs, and damages of every kind and description, including attorney's fees and/or litigation expenses, brought or made against or incurred by any of the Indemnities resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Licensee, its employees, agents, representatives or contractors, their employees, agents or representatives in the performance or non performance of Licensee's obligations under this Agreement or in any way related to this Agreement. The indemnity obligations under this Article shall include without limitation:

- (1) Loss of or damage to any property of Licensors, Licensee or any third party;
- (2) Bodily or personal injury to, or death of any person(s), including without limitation employees of Licensors, or of Licensee or its contractors;
- (3) Interruption, discontinuance, or interference with Licensee's service to any of its subscribers; and
- (4) Claims arising out of Worker's Compensation, Unemployment Compensation, or similar such laws or obligations applicable to employees of Licensee or its contractors.

(b) Licensee's indemnity obligation under this Article shall not extend to any Liability caused by the sole negligence of any of the Indemnities.

17. If Licensee should default in any of its obligations under this Agreement, and if such default should continue beyond thirty (30) days after notice to Licensee of such default, Licensors may terminate Licensee's privileges hereunder upon written notice to Licensee and require that Licensee remove its attachments from said poles, or Licensors may elect to do such work at Licensee's sole risk and expense, and Licensee, on demand, shall reimburse Licensee for the entire expense thereby incurred.

18. The failure of Licensors to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

19. If Licensor should bring any suit, action or other legal proceeding against a Licensee, it shall be entitled to recover, in addition to any judgment or decree for costs, such reasonable attorney's fees as it may have incurred in such suit, action, or other legal proceeding, including appeals thereon.

20. Licensee may terminate this Agreement at any time upon removal of its attachments from said poles and upon written notice to Licensor.

21. Licensor may terminate this Agreement without cause, upon three hundred sixty-five (365) days' written notice to Licensee and Licensee shall remove said attachments on or before the expiration of said three hundred sixty-five (365) days or Licensor may remove said attachments at Licensee's expense.

In WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate this ____ day of _____, 20__.

HURRICANE CITY POWER

By: _____

Title: _____

Licensee Address:

AMENDMENT TO SOLAR POWER PURCHASE AGREEMENT

This Amendment to Solar Power Purchase Agreement (this “**Amendment**”) is entered into this [] day of February, 2022 (“**Execution Date**”), by and between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (“**Buyer**”) and Steel Solar, LLC, a Delaware limited liability company (“**Seller**”). Buyer and Seller may be referred to in this Amendment individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties are party to that certain Solar Power Purchase Agreement, dated as of November 23, 2020 (the “**Original Agreement**”);

WHEREAS, the Parties wish to amend the Original Agreement as described herein;

WHEREAS, pursuant to Section 12.3 of the Original Agreement, the Original Agreement may be amended or modified from time to time only by a written instrument signed by each of the Parties.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Original Agreement.

2. Amendments. Effective upon the Execution Date, the Parties hereto hereby agree that the Original Agreement shall be automatically amended without further action of the Parties as follows:

a. Contract Price. Section 4.1(c) of the Original Agreement shall be amended by replacing the reference to “\$31.45/MWH” with a reference to “\$31.35/MWh”.

b. Assignments. A new Section 7.2(A) shall be added to the Original Agreement immediately following Section 7.2 and immediately prior to Section 7.3 as follows:

“7.2(A). Buyer Financing Assignment. Buyer may from time to time request the right to assign all or a portion of the Energy Output that would otherwise be delivered to Buyer hereunder, and Seller shall reasonably consider such request from Buyer. In connection with any such requested assignment, Buyer and Seller shall work in good faith to agree on acceptable documentation required by each Party to reflect such assignment and related concerns. For the avoidance of doubt, (x) any such assignment shall not become effective until Seller has approved such assignment and received the documentation it requires with respect thereto and (y) notwithstanding any such assignment, Buyer shall remain responsible for all of its obligations under this Agreement related to such assigned Energy Output, including (i) the obligation to pay for such Energy Output to the extent the assignee thereof does not do so within the

time periods required under this Agreement and (ii) any damages associated with such assignee's failure to take any such Energy Output."

3. No Other Changes. Except as modified hereby, all of the terms and provisions of the Original Agreement shall remain in full force and effect. Any reference to the Agreement in the Original Agreement from and after the Execution Date shall mean the Original Agreement as amended by this Amendment unless otherwise expressly stated.

4. Entire Agreement. This Amendment, together with the Original Agreement, constitutes the entire agreement between Buyer and Seller regarding the subject matter contained herein and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements or understandings.

5. Counterparts; Delivery. This Amendment may be executed in two or more counterpart copies of the entire document or of signature pages to the document, each of which may have been executed by one or more of the signatories hereto and deliveries by mail, courier, telecopy or other electronic means, but all of which taken together shall constitute a single agreement, and each executed counterpart shall have the same force and effect as an original instrument.

6. Authority. Each Party represents and warrants to the other Party that (i) execution, delivery, and performance of its obligations under this Amendment (and the Original Agreement as amended by this Amendment) by such Party have been duly authorized by all necessary corporate action, and do not and will not require any consent or approval of any Person or violate any Law, (ii) all required Authorizations necessary for such Party's execution, delivery and performance of this Amendment (and the Original Agreement as amended by this Amendment) by such Party have been duly obtained and are in full force and effect, and (iii) the individual signing this Amendment on behalf of such Party in a representative capacity has full power and authority, on behalf of such Party, to execute this Amendment.

7. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

8. Governing Law. The interpretation and enforcement of this Amendment and each of its provisions shall be governed and construed in accordance with the laws of the State of New York without reference to conflict of Law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the Execution Date.

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By: _____

Name:

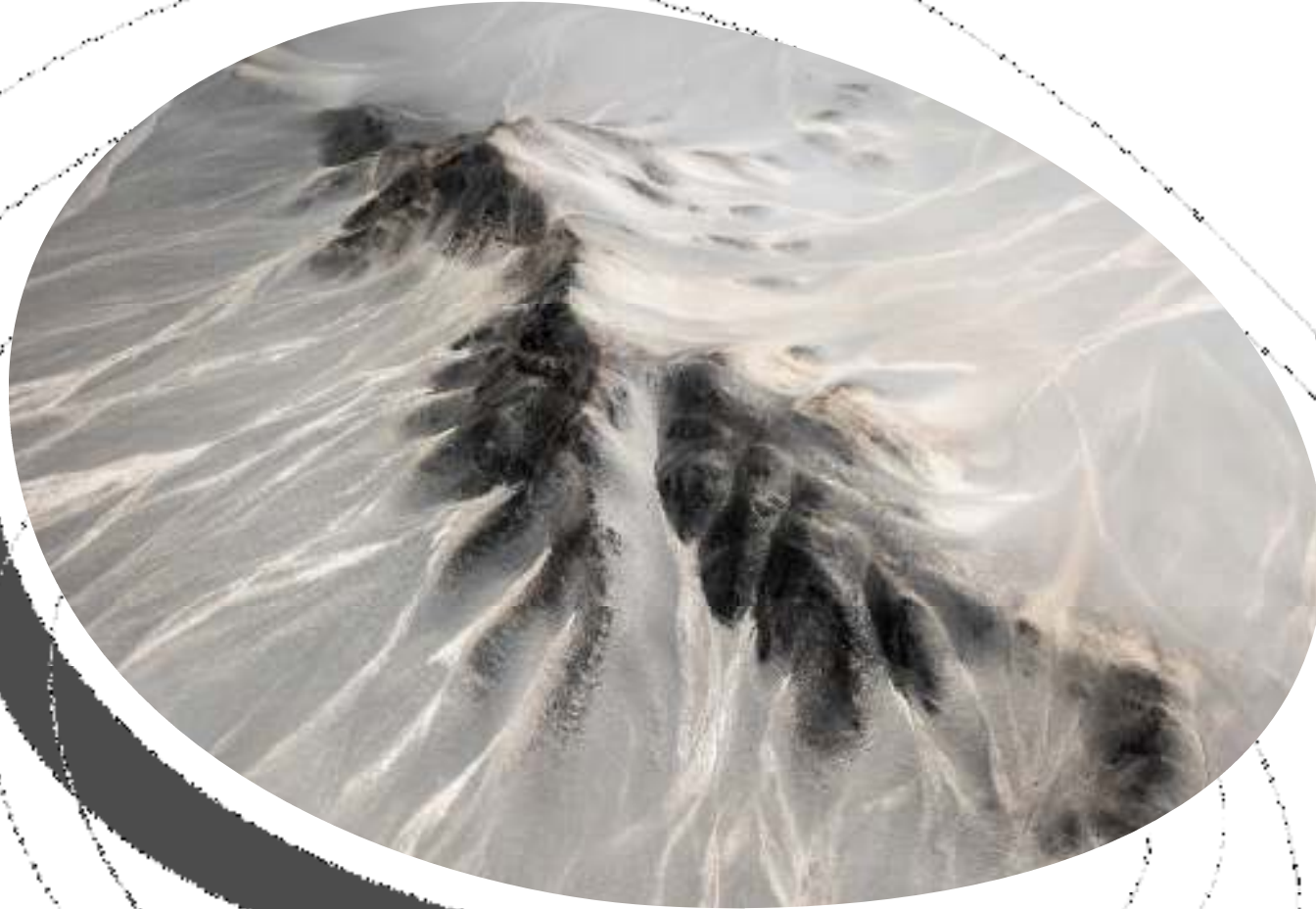
Title:

STEEL SOLAR, LLC

By: _____

Name:

Title:



Muddy Creek: Development Status Update

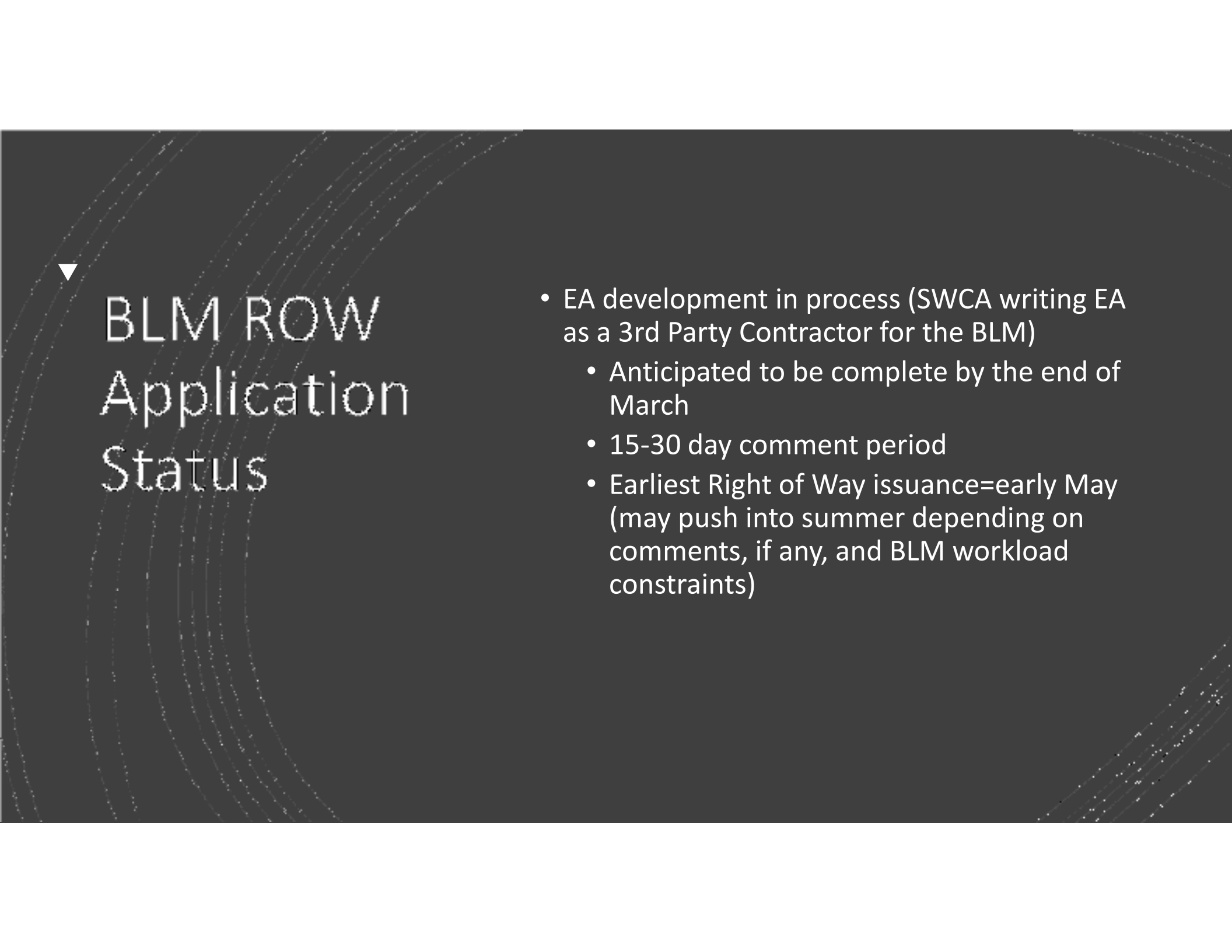
February 2022

▼
Status
Update—
Kern River

- **Host Agreement:** Kern has committed to delivering their redline by the end of this week and then schedule face to face
 - Additional Backpressure testing requested to be performed at Muddy Creek
 - Request for CAD drawings to inform Ormat EPC Bid Refresh

▼
Status
Update—
Ormat EPC
Bid Refresh

- Two meetings held with Ormat over the last month
- UAMPS staff team: Wayne, Eric, and Mason
 - Power Engineers: Chuck Egleston
- Primary objective is to revise bid scope so Ormat can refresh EPC Term Sheet Bid
 - Incorporating lessons learned from Veyo (vendor supply list, O & M considerations, etc.)
 - Tightening bid scope in Owner's (UAMPS) favor
- Anticipate having the Ormat EPC Bid refresh by late March



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BLM ROW Application Status

- EA development in process (SWCA writing EA as a 3rd Party Contractor for the BLM)
 - Anticipated to be complete by the end of March
 - 15-30 day comment period
 - Earliest Right of Way issuance=early May (may push into summer depending on comments, if any, and BLM workload constraints)

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High Level
Development
Schedule—
Near Term

- Critical Path Item is getting to an execution version of the Host Agreement
 - Objective is to have an execution version by May PMC meeting
 - Need to have certainty before committing more development dollars
- May PMC deliverables to ask for additional study budget:
 - Updated Pro Forma based on Ormat EPC Bid Refresh
 - Execution Version of the Host Agreement
 - EA issued for BLM ROW
 - Transmission System Impact Study

▼
High Level
Development
Schedule—
Summer
2022

- Deliverables under next phase of Development Work (May-Summer 2022):
 - Execution Version of EPC Contract
 - Power Sales Contract
 - Updating Pro Forma
 - Transmission Work (finalizing LGIA costs and transmission delivery costs)
 - Other permitting work (WY siting council; modification of existing Kern River air permit)



High Level Schedule— Power Sales Contract Phase

- Starts once Power Sales Contracts have been approved by governing bodies (Fall 2022)
 - Financing (Fall 2022)
 - Issue Notice to Proceed (NTP) to Ormat under EPC Contract
- Ormat construction schedule (nominally identified at 24 months from NTP under EPC Contract)
 - Commercial Operation Date=Fall of 2024
 - Anticipated COD will be updated as part of EPC Bid Refresh



Next Steps

1. **Finalize PPA and present final for approval during March PMC**
2. Work on TSRs with PNM and PAC





HORSE BUTTE WIND REPOWERING UPDATE

February 2022

RFP Work & Transmission Service Request

- Turbine Supply Agreement RFP being developed by Sargent & Lundy
 - Lots of work providing the HBW documents requested by Sargent & Lundy
 - Expecting to see draft RFP by end of week/early next week
- Discussion with Vestas regarding the RFP process

Transmission

- Submitted TSR to PAC
 - PAC has yet to request the \$15K deposit
 - Process can take up to 9 months to get through various phases (System Impact Study, etc.)
 - Information will inform RFP process—will update desired commercial operation date in RFP process as more becomes known from transmission planning

RFP Work

- Sargent & Lundy (S & L proposal) provided proposal last week to put together an RFP for Repowering & HB2 buildout
- UAMPS staff still reviewing S & L proposal with a few follow up questions
- General approach is 2 step process (1-Turbine Supply Bids; 2-EPC Bids)
 - For Turbine Suppliers—Bid package will be sent to Siemens & GE (to be compared against Vestas)
 - EPC RFP to be sent to 4 EPCs (scope of EPC work is installing HB2 turbines and BOP work; repowering work will be done by one of the three Turbine Suppliers bidding on Turbines for both repowering and HB2 turbines)
 - Total capacity between HB1 & HB2 is anticipated to be 100 MW (under discussion w/ S & L)

S & L RFP Deliverables

Scope of Work	Deliverables
Task 1: RFP development for TSA bidders	• Two Submittal Packages (Siemens, GE)
Task 2: TSA Bid Evaluation	• TSA bid evaluation matrix • Attendance at up to one virtual one-hour bid clarification meeting per bidder • Recommendation memo
Task 3: RFP development for EPC bidders	• RFP Package
Task 4: EPC Bid Evaluation	• EPC bid evaluation matrix • Attendance at up to one virtual one-hour bid clarification meeting per bidder • Recommendation memo

Anticipated timeline = ~ 16 weeks (assuming 3-4 week time period for entities to respond to RFPs)

RFP

- Cost=\$84K
- RFP Responses will provide indicative bids which will provide for a quick path to refining the LCOE assumptions and definitive contracts if the PMC desires
 - S & L will put indicative bids into LCOE model

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LCOE Assumptions

1. Repower 32 Vestas V100-1.8 MW WTGs to 32 Vestas V120-2.2 MW WTGs. Indicative Bid by Vestas used for capital costs and engineering, procurement, and construction (EPC) costs. EPC proposal also includes disposal costs for old WTGs.
2. Repowering results in a 40% annual energy production increase for the Project.
3. Average Annual Net Capacity Factor (assuming 14% losses) at 40.6% (existing capacity factor at 33.33%).
4. Existing Debt Service and issuance of new debt at an interest rate of 3% for combined debt service.
5. Owner's development costs based on 5% of total EPC costs to cover project development, permitting, and management costs.
6. Vestas provided O & M costs for years 1-5, 5-10, 10-15, and 15-20.
7. Existing site-specific operating costs provided by UAMPS were inputted into the LCOE analysis (lease payments, insurance, take permit compliance costs, transmission, etc.). A 2% escalator was applied to these costs.



LCOE Results

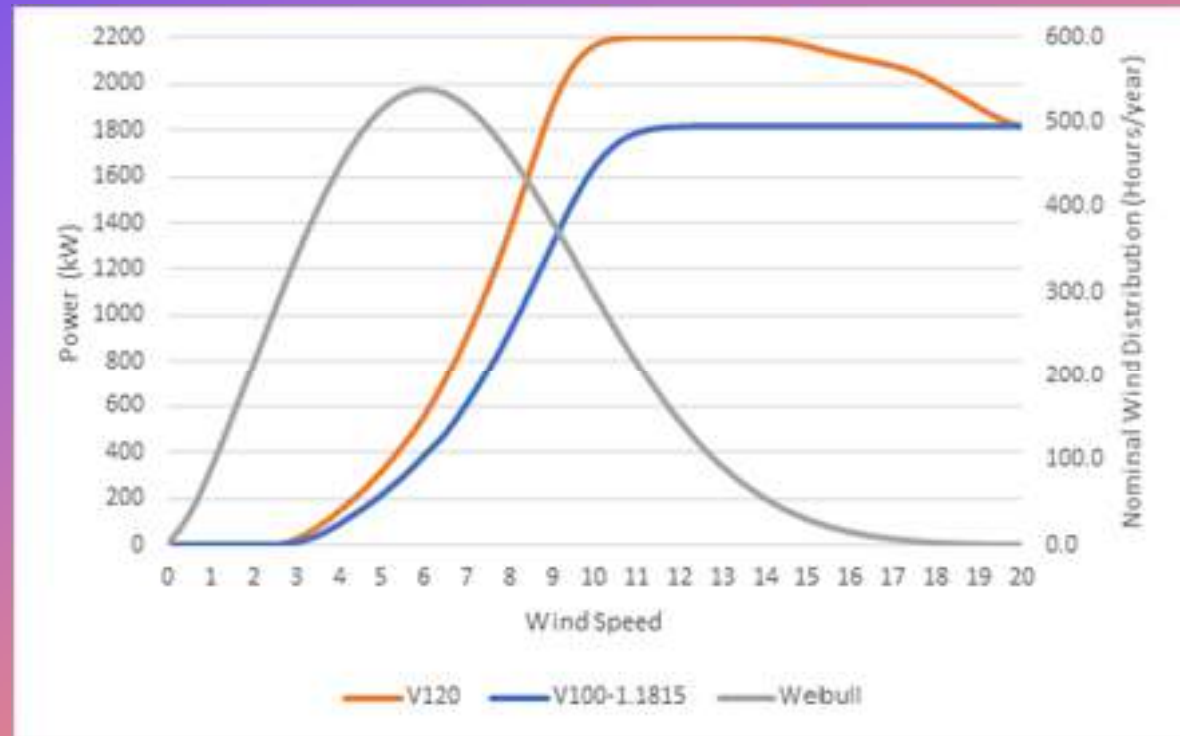
- Current Forecasted \$/MWh is \$70.87/MWh
- Forecasted \$/MWh after repowering is \$77.57/MWh
- Forecasted \$/MWh after repowering and PTC Monetization as proposed in Build Back Better Act:
 - PTC at \$25/MWh=\$43.96/MWh
 - PTC at \$30/MWh=\$37.24/MWh
- PTC passage via Build Back Better Act is a must have for repowering economics to work
- Additional LCOE analysis needs to be performed (fine tuning to account for downtime; looking at additional turbines should the PMC desire; V110s for 5 of 32 WTGs)

40% CAPACITY FACTOR AFTER REPOWERING (CURRENT 33.33%):

V120 is simply outperforming the V100 at every aspect of the power curve (e.g. cubic region ramping up to the knee of the curve, the knee of the curve, and then at rated power

increased swept area of the rotor corresponds to better performance from cut-in to the knee of the curve, and the increased rated power to the better performance from the knee to cut-out

V120 better performing for this wind regime



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S & L Observations

1. For the turbine supply, Vestas's proposed cost is \$804/kW. This cost is within S&L's higher range of expectations for repower equipment. S&L expects a median cost of about \$750/kW for this equipment if quoted in 2020 or in the early part of 2021. S&L believes this reflects the reasonable cost increase trends S&L has seen due to supply chain constraints.
2. For EPC costs, Vestas's proposed cost is \$279/kW, including FAA lighting. Similar projects executed in 2020 and early 2021 are on the order of \$130–150/kW for turbine repower installations. S&L considers Vestas's proposed installation costs to be significantly higher than recent projects.
3. S&L notes that crane breakdown/reassembly costs and double-handling costs may be required and would be marginal cost adders to be confirmed during detailed design and execution. In other words, S&L considers the evaluated costs to be a minimum price for EPC execution with mechanisms for modest increases during detailed design and execution.
4. For service and maintenance, Vestas's proposed average annual cost is \$43,317 per WTG. S&L considers this pricing competitive.
5. For sensitivity purposes, a \$10M increase in CAPEX is \$3.12/MWh increase. For \$1M increase in annual OPEX, there is a \$4.64/MWh increase.

- ~25 weeks, excluding site restoration and any force majeure delays
- Downtime will be minimized—further study of collection system to understand how to best minimize downtime based on collector system configuration

[illegible]

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Recommended Next Steps

- Elimination of HB2 study budget to be undertaken as a HBW study budget and utilize BPA refund for this study cost (HB2 Study Budget was \$189,000 and BPA refund is approximately \$2,700,000— Bond counsel concurs that this use of the BPA refund is permissible).
- Approval of re-solicitation for Repowering and Phase 2 interest during January PMC.
 - Report on Indicative HB2 Pricing and refresh of Repowering indicative pricing;
 - Discussion on TSR strategy;
 - Discussion of PTC monetization (update on Build Back Better Act); and
 - Discuss any collection system and substation limits associated with HB2 additional generating units.
- Decision to Proceed on TSR request based on LCOE analysis on repowering refresh and additional generating units up to 100 MW total capacity during February PMC.
 - Engagement with Vestas to firm up indicative bids to firm bids to include into EPC Contract
 - PMC approval of repowering and additional generating units & further due diligence activities related HBW Phase 2 (If not fully subscribed then PMC will need to determine how to proceed).

CRSP Project / CREDA Report

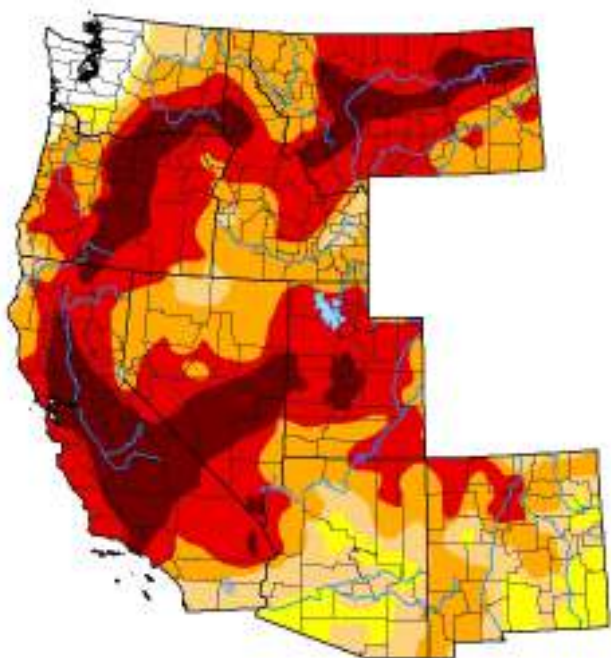
February 15, 2022

- CRSP Hydrology
- CREDA Update



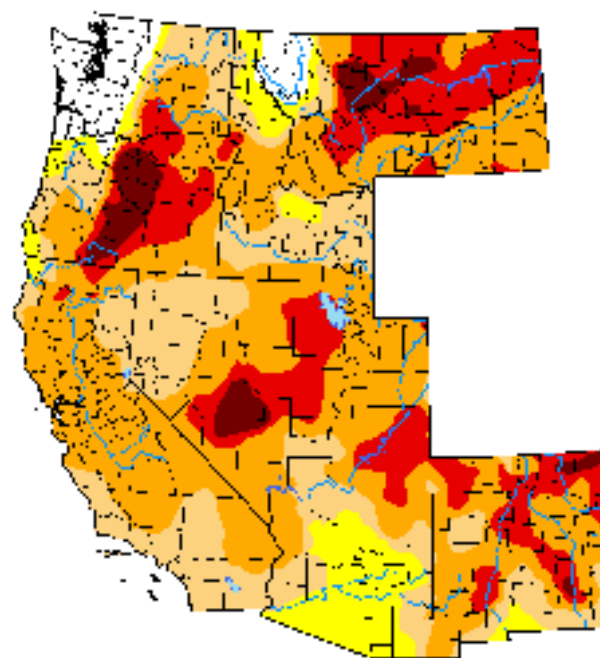
Drought Monitor

November 2021



11/9/2021

February 2022



2/10/2022

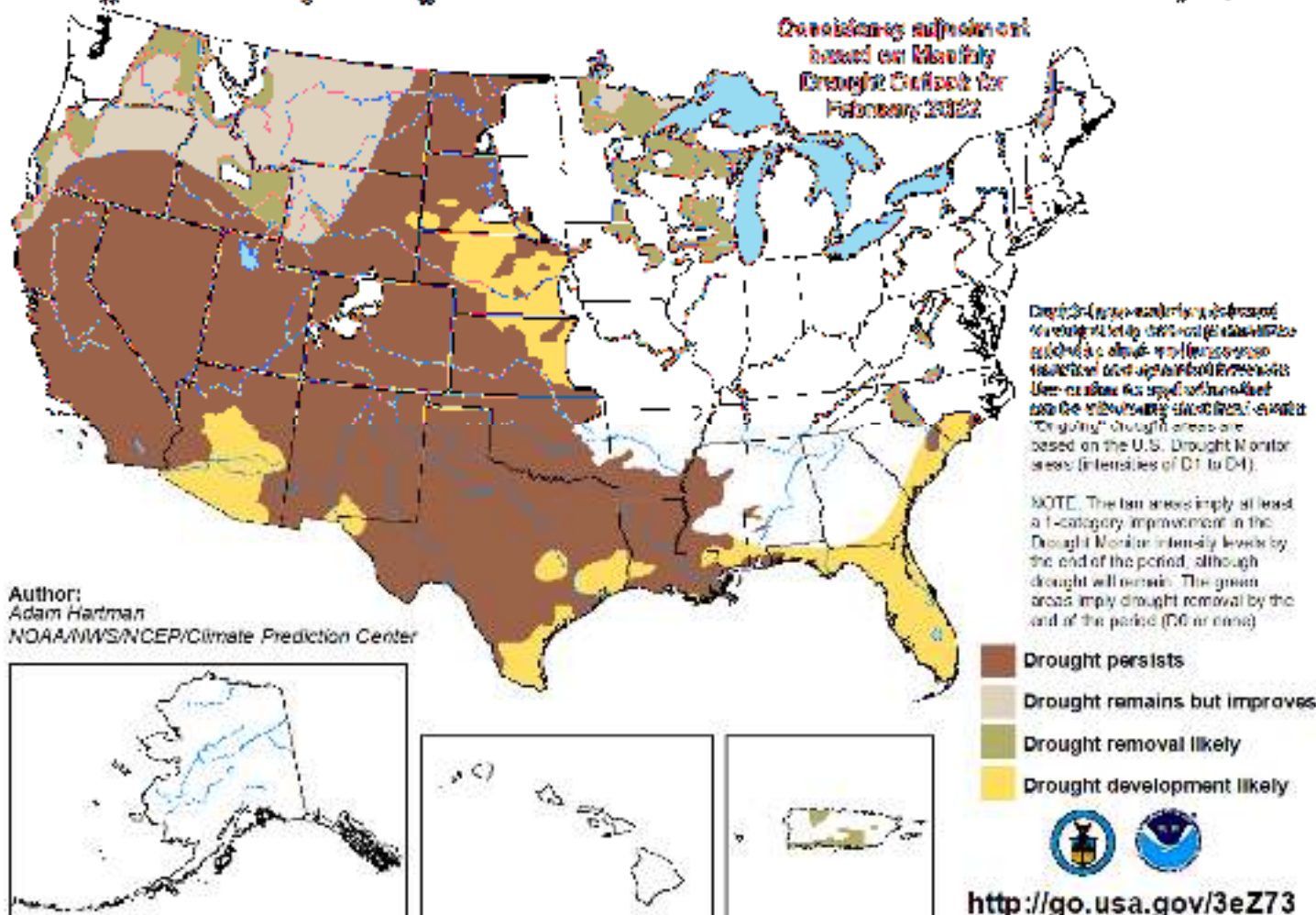


U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period

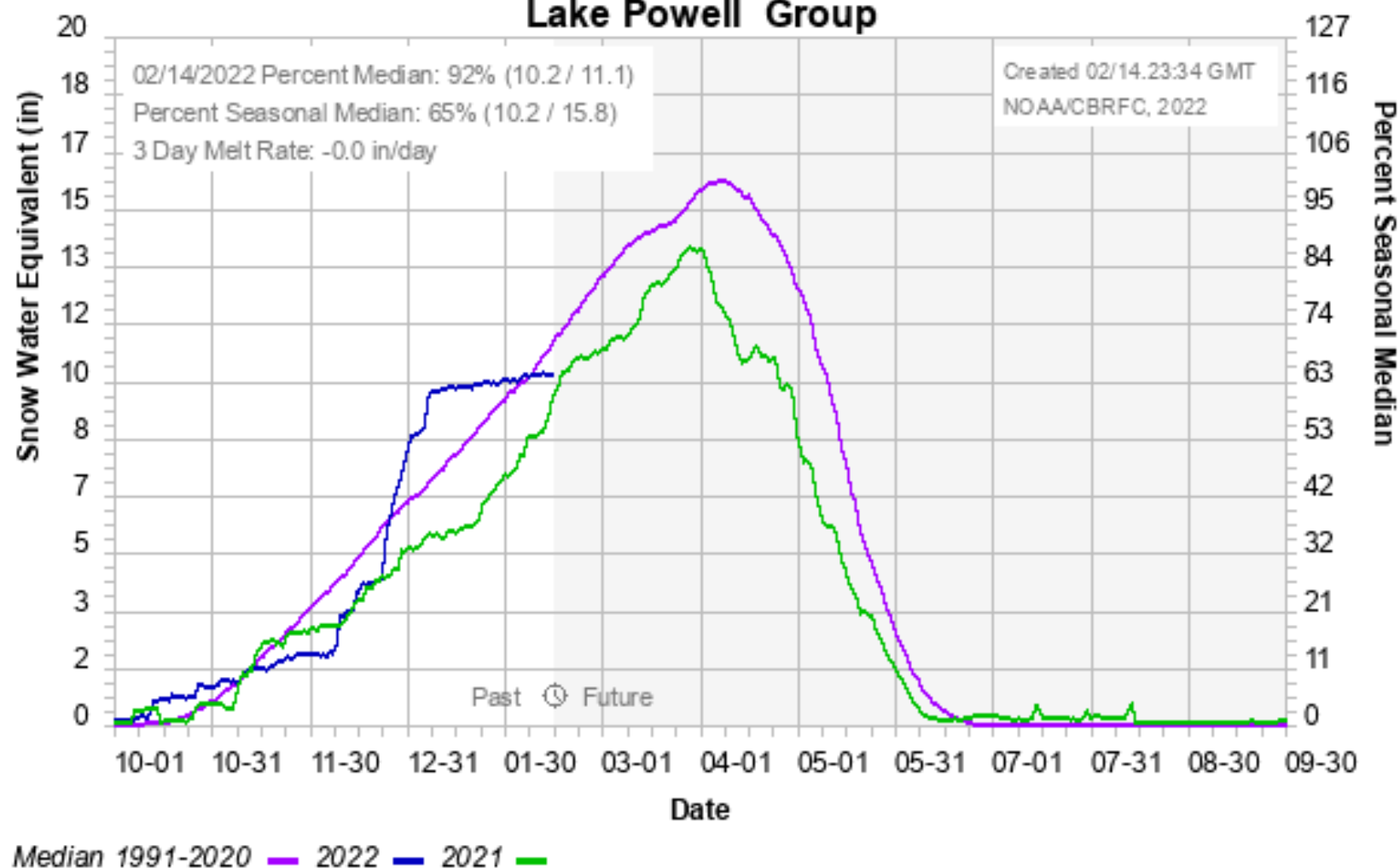
Valid for February 1 - April 30, 2022
 Released January 31, 2022

Considerable adjustment
 based on Monthly
 Drought Outlook for
 February 2022





Colorado Basin River Forecast Center Lake Powell Group

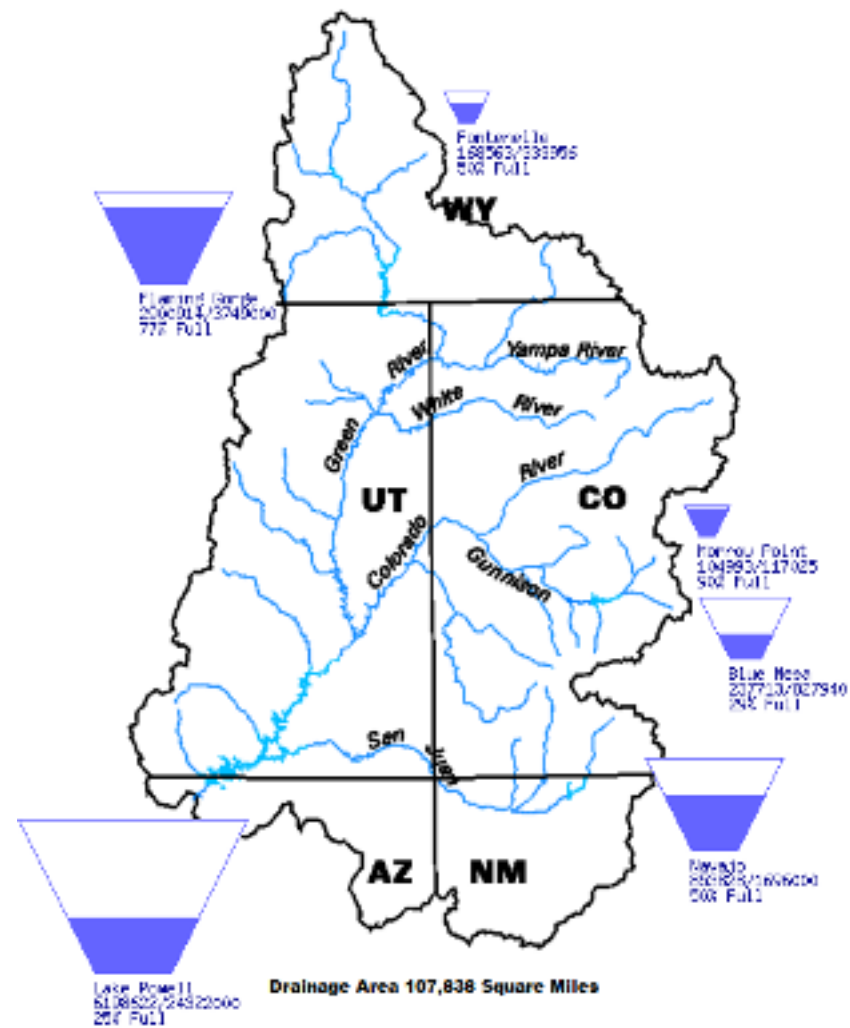


Lake Powell Conditions

- Status of Lake Powell
 - Current lake elevation = 3,529 feet
 - = 171 feet below the spillway
 - = 39 feet above penstock intake level
 - Current storage is 6.2 million acre feet
 - = 25% of reservoir capacity



Upper Colorado River Drainage Basin





Lake Powell Inflow

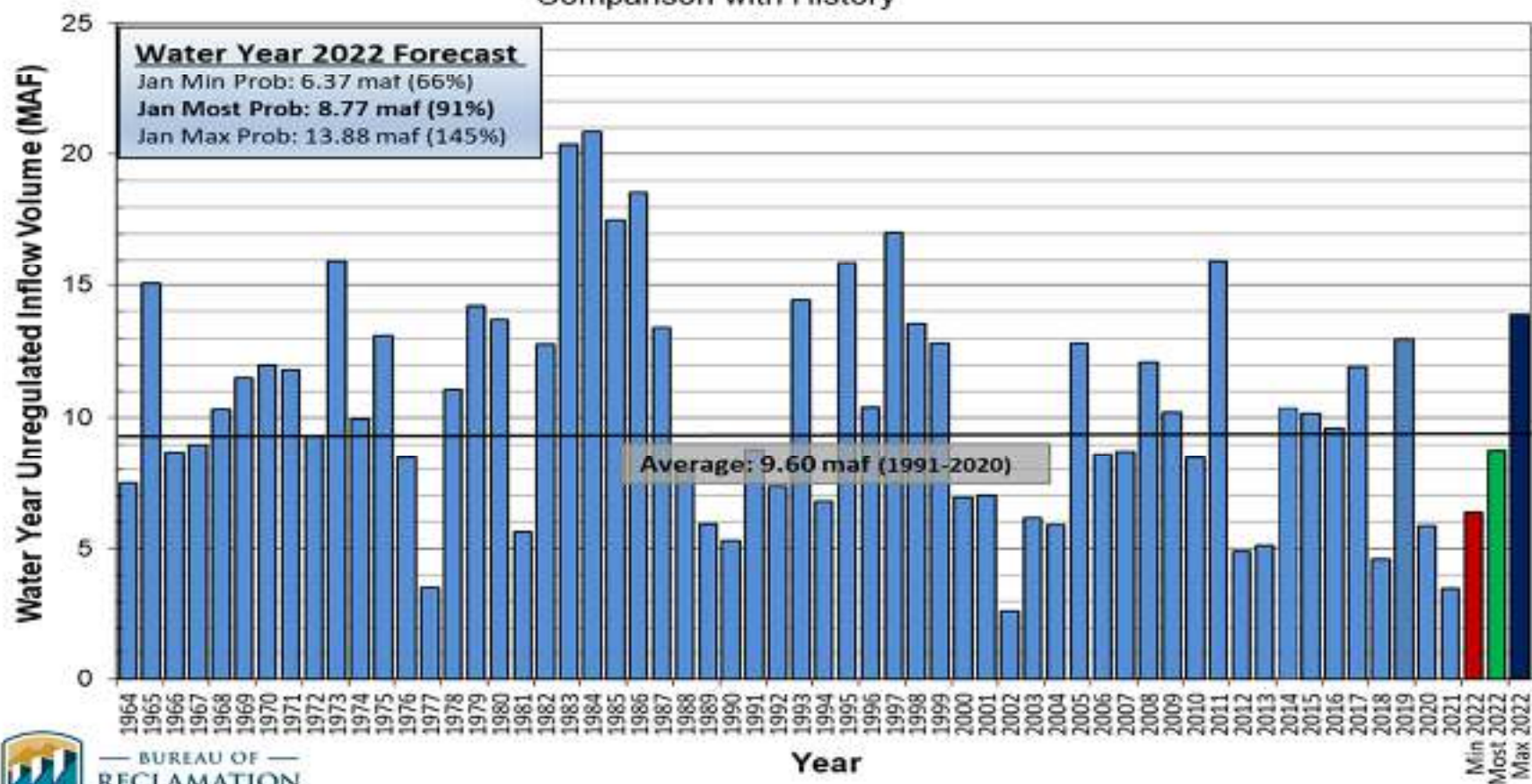
- Status of Lake Powell:
 - Historical unregulated inflow to Lake Powell by water-year
 - 2009 = 88% of average
 - 2010 = 73%
 - 2011 = 147%
 - 2012 = 45%
 - 2013 = 47%
 - 2014 = 96%
 - 2015 = 94%
 - 2016 = 89%
 - 2017 = 110%
 - 2018 = 43%
 - 2019 = 120%
 - 2020 = 54%
 - 2021 = 32% of avg.
 - 2022 = 91% of avg. forecasted (probable range of 66% to 145%)

- 2021/2022 inflow:
 - Actual
 - Nov = 83%
 - Dec = 83%
 - Jan = 74%
 - Forecast
 - Feb = 66%
 - Mar = 59%
 - Apr = 61%

Lake Powell Unregulated Inflow

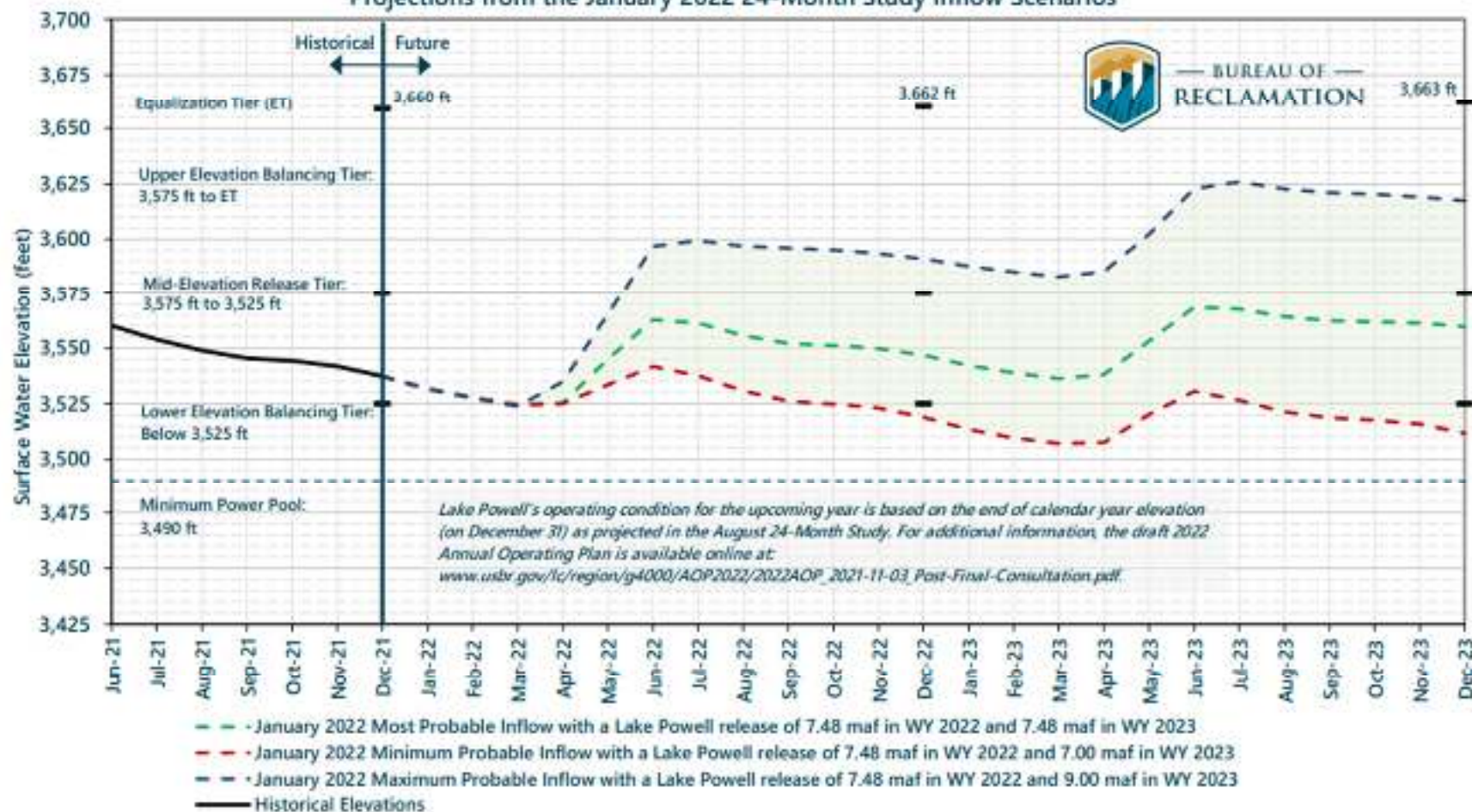
Water Year 2022 Forecast *(Issued January 5)*

Comparison with History



Lake Powell End of Month Elevations

Projections from the January 2022 24-Month Study Inflow Scenarios



The Drought Response Operations Agreement (DROA) is available online at: <https://www.usbr.gov/dcp/finaldocs.html>.

Drought Response Operations Agreement



- Released from Lake Powell reduced in January through April 2022
 - To help protect lake level
- Will be released later in year
- 7.48 maf releases are set for the year
- Will consider additional water releases from upstream reservoirs
- Worry that level could go below minimum power pool (3,490')

CRSP WAPA-199 Rate



- Take amount of energy generated by hydro
- Optional to firm to SHP contract amounts with passthrough energy costs
- Reduced amounts starting December 2021

Final from WAPA

Comparison of Existing and Provisional Rates Salt Lake City Area Integrated Projects Firm Power Rates			
	Energy mills/kWh	Capacity \$/kWmo	Composite mills/kWh
Existing Rate (SLIP F10)	11.43	\$ 4.85	27.45
Provisional Rate (SLIP F11)	12.36	\$ 5.25	30.51
Change from existing rate	0.93	\$ 0.40	3.06
% Change	8.1%	8.3%	11.2%

2022 UAMPS Kelton

Description	\$/MWh	Change
Rate		8%
Dollars		-5%
Energy		-31%
Composite	38.8	➔ 37%

Colorado River



- Bug Flows – fish people like the results of the bug flows and want to do more
- High Flow Experiments (HFE) – rafters like since it builds beaches
 - Bad look with extremely low water
 - Disturbance Flow would be better as it doesn't bypass generators

Lake Powell End of Month Elevations

Projections from the October 2021 24-Month Study Inflow Scenarios

