



HURRICANE CITY UTAH

Mayor

Nanette Billings

City Manager

Kaden DeMille

City Council

*David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete*

Hurricane City Council Meeting Agenda

November 7, 2024

5:00 PM

City Council Chambers 147 N 870 W, Hurricane

Notice is hereby given that the City Council will hold a Regular Meeting in the City Council Chambers 147 N 870 W, Hurricane, UT. [Meeting Link on Webex](#) Meeting number: 2630 456 5376 Meeting password: HCcouncil Join from a video or application Dial 26304565376@cityofhurricane.webex.com. You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-415-655-0001 US Toll Access code:26304565376. A silent roll call will be taken, followed by the Pledge of Allegiance and prayer by invitation. **THOSE WISHING TO SPEAK DURING PUBLIC FORUM MUST SIGN IN WITH THE RECORDER BY 6:00 P.M.**

5:00 p.m. Pre-meeting

1. Agenda Summary

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for October 3, 2024 and October 17, 2024, and special meeting October 25, 2024

Presentation by United We Pledge - update on Liberty Village

Presentation and update regarding the Epson Tour Golf Tournament - Penny James Garcia

Public Forum – Comments from Public

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 3 minutes per person per item. A spokesperson representing a group to summarize their concerns will be allowed 5 minutes to speak. Repetitious commentary will not be allowed. If you need additional time, please request agenda time with Cindy Beteag in writing before 12:00 p.m. the Tuesday one week before the Council meeting.

NEW BUSINESS

1. Consideration and possible **award of a construction contract for the four-court gym** - Arthur LeBaron

2. Consideration and possible approval for the **Street Department 5-year improvement plan** - Mike Vercimak
3. Consideration and possible approval of LUCA24-07 a **Land Use Code Amendment to Title 10, Chapter 15** to provide an exception to allow the takeoff and landing of aircraft in commercial zones for the purpose of medical transport at hospital facilities. Hurricane City Planning, Applicant.
4. Consideration and possible approval of a **power line extension** for Cielo at Coral Canyon - Cole West Home
5. Consideration and possible approval of a **power line extension** for Black Ridge Ph 2 - Wasatch Commercial Builders
6. Consideration and possible approval of a **Resolution authorizing and approving the Millard County Power Project Power Sales Contract with Utah Associated Municipal Power Systems**; and related matters - Scott Hughes
7. Consideration and possible approval of a **Resolution authorizing and approving the Power County Power Project Power Sales Contract with Utah Associated Municipal Power Systems**; and related matters - Scott Hughes

OLD BUSINESS

1. Resolution No. 2024-37: Consideration and **possible adoption of an update to the General Plan for a comprehensive amendment to the Future Land Use Map.**

NEW BUSINESS CONTINUED

1. Mayor, Council, and staff reports
2. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Adjournment

I hereby certify that the above notice was posted to the city website, (www.cityofhurricane.com) posted to the state public notice website, and at the following locations:

1. City office – 147 North 870 West, Hurricane, UT
2. The Post Office – 1075 West 100 North, Hurricane, UT
3. The library – 36 South 300 West, Hurricane, UT

_____ for the City Recorder

Agenda Summary for Hurricane City Council November 7, 2024

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Minutes for 10/3/24, 10/17/24, and 10/25/24

Presentation by United We Pledge

Presentation and update regarding the Epson Tour Golf Tournament

New Business

1. The 4-court gymnasium building has been budgeted, designed, and advertised for construction. The City has received 10 bids from the contracting community. The bids ranged from \$5.2 million to \$7.6 million for constructing the building along with the associated parking lots and site work. Bud Mahas Construction was the low bidder. A selection committee consisting of a Council Member, key staff, and the City's consultant architect reviewed the qualifications of each contractor according to the selection criteria set forth in the bidding documents. Bud Mahas Construction scored the highest of all the contractors. A summary of the bids and scoring is attached for your information. The selection committee has reached out to staff at Bud Mahas to review their bid and they are ready to start as soon as the City can award the project.

It is the recommendation of the selection committee that the project be awarded to Bud Mahas Construction as the successful bidder in the amount of \$5,222,000.

-Arthur LeBaron

2. Mayor and City Council,

As you may be aware, the 100 North Improvement project was the last project in our pipeline of future street improvement projects.

In an effort to keep the city moving forward with street improvements, Public Works convened a workshop comprised of Mayor Billings, Councilman Thomas, Arthur LeBaron, Kaden Demille, Weston Walker and myself.

During budget discussion this past spring the Council had 2 robust discussions about what roadways should be put on our 5-year plan and what priority they should have in the hierarchy of projects. The group used the list generated by those discussions along with the information received from the Public in two different polls that were taken about road projects and came up with a recommendation for the City Council.

Please find attached the list of projects the group arrived at and the priority of each project. Our analysis consisted of (1) the current condition of roads (2) result of

improvements, i.e.: greater safety, connectivity, area of influence of each project, etc. (3) Right of Way acquisition required (4) relationship to other City projects, i.e.: pressurized irrigation expansion (5) engineering already done and (6) budget constraints. Our list also provided a short narrative about each project.

This list is provided as a basis for discussion, and we are hoping that the City Council will be able to reach an agreement on the project list so we may move forward with our planning.

If you have any questions, please feel free to contact me or any other member of the group.

Respectfully,
Mike Vercimak
Director of Public Works

3. In 2012, in response to helicopter tour businesses in the City, the City Council passed an ordinance banning the takeoff and landing of aircraft in commercial zones. Since that ordinance was passed, Intermountain Health expanded its Hurricane facility to include an emergency room with a helipad. And, more recently, other healthcare providers have expressed interest in establishing similar hospital facilities within the City that would also include helipads. The intent of the ordinance prohibition was not meant to include medical transport by aircraft at hospitals; therefore, staff is proposing to correct this oversight with an ordinance update to provide an exception in the city code to allow takeoff and landing of aircraft for medical transport at hospital facilities. The Planning Commission heard this item on 10/24/2024 and sent a unanimous recommendation of approval to the City Council. --Gary Cupp
4. The Power Board is scheduled to review this item on Wednesday, November 6th. Since their meeting occurs after the deadline to post the City Council agenda, the item has been included with the expectation that a recommendation will be made.

According to Hurricane City Code: • Sec. 8-4-3. - Application for service.

Any person, including any subdivider, who desires to have the power lines extended within the City may make application to the Power Board in writing. A description of such proposed extension accompanied by a map showing the location and size of the proposed line extension shall be submitted in writing which shall be reviewed by the Power Superintendent and taken to staff meeting for review before approaching the City Council. The City Council may grant or deny the request as in its discretion deemed best for the welfare of existing power users in the City. (1998 Code § 14-314; 2000 Code)

This application is located along Foothills Drive near the Gilberts Crusher business. The Power Dept. has determined that with the amount of capacity required for this

development, the developer would need to provide additional capacity with some upgrades and/or additions to the circuit. We are looking for an approval conditioned upon all parties agreeing to a contract that Hurricane City provides, which will contain all necessary terms, including responsibility of the applicant to cover all costs and acquire all easements. - Scott Hughes

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This application is located along 900 S. and East of Rlington Parkway. The Power Dept. has determined that this development will require the developer to provide additional capacity with some upgrades and/or additions to the circuit. We are looking for an approval conditioned upon all parties agreeing to a contract that Hurricane City provides, which will contain all necessary terms, including responsibility of the applicant to cover all costs and acquire all easements. - Scott Hughes

- 6-7. The Power Department is constantly looking and researching with UAMPS and independently for electric resources. As our City continues to grow, and as old resources expire, we are in constant need of adding more resource supplies to our portfolio. After some research conducted by UAMPS, we have determined that there is a strong need for additional natural gas generation for most UAMPS members. We have begun to develop two projects, one being a base load combined cycle gas turbine and the other being a peak shaving internal combustion reciprocating gas plant. For a more in depth summary of these projects, please see the documents titled "Executive Summary Utah Associated Municipal Power Systems Millard County Power Project" and "Executive Summary Utah Associated Municipal Power Systems Power County Power Project" contained within this packet. - Scott Hughes

Old Business

1. This item was continued on 10/3/2024 by the City Council to make further adjustments to the proposed Future Land Use Map in the General Plan. Staff has made the requested changes and is presenting an updated version of the map for this meeting. It has been

discussed that a number of changes to the Future Land Use Map in the general plan be approved and adopted. The Future Land Use Map, often called a “General Plan Map”, is the guiding document for land use and zoning policy within the city. The currently proposed changes will align the map with existing zoning and development conditions in the city, and also, will reflect the city leadership’s stated policy preferences for future growth in key areas of the city.

Key Changes Proposed (updated changes in bold):

- Update the general plan designation for “The Fields” area from Single Family to Rural Residential.
- Update the general plan designation for the Sand Mountain area from Natural Open Space to Recreational Open Space.
- Expanded Industrial/Business designations.
- Expanded Commercial designations along the Hwy 7 east corridor.
- Update portions of the Ash Creek Special Services District's property by the Hurricane treatment ponds from Agricultural to Planned Community to allow for future workforce housing.

The Planning Commission gave a unanimous recommendation to adopt the proposed amendments.

Recommendation: Staff recommends approval and adoption of the proposed amendments to the Future Land Use Map in the General Plan. --Gary Cupp

New Business Continued

1. Mayor, Council, and staff reports.
2. Closed Meeting if needed.

Minutes of the Hurricane City Council meeting held on October 3, 2024, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

Members Present: Mayor Nanette Billings and **Council Members:** David Hirschi, Kevin Thomas, Clark Fawcett, Drew Ellerman, and Joseph Prete.

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Public Works Director Mike Vercimak, City Planner Gary Cupp, Assistant Planner Fred Resch III, Street Superintendent Weston Walker, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, Building Official Larry Palmer, HR Director Sel Lovell, Water Superintendent Ken Richins, Ash Creek Sewer District Superintendent Mike Chandler, HR Director Sel Lovell, and City Recorder Cindy Beteag.

AGENDA

5:00 p.m. Pre-meeting - Discussion of Agenda Items, Department Reports

Fred Resch III reported that short-term rental enforcement letters were sent out last week, noting that the process is working effectively as the number of letters he sends each month is steadily decreasing. The Planning Commission approved a few preliminary and final plats. Councilman Prete requested more detailed information on these approved plats moving forward, specifically the number of lots and their locations.

Gary Cupp noted that there will be no Planning Commission meeting next week due to an upcoming conference. He mentioned they are currently working on updates to the Land Use regulations, particularly regarding aircraft takeoff and landing. Although it's currently not allowed in commercial zones, an exception is needed as IHC has a helipad, and another medical provider has expressed interest in building within the City. These updates aim to address this and include exceptions for hospitals. Additionally, they're working on updates to address potential rockfall hazards.

Arthur LeBaron shared that the contract for the 100 North project is on the agenda tonight for approval. Staff is recommending not awarding to the lowest bidder, as the bids were evaluated based on qualifications. The bids came in \$1 million below the engineer's estimate, with a total of about \$3.4 million. Four closely competing bids were received. Councilman Ellerman noted the preference for selecting local contractors when possible. Mr. LeBaron emphasized that the main factor in choosing Interstate Rock was their strong public involvement experience, mentioning that they have successfully completed many road projects in Hurricane without receiving any complaints. Their bid will be accepted as presented. The four-court gym building is currently out for bid, with the opening set for October 22 at 2 p.m., and the hope is to award the contract at the first meeting in November. The 5300 West project is nearing completion and will open on October 21 with all improvements in place. Meanwhile, the Frog Hollow project is well underway, with the dam fully removed down to the basalt and work continuing on the outfall conduit.

Weston Walker provided updates on ongoing projects. A sewer project on 1100 West has been using temporary traffic control lights, which had timing issues that have since been resolved by the contractor. He also announced that Dumpster Days will be held from October 21-23 at four locations: the swimming pool, Dixie Springs Park, 700 W/400 S, and Station 2 on 3400 West. In other updates, a tree was removed at Sky Mountain Golf Course between holes 12 and 13 due to it lifting the concrete, and the sidewalk has been replaced. A storm drainpipe on 100 E 300 South was also replaced, and crews are continuing detention basin cleanups. Councilman Thomas requested reflector poles for 2800 West and 700 West on 600 North. Mr. LeBaron suggested installing a double-sided guide sign instead. Councilman Hirschi complimented the new street striping on Main Street.

Mike Vercimak shared that development activity remains steady, with one to two approvals happening each week. There continues to be a high volume of inquiries and development meetings. Additionally, his team is working on the five-year street plan, which they hope to present to the Council within the next month.

Sel Lovell announced an upcoming flu clinic for staff and their families on October 15th. He also mentioned that cyber security emails were scheduled to be sent out today but are delayed due to technical issues. Additionally, there are still a few job openings in the recreation, power, and police departments.

Tiffani Wright provided updates on the two-court gym, which is now complete aside from a few remaining electrical tasks, but it's still usable. Staff positions for the gym are currently open, and group practices are set to begin next week. Fall sports are wrapping up, and winter sports will be starting soon. The pool is closed for the season, but the high school swim team and a private club are still using it, with a new boiler set to arrive soon. Upcoming events include the gym's grand opening on October 21st, the Neon Night Run on October 11th at 8 p.m., the Fall Festival on October 12th from 4-8 p.m., the Christmas Tree Lighting on December 2nd, and the Tree Festival from December 12th – 14th.

Scott Hughes shared that Power Days took place this week, with a great turnout. They also had to run generators due to the continued high temperatures. Interviews for lineman positions are ongoing.

Mike Chandler noted they've received complaints about odors, which is unusual for this time of year, but are likely due to the unusually high temperatures. They have completed the property acquisition along Harrisburg needed for a new pump station, which will service both Harrisburg and Leeds. Work is still ongoing at the Confluence Park Treatment Plant, and he extended an invitation to the Council to tour the facility. With continued growth, their team remains very busy.

Larry Palmer reported that since the last meeting, fourteen permits have been submitted, including a 24-unit condo project, 10 single-family homes, and 12 townhomes. He also announced that Ace will hold their grand opening on November 7th at 9 a.m.

Chief Excell distributed the survey results from the speed feedback signs. The City currently has eight permanent signs and two mobile ones, he encouraged feedback if any changes are

desired. He also sent out September's statistics report, noting that while incidents were down, both accidents and arrests had increased. Trail Hero is taking place this weekend, with officers stationed outside the park unless additional assistance is required. Light plants have been moved to help with traffic control. The UTV Takeover event is coming up in a few weeks, and officers are scheduled to assist. He highlighted their participation in a recent preparedness expo, calling it a valuable experience. He also mentioned that new officers have been brought in, and he hopes to introduce them soon. Additionally, a shelter attendant was hired this week. Lastly, in response to a citizen inquiry about red light tickets from speed feedback signs, he clarified that it's not legal in Utah to issue tickets by mail—those are just warnings.

Ken Richins is in the process of issuing the notice to proceed on the irrigation project. He explained that the plan is to issue the notice and immediately follow up with a change order on the piping project to ensure it falls within the scope. After meeting with Interstate Rock, he expressed confidence that the project will be successful, and that the collaboration is feasible.

Deputy Chief Kohl Furley reported a total of 4,589 calls for service so far this year, with Station 42 on 3400 West handling 1,439 of those calls. He noted that many events are taking place in this area. The department is providing coverage for the Red Bull Rampage and expects to assist with UTV Takeover, which is anticipated to bring in 30,000 people. They will also be involved with Trail Hero and the Huntsman Senior Games. Mayor Billings inquired about allowing the Youth City Council to use the van for leadership training on October 18th-19th.

6:00 p.m. - Call to Order –

Mayor Billings welcomed everyone and called the meeting to order.

Prayer: Kevin Thomas

Thought and Pledge: Mayor Billings

Declaration of any conflicts of interest

None Declared.

Minutes of the Regular City Council Meeting for September 19, 2024, and special meeting September 9, 2024

Clark Fawcett motioned to approve the 9/9/2024 and 9/9/2024 minutes as written. Seconded by Drew Ellerman. Motion carried unanimously.

Public Forum – Comments From Public

No comments.

NEW BUSINESS

Mayor Billings took new business 3 next. These minutes are in order of the agenda instead of the order they were addressed by the Council.

- 118 1. Appeal Hearing regarding the denial of an application to renew a vacation rental license
119 at 2790 S 3680 West - Cindy Beteag

120 Mayor Billings read the following summary provided in packet written by Cindy Beteag. “This
121 homeowner has held a vacation rental license since 2015 when licenses were first issued for
122 short-term rentals in residential zones, and has consistently renewed on time, with the
123 exception of 2020 due to COVID restrictions. According to Hurricane City ordinance, renewal
124 notices are sent to all eligible businesses 45 days prior to the expiration date, allowing time to
125 complete the renewal process before the license expires. If the renewal is not completed by the
126 expiration date, business owners are granted an additional 45 days to pay the renewal fee and
127 complete any required inspections. Failure to do so within this period results in the City
128 Recorder denying the renewal. However, the homeowner retains the right to appeal this
129 decision to the City Council by filing a written appeal within 15 days of the denial. In your
130 packet, you will find a detailed timeline outlining when the renewal notice was first sent and
131 each subsequent follow-up by staff. The vacation rental license in question has an annual
132 expiration date of June 30th. While payment was promptly received, the required fire
133 inspection was not completed by the August 15th deadline. Staff did not hear from the business
134 owner until after the 45-day grace period had passed. Nine days after the expiration, staff
135 received a voicemail explaining the family tragedies that had delayed the process, and an
136 additional extension was granted until August 27, 2024, to schedule the fire inspection. The fire
137 inspection was finally completed on September 4, 2024, but failed due to unresolved items
138 from previous inspections. The following week, staff followed up with the fire district and
139 learned that the homeowner had not yet rescheduled the re-inspection. A refund check was
140 sent along with a letter notifying the owner that their renewal had been denied. The check was
141 returned as undeliverable the following week. Upon checking again, staff found that no
142 additional fire inspections had been scheduled. Now a full month past the grace period, it
143 appeared the homeowner was not actively addressing the issue, so the same check and letter
144 were sent again. The homeowner received the second letter and called the office on September
145 22, 2024. They subsequently filed a written appeal on September 23rd. Here are a few
146 important points to consider regarding this case. In 2022, the fire inspection passed but with
147 noted comments. These comments highlighted corrections that needed to be made. Three out
148 of the four items that failed in this year’s inspection were the same issues flagged in 2022,
149 indicating they should have already been addressed. The inspection report is normally sent
150 promptly to homeowners. However, in this case, the homeowner failed to follow up on their
151 inspection for two weeks after the initial inspection when they did not receive the report. It’s
152 also important to note that this vacation rental license is located in a single-family zoned area
153 where new licenses are no longer being issued. If the denial of this renewal is upheld, the
154 homeowner will not have the opportunity to obtain another license for this location, meaning
155 the property would permanently lose its ability to operate as a vacation rental. However,
156 according to the homeowner, the family has faced significant personal challenges contributing
157 to the delay in completing this year’s inspection. They experienced two impactful family deaths
158 and mentioned that the fire district had an incorrect email address on file, so they did not

159 receive the notice that the inspection had failed. These factors may have played a role in the
160 late response and could be taken into consideration.”

161
162 Syndi Blackmore shared that she has operated her vacation rental for ten years and was
163 unaware of any incomplete fire inspections. She explained that her family has faced several
164 personal tragedies recently. Her sister lost her husband six months ago, and she was heavily
165 involved in supporting her through the grieving process. After receiving her renewal notice and
166 promptly paying it, she planned to schedule the required fire inspection. However, her sister
167 then lost her son, and she had to assist with moving her. Shortly after, they experienced the
168 loss of a close friend. During this difficult time, her focus was elsewhere, and while the
169 inspection was on her mind, it wasn't her priority. Once she felt her sister was in a better place,
170 she reached out to the office to ask for a grace period and scheduled the inspection that same
171 day. The inspection failed on issues she had previously passed, such as the requirement for
172 combination alarms, which she was unaware of since her property does not use gas. She
173 coordinated with the inspector for two weeks to make the corrections but said this was not
174 communicated to the Fire District's office. Additionally, an email error prevented her from
175 receiving the initial report. Upon receiving a letter from the City, she immediately called and
176 learned that the Fire District had reported they hadn't heard from her, although she had been
177 working on the necessary updates. This vacation rental is her livelihood, and all items are now
178 up to code. Councilman Thomas confirmed that there have been no complaints or violations on
179 record, and Councilman Ellerman inquired about the CO2 requirement. Ms. Blackmore's sister,
180 Vicky Warner, clarified that the CO2 alarms had to be updated due to the ten-year expiration
181 rule.

182
183 Kevin Thomas motioned to approve the renewal of the vacation rental license. Seconded by
184 David Hirschi. Motion carried unanimously.

185
186 2. Consideration and possible approval of a Domestic Violence Awareness Proclamation -
187 DOVE Center

188
189 Councilman Kurt Ivie from Washington City, who serves on the DOVE Center Board, spoke
190 about his role in capacity building and working with policy for the organization. He highlighted
191 the growing need for more space to accommodate those seeking help and emphasized the
192 importance of raising awareness about domestic violence. Councilman Ivie shared some
193 sobering statistics, noting that 1 in 3 women and 1 in 4 men experience domestic violence. He
194 expressed the DOVE Center's desire to establish a safe house in Hurricane and encouraged
195 community members to reach out if they know someone in need of assistance. Mayor Billings
196 then read the proposed proclamation in support of the cause.

197
198 Clark Fawcett motioned to approve the Domestic Violence Awareness Proclamation. Seconded
199 by Kevin Thomas. Motion carried unanimously.

- 201 3. Consideration and possible award of a construction contract for 100 N; 200 W to SR-9 &
202 100 E; SR-9 to 100 N reconstruction project, also known as the 100 North project.

203
204 Mayor Billings announced that the bid opening was held on the 17th, and the tabulation results
205 are included in the packet. Arthur LeBaron provided an update, stating that they received four
206 bids from reputable contractors, with only a 7.4% difference between the lowest and highest
207 bids. The bids totaled approximately \$3.4 million. The selection process was qualifications-
208 based, and a committee thoroughly reviewed all submissions. Despite being about \$14,000
209 higher than the lowest bid, Interstate Rock scored the highest in the evaluation, and the
210 committee is recommending awarding the contract to them.

211
212 David Hirschi motioned to award the bid to Interstate Rock in the amount of \$3,401,206.26
213 based on the contractor receiving the highest score in the bid review process, including the fact
214 that they are a local contractor. Seconded by Kevin Thomas. Motion carried unanimously by a
215 roll call vote.

- 216
217 4. Consideration and possible approval of Resolution 2024-34 supporting Utah v United
218 States Legal Action United States Supreme Court Docket No. 22O160

219
220 Mayor Billings read the following summary provided in packet written by Dayton Hall.
221 "Hurricane City is being asked to pass a resolution in support of Utah's request to the U.S.
222 Supreme Court for the Court to hear a dispute between Utah and the federal government
223 regarding the control of federal land in Utah. The U.S. Supreme Court has the authority to
224 directly hear and resolve a dispute between Utah and the federal government; or, the Court
225 could decline to hear the case and require Utah to file in a federal district court and work the
226 case through the federal district court, the 10th Circuit Court of Appeals, and then request to be
227 heard by the U.S. Supreme Court. Utah is asking to bypass the years-long appeal process by
228 having the U.S. Supreme Court accept the case immediately.
229 Utah's position is that the federal government has violated the U.S. Constitution by retaining
230 18.5 million acres of 'unappropriated' land within Utah. The federal government's authority
231 under the Constitution is limited to "enumerated powers," and there is no enumerated power
232 specifically authorizing the federal government to indefinitely hold 18.5 million acres of land in
233 Utah where the land is not being utilized pursuant to a power granted to the federal
234 government in the Constitution. Utah's claims do not address national parks, national
235 monuments, or Forest Service land because (I assume) there is an argument that those lands
236 have been appropriated. So, the land in dispute is primarily BLM land. Within Washington
237 County, the land at issue is primarily BLM land south of Hurricane City and Northwest of Ivins.
238 If the U.S. Supreme Court agrees to hear the case, Utah will argue that the federal
239 government's policy of holding this land indefinitely is unconstitutional and that the federal
240 government should be required to begin the process of "disposing of its unappropriated lands
241 within Utah, consistent with existing rights and state law." The Utah Legislature has passed a
242 law in preparation for accepting the management obligations of the federal land based onto
243 the assumption that the disposal of the land would be a transfer of stewardship to the

State. However, the details of that disposal are not part of Utah's briefing. Instead, Utah is only asking for a decision by the Court that the federal government is in violation of the Constitution and that the disposal process should be started. To meet the Court's filing deadlines, the City would need to adopt a resolution supporting Utah's filing by October 10, 2024.”

Councilman Thomas expressed his full support for the proposal. Councilman Fawcett added that while he isn't against it, he believes the land should go to the State, emphasizing that one of Hurricane's strengths is the ability to travel just five miles and be out of town. He is concerned about the land potentially going to developers and wants to ensure it remains designated for recreational use if acquired. Councilman Prete cautioned that even if they succeed, there is no guarantee the land will ultimately go to the State.

Kevin Thomas motioned to approve Resolution 2024-34 supporting Utah v United States Legal Action United States Supreme Court Docket No. 22O160. Seconded by David Hirschi. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Drew Ellerman voting aye. Joseph Prete voted against the proposal, expressing that he is uncomfortable supporting something when the outcome is uncertain.

5. Consideration and possible approval of a proposed letter regarding the proposed EMS tax increase

Mayor Billings read summary provided in the packet written by Cindy Beteag. “The Hurricane Valley Fire District is proposing a property tax increase and will be holding an Open House on October 7th at 6 p.m. Staff has been directed to place this item on the agenda, but there is uncertainty about the recommendation the Council wishes to send to the Fire District Board and the County Commissioners. Two draft letters have been prepared for the Council's review and are available as a confidential attachment in the meeting packet. Mayor Billings would like to have the following questions answered before the Council makes a recommendation.

- 1- What is the increased revenue from property tax over last year because of the new growth?
- 2- What is the increase impact fee this year over last year?
- 3- What is the increase in fees since last August when the fee increase was implemented to this August?”

Councilman Fawcett stated the increase revenue from new growth is \$284,072. Mayor Billings explained when there are more people than the mill levy goes down. She asked what the increased impact fee is compared to last year. Councilman Fawcett pointed out impact fees can only be used for certain projects, so he didn't show that on his spreadsheet. Mayor Billings mentioned fees were increased last August for business inspections and stand by fees. Councilman Fawcett shared that he spoke with Chief Decker, who mentioned there were no plans for budget increases, despite still having 11 positions to fill. However, after reviewing the budget, he noticed a significant increase and questioned if it included new positions, which didn't align with what he was told. He pointed out that the operational numbers hadn't

286 changed much and explained that in 2023, they faced a \$1.5 million shortfall and made
287 substantial cuts. Typically, they project the rest of the year's expenses, but they currently lack
288 that number. He believes they're making progress, with a new billing company boosting
289 revenues and the recent elimination of an unfilled position also reducing costs. In his view, they
290 could potentially cut the budget increase by half. He admitted he's not used to operating on a
291 calendar-year budget and expressed concern that the board hasn't had enough time to review
292 the budget thoroughly. While the increase could be justified, he hasn't been able to confirm it.
293 He also mentioned that the County had reportedly advised them to hire staff without having
294 the funds, which led to using reserve money.

295 Mayor Billings highlighted that no fund balance appropriations were made in 2022 and 2023. In
296 response, Councilman Fawcett said this can be misleading, as you need to compare revenues to
297 expenses to get the full picture. Mayor Billings then inquired about any plans to hire more staff.
298 Deputy Chief Kohl Furley explained that Chief Decker confirmed there are no new hires
299 planned. Instead, they are proposing salary increases for paramedics, who are currently earning
300 less than some fast-food workers. The focus is on raising pay to retain current employees rather
301 than adding new positions.

302 Dayton Hall read both letters from the packet. Clark Fawcett suggested removing the sentence
303 about the board not voting on it. Councilman Thomas expressed he was leaning towards the
304 second letter. He emphasized that while he values the Fire District and agrees there is
305 justification for increasing wages, he's concerned about the process it has followed. Councilman
306 Prete shared his appreciation for the Fire District as well, acknowledging the need to remain
307 competitive and maintain morale. However, he noted this was the third attempt to increase
308 revenue for the Fire District and raised questions about who handles their financial oversight,
309 suggesting a work meeting to go over the details. Mayor Billings reminded everyone that there
310 had been discussions about City Managers and accountants collaborating with the Fire District,
311 but the idea wasn't well received. She also mentioned concerns about a proposed tourism sales
312 tax, pointing out that citizens might prefer to shop in St. George if Hurricane has a higher tax
313 rate. Councilman Thomas added that he hopes the legislature doesn't revisit the sales tax,
314 stating that the property tax already accounts for the area's tourism.

315 Deputy Chief Furley noted that they are open to discussions and can provide any necessary
316 information. He emphasized that once the sales tax passes, they plan to consider reducing the
317 property tax. Councilman Fawcett responded that this is still uncertain and believes the board
318 needs more information before making any recommendations. While he recognizes the need
319 for action, he is uncomfortable approving the current proposal without further clarification.
320 Deputy Chief Furley suggested holding a work meeting with Chief Decker to go over the
321 numbers. Councilman Ellerman voiced his concern, stating that a 52% increase is significant,
322 and he's losing employees too. He remarked that cities dislike raising property taxes at all, and
323 this increase feels excessive. Mayor Billings echoed the concern, highlighting that for residents
324 on fixed incomes, this could pose a serious challenge.

325 Councilman Prete acknowledged that there has been clear mismanagement of spending and
326 agreed that something needs to be done, as continuing to spend reserves is not sustainable. He
327 stressed that while he doesn't want the Fire District to become less effective, the focus should
328 be on finding solutions, not just avoiding a tax increase. He questioned how the Sewer District is

managing to operate successfully under similar circumstances. Councilman Hirschi expressed gratitude for the fire and EMS services, acknowledging the need for a tax increase but emphasized the importance of transparency. He suggested bringing in a financial consultant to help clarify the situation and highlighted that the challenges reflect broader trends in leadership and government spending. Councilman Fawcett agreed that an increase is necessary but stated that the proposed 52% hike is too high, urging for a compromise. Councilman Prete recognized that the Fire District has made progress, and Deputy Chief Furley added that the last tax increase was implemented in 2015.

Councilman Prete expressed support for the first letter but recommended avoiding specifying a precise increase amount, as more information is necessary to determine the appropriate level. He acknowledged that some level of increase is reasonable. Councilman Fawcett reminded everyone that a public hearing is scheduled for Monday, followed by a Board meeting on Tuesday where a vote would likely be held to present a recommendation to the County. He noted that the County will ultimately decide on the increase amount. Councilman Hirschi pointed out that Hurricane City's recommendation should carry significant weight since it represents the largest body within the District. Councilman Fawcett suggested the Council should express agreement on the need for an increase but avoid supporting the full 52%, leaving the final decision to the County. He also asked if the Fire District could make temporary cuts in the budget to get by until a sales tax is approved, should the increase be smaller than proposed. Mayor Billings added a positive perspective on the sales tax, highlighting that it only applies to prepared food, which means struggling households may not be impacted if they aren't eating out. However, she also recognized that if the tax isn't implemented across the entire County, people might prefer shopping in St. George instead of Hurricane.

Councilman Prete proposed sending a letter acknowledging the need for a tax increase but stating that 52% is too high, while requesting more detailed information from the County. He believes a more modest increase is appropriate. Councilman Fawcett agreed, emphasizing the importance of a clear plan moving forward, whether through finding a way to fund the shortfall or cutting back on spending.

Councilman Ellerman expressed a preference for a sales tax increase, as it would spread the burden across everyone, not just property owners. Mr. DeMille noted the difficulty in pinpointing an exact number and emphasized that more financial details would help gather broader support. Councilman Prete reiterated his support for the first letter but without committing to a specific percentage, advocating instead for a smaller, more reasonable increase. Councilman Fawcett added that while the City understands the Fire District's challenges, they need more time to examine the financials thoroughly. Councilman Ellerman stated he could support a 10% increase, but only if there's a clear push for a sales tax.

Councilman Hirschi expressed that more discussion is needed before determining any number. Councilman Thomas leaned toward the second letter, but with changes to the last paragraph to recommend some form of increase. He agreed that firefighters need higher pay and suggested a 20% increase without adding a sales tax. Dayton Hall suggested revising the second letter by removing the last sentence and adding, "Given the limited financial information that's been provided, the City Council may consider supporting a tax increase less than 52% but closer to 20%, pending more thorough financial analysis." Councilman Prete noted that Hurricane is

growing rapidly to the south, where services are scarce, and if the increase is too conservative, it won't support future growth. Mayor Billings pointed out that impact fees could be used to build new stations, helping address infrastructure needs.

Kevin Thomas motioned to approve letter 2 subject to removing the last sentence in the last paragraph and adding Dayton Hall's comments to the same paragraph. Approval also includes adding items 1-7 from letter 1 and Dayton Hall cleaning up the formatting on the letter. Seconded by Joseph Prete. Motion carried unanimously.

6. Consideration and possible approval of Resolution 2024-36 approving the Second Amendment and Renewal of the Interlocal Cooperation Agreement Regarding the Distribution of RAP Tax Revenue in Washington County, Utah

Mayor Billings explained that Washington County collects the RAP tax, which is 1 penny for every \$10 spent. Of that penny, 85% goes to the municipalities and 15% stays with the County to cover administrative costs. A committee oversees the allocation of these funds, which are strictly designated for community projects related to Arts and Parks. The agreement in discussion extends this funding program for another 10 years. Councilman Fawcett emphasized the need to promote this tax so citizens understand how it benefits the community.

Councilman Hirschi clarified that if this agreement isn't approved, the tax would decrease. Councilman Thomas recalled that Tuacahn initially advocated for this tax. Although he was initially opposed, he now sees the benefits. However, he still feels it's an overreach for government to impose this kind of tax. Dayton Hall clarified that this agreement isn't about whether the Council supports the RAP tax itself but rather how the funds are allocated if voters approve it.

Mr. Hall read the proposed Resolution, noting the only change from the original agreement is the 1.5% administrative fee retained by the County. Councilman Ellerman expressed concern that the fee seems high. Mr. Hall explained how the funds are distributed to each community.

Joseph Prete motioned to approve Resolution 2024-36 approving the Second Amendment and Renewal of the Interlocal Cooperation Agreement regarding the distribution of RAP Tax Revenue in Washington County, Utah. Seconded by Drew Ellerman. Motion carried with David Hirschi, Clark Fawcett, Drew Ellerman, and Joseph Prete voting aye. Kevin Thomas voted nay.

7. Resolution No. 2024-37: Consideration and possible adoption of an update to the General Plan for a comprehensive amendment to the Future Land Use Map.

Mayor Billings read the following summary provided in the packet written by Gary Cupp. "It is proposed that a number of changes to the Future Land Use Map in the general plan be approved and adopted. The Future Land Use Map, often called a "General Plan Map", is the guiding document for land use and zoning policy within the city. The currently proposed changes will align the map with existing zoning and development conditions in the city, and

also, will reflect the city leadership's stated policy preferences for future growth in key areas of the city.

Key Changes Proposed:

- Update the general plan designation for "The Fields" area from Single Family to Rural Residential.
- Update the general plan designation for the Sand Mountain area from Natural Open Space to Recreational Open Space.
- Expanded Industrial/Business designations.

The Planning Commission gave a unanimous recommendation to adopt the proposed amendments. Recommendation: Staff recommends approval and adoption of the proposed amendments to the Future Land Use Map in the General Plan."

Gary Cupp explained that there are several proposed changes aimed at aligning the zoning map with what is currently zoned. Mayor Billings asked about the difference between single-family and rural residential zoning in the area referred to as "The Fields." Mr. Cupp clarified that rural residential zoning would allow for larger lots, ranging from 0.5 to 1 acre, as opposed to R1-6 to R1-15, which would promote agriculture. Councilman Thomas expressed mixed feelings about this section. While he supports the proposed changes, he doesn't like the "not in my area" mentality but appreciates the preservation of agricultural land. He also noted that the area has collapsible soil, which is a concern. Councilman Prete inquired about more commercial development along the SR-7 corridor. Mr. Cupp responded that the proposal designates that area for mixed-use commercial and industrial purposes. Councilman Thomas pointed out that mixed-use commercial could include residential, so he recommended changing the designation to strictly commercial, and the Council agreed. Mayor Billings then asked if any developments had already been approved along the SR-7 corridor, which might give them vested rights. Dayton Hall clarified that this General Plan update wouldn't affect those developments, as it is only an advisory document and does not change current zoning—it simply guides future planning decisions.

Mayor Billings expressed a desire to prevent vacation rentals from being built in commercial zones. Mr. Cupp assured the Council that they are already working on this change, and it will be addressed soon. Councilman Thomas suggested tabling the discussion until the change is implemented. Councilman Ellerman emphasized the need to push commercial zoning towards 3000 South, particularly at the intersection of 1100 West and 3000 South. He also advocated for designating all interchanges along SR-7 as straight commercial. Councilman Prete echoed support for limiting development along SR-7 to commercial use only. Mr. Hall clarified that the only area in the City currently designated for agriculture is the green section bordering 3000 South, with the exception of the sewer lagoons. Mayor Billings added that Ash Creek had inquired about rezoning part of their property to build housing for their employees. If the item is to be continued, she recommended staff reach out to Ash Creek for further discussions. She also clarified that the south corner of 3000 South is already designated as planned commercial.

Kevin Thomas motioned to continue Resolution 2024-37 updating the General Plan to the first meeting in November. Seconded by Joseph Prete. Motion carried unanimously.

- 457
458 8. Consideration and possible approval of Resolution 2024-38 amending solar base rate
459 charges - Scott Hughes
460

461 Scott Hughes explained that pricing for single-phase solar customers depends on the size of
462 their systems. Recent changes in solar meter reading have eliminated the need for employees
463 to physically read meters, allowing for refined processes. The Power Board recommends
464 lowering the base rate for single-phase solar and consolidating it into a single base rate for
465 fairness. While the majority supported this change, Dave Imlay expressed concerns about
466 fairness to the various users. Mayor Billings noted that unifying the rate would simplify
467 administration. Mr. Hughes emphasized that the current system has become inefficient and
468 burdensome for staff. He reassured the Council that this adjustment would impact only 62
469 customers and result in lower bills for them.
470

471 Joseph Prete motioned to approve Resolution 2024-38 amending solar base rate charges.
472 Seconded by Kevin Thomas. Motion carried unanimously.
473

- 474 9. Consideration and possible approval of a power line extension request for Gateway
475 Commercial Phase 1 - Tim Tippet Applicant, Karl Rasmussen Agent
476

477 Mayor Billings read the following summary provided in the packet written by Scott Hughes.
478 “The Power Board is scheduled to review this item on Wednesday, October 1st. Since their
479 meeting occurs after the deadline to post the City Council agenda, the item has been included
480 with the expectation that a recommendation will be made.

481 According to Hurricane City Code:

482 • **Sec. 8-4-3. - Application for service.**

483 Any person, including any subdivider, who desires to have the power lines extended within the
484 City may make application to the Power Board in writing. A description of such proposed
485 extension accompanied by a map showing the location and size of the proposed line extension
486 shall be submitted in writing which shall be reviewed by the Power Superintendent and taken
487 to staff meeting for review before approaching the City Council. The City Council may grant or
488 deny the request as in its discretion deemed best for the welfare of existing power users in the
489 City. (1998 Code § 14-314; 2000 Code)

490 This application is located near 3700 W. on the south side of SR9. In reviewing this line
491 extension, we have taken into consideration the available capacity as well as the physical
492 infrastructure. The larger issue for this development is capacity. They currently would connect
493 to circuit BW-205 out of Brentwood Substation, but currently there is not adequate capacity for
494 their development. The Power Dept. has determined that there is adequate capacity on BW-
495 204 with some upgrades and/or additions to that circuit. With previous line extensions, Council
496 has given approval to move forward with figuring out the details. For this one and future
497 applications, we have most of the details figured out, so we are looking for an approval
498 conditioned upon all parties agreeing to a contract that Hurricane City provides, which will

contain all necessary terms, including responsibility of the applicant to cover all costs and acquire all easements.”

Jeff Thomas explained that the proposed line from Brentwood would need to cross over SR-9, requiring only one easement from Western Mortgage. Scott Hughes detailed the different circuits illustrated on the map, with sections outlined in yellow and pink. He noted that the southern pink section is absent and would necessitate easements, which Western Mortgage has indicated they are willing to grant. However, he mentioned that the yellow option is more costly, while Western Mortgage is prepared to accommodate the pink option. Councilman Prete declared a conflict of interest regarding this application and stated he would abstain from voting on the matter.

Kevin Thomas motioned to approve the power line extension request for Gateway Commercial Phase 1. Seconded by Clark Fawcett. Motion carried with David Hirschi, Clark Fawcett, Drew Ellerman, and Kevin Thomas voting aye. Joseph Prete abstained.

10. Mayor, Council, and staff reports

Dayton Hall mentioned he will be gone next week and at the end of the month.

Mayor Billings thinks it is a good idea to do a field trip to Treatment Plant at Confluence Park. Councilman Hirschi encouraged everyone to go on their own.

11. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Joseph Prete motioned to go into a closed session at 9:10 p.m. to discuss potential litigation and collective bargaining. Seconded by Kevin Thomas. Motion carried unanimously.

Kevin Thomas motioned to go into a second closed session to discuss personnel concerns and collective bargaining. Seconded by Clark Fawcett. Motion carried unanimously.

Kevin Thomas motioned to go into a third closed session to discuss pending litigation. Seconded by Joseph Prete. Motion carried unanimously.

Adjournment: Kevin Thomas motioned to go out of closed and adjourn the meeting at 11:03 p.m. Seconded by Joseph Prete. Motion carried unanimously.

Minutes of the Hurricane City Council meeting held on October 17, 2024, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

Members Present: Mayor Nanette Billings and **Council Members:** David Hirschi, Kevin Thomas, Clark Fawcett, Drew Ellerman, and Joseph Prete.

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Deputy Chief Kurt Yates, Public Works Director Mike Vercimak, City Planner Gary Cupp, Assistant Planner Fred Resch III, City Engineer Arthur LeBaron, Building Official Larry Palmer, Water Superintendent Ken Richins, Parks Superintendent Darren Barney, and City Recorder Cindy Beteag.

AGENDA

5:00 p.m. Pre-meeting - Discussion of Agenda Items, Department Reports

Fred Resch III attended a conference last week, where he gained valuable insights regarding the new housing requirements.

Gary Cupp provided updates on several ongoing projects. They are currently working on the water element for the General Plan and actively pursuing grants. Discussions are underway with the original consultant as they move forward with the Downtown Master Plan. He also mentioned upcoming Land Use Code amendments, including establishing rockfall hazard zones, restricting short-term rentals in commercial areas, making exceptions for medical helicopter take-offs and landings, adjusting zoning to accommodate the City Civic Center, and continuing discussions on domestic lot splits. He reported that the applicant for Canyon Villas reached out after learning they need City Council approval for the final site plan due to it being a park model development. The applicant expressed concerns about returning to the Council despite having signed construction drawings. Mr. Cupp reassured him that it is just a housekeeping matter and should not cause any issues. The Council then discussed potential changes to the code to avoid this step in the future. Drew Ellerman suggested not requiring the final site plan to return to the Council but instead adding an expiration date to the preliminary site plan. Dayton Hall recommended aligning this process with the subdivision approval method. Mr. Cupp suggested following the same procedure for a regular site plan. The Council agreed that the preliminary site plan should first go to the Planning Commission and then to the City Council, with an expiration date added to ensure timely progress. Once the construction drawings are ready, the JUC and City staff would have the authority to approve the final site plan, provided it aligns with what was initially approved, eliminating the need for it to return to the Council for final approval. Councilman Ellerman also confirmed that they are still working on the residential/commercial ratio for mixed-use commercial developments and parking requirements for multifamily housing.

Arthur LeBaron reported that construction is underway for a new traffic signal at SR-9 and 1400 West. Additionally, a regional bus service connecting Springdale and St. George will begin on November 1st, with stops at Walmart and near Dairy Queen. The fare is set at \$5, but riders will

40 have the option to purchase a pass for unlimited travel. More details will be shared with the
41 public soon, and the route will be available on Suntran's website. Mayor Billings signed the final
42 right-of-way property acquisitions for 1100 West, with plans to fulfill the purchase agreement
43 commitments by next spring. Lastly, Quail Lake Road has been paved, and the contractor is
44 finalizing the remaining details.

45 Mike Vercimak mentioned that in the past two weeks, the JUC has approved seven plans and
46 held two preconstruction meetings. Staff is currently preparing the five-year road plan, which
47 will be presented to the Council at the next meeting. Councilman Hirschi asked for information
48 on what businesses are being built in the City.

49 Ken Richins reported that the Sky Ranch test well is not functioning as expected. As a result,
50 Willowstick was hired to explore other potential well site areas. They identified three promising
51 locations for future wells, offering recommendations to test these new spots. They use a
52 process that involves using light radar data to detect drainage patterns, followed by the use of
53 micro-seismic resonance instruments to locate fractures or anomalies. Willowstick completed
54 their field work today, and staff is inclined to proceed with testing the other locations,
55 especially given Willowstick's 95% success rate.

56 Darren Barney stated the splash pads have been closed for the season and will be winterized
57 next week. He addressed numerous complaints on social media regarding Hall Park over the
58 weekend, explaining that they have faced ongoing issues with the park's irrigation system
59 throughout the summer. Despite replacing all components, the system continued to
60 malfunction, requiring manual watering, which has left the park in rough condition. Some
61 shrubbery may be lost, but they are actively working to resolve the issues. He also noted an
62 uptick in vandalism at the parks, but thanks to the police, the perpetrator has been caught.
63 Crews are currently busy spraying, and they'll soon begin managing the fall leaves.

64 Larry Palmer shared that Ace is paving their parking lot today and has already begun stocking
65 merchandise. They are still aiming for a grand opening on November 7th. Since the previous
66 meeting, 1 commercial permit, 26 single-family permits, and 1 townhome permit have been
67 issued.

68 Kurt Yates mentioned they've been busy with UTV events in the area, with Trail Hero taking
69 place last week and UTV Takeover happening now. He highlighted the excellent cooperation
70 with DNR, which has brought in additional support. They also transitioned to the new radio
71 system, Harris, today. While it's been a significant effort and a learning curve, the switch has
72 gone smoothly without any major issues.

73 Kaden DeMille extended an invitation to everyone for the gym's grand opening on Monday at 5
74 p.m. He also announced that Dumpster Days will take place from Monday to Wednesday at the
75 four usual locations.

76 **6:00 p.m. - Call to Order –**

77 Mayor Billings welcomed everyone and called the meeting to order.

78 Prayer, thought, and Pledge led by Drew Ellerman

79 Declaration of any conflicts of interest

80 None declared.

81 **Public Forum – Comments From Public**

82 No comments.

83 **NEW BUSINESS**

- 84 1. Consideration and possible approval of a Proclamation designating October 23- 31 as
85 Red Ribbon Week - Perk Matteson, The Elks National Drug Awareness Program

86
87 Mary Ann Novack, Wayne Barnes, and Jane Wright from the Elks were in attendance. Ms.
88 Novack shared that Red Ribbon Week originated in 1985 in memory of Kiki Camarena, who was
89 tragically murdered by the Mexican Cartel. His hometown initiated this tradition in his honor,
90 and in 1988, President Reagan officially designated it as a national week. She highlighted that
91 the Elks organization dedicates their efforts to this cause throughout the year. The Council
92 expressed their gratitude for their ongoing work.

93
94 Clark Fawcett motioned to approve the Proclamation designating October 23-31 as Red Ribbon
95 Week. Seconded by David Hirschi. Motion carried unanimously. Ms. Novack read the
96 proclamation.

- 97
98 2. Consideration and possible approval of a new hangar lease for 8 S 3 E – James Rosser

99
100 Dave Houston explained that James Rosser acquired the hangar approximately three years ago
101 but has yet to obtain a lease, as he hasn't utilized it until now. The Airport Board has
102 unanimously recommended its approval.

103
104 Clark Fawcett motioned to approve the hangar lease for 8 S 3 E. Seconded by Drew Ellerman.
105 Motion carried unanimously.

- 106
107 3. Consideration and possible approval of a new commercial use and SASO lease for
108 hangar pad 2 N 3 E - Scott Stratton

109
110 Dave Houston stated Scott Stratton received approval to build two private hangars just north of
111 Stephen Lemmon's hangar. He is now proposing an additional hangar intended for commercial
112 use, which will allow him to lease space to other pilots. Dayton Hall mentioned that staff was
113 waiting for some information to finalize the lease, but it was received yesterday. The intended
114 use of the new hangar is for aviation storage. He explained that, similar to Mr. Stratton's
115 previous lease, the proposed lease does not require that the tenant obtain a building permit
116 until four years after the lease is signed, which is what Mr. Stratton is requesting again. He

plans to water settle the land due to its collapsible soil. Mayor Billings clarified that lease payments will begin immediately, regardless of the hangar's construction timeline. The lease is set for 20 years, and the Airport Board has unanimously recommended its approval.

Kevin Thomas motioned to approve the new commercial use and SASO lease for hangar pad 2 N 3 E. Seconded by Clark Fawcett. Motion carried unanimously.

Dave Houston mentioned the airport will be closed on the 25th from 8-5 for repainting. He thanked the Council for allowing the AWASP system to move forward. The Airport Days was held and had a good turnout.

4. Discussion and clarification on the desired zoning for parcels H-3-1-32-312, H-3-1-32-341, H 3-1-32-342, H 3-1-32-343, and H-3-1-32-344 - Skylar Stewart

Mayor Billings shared that she had been in contact with the developer regarding the zoning for the property in question and sought feedback from the Council on their proposed changes. Skylar Stewart explained that the developer initially attempted to designate Parcel A as planned commercial, but that request was denied. They are now proposing to designate Parcel A for high-density residential use and switch Parcel B, currently zoned for mobile homes and RVs (MH/RV), to commercial use. He noted that the shape of Parcel A presents challenges for commercial development. Mayor Billings mentioned that the city is currently updating its code to prohibit short-term rentals in commercial zones, which has been a concern for the Council, and emphasized that this should not be included in the proposed use. The Council expressed general support for designating Parcel B as commercial, but there was hesitation regarding the high-density proposal for Parcel A. Clark Fawcett inquired about the height restrictions, to which Mr. Stewart responded that the buildings would likely be limited to two stories and a maximum height of 35 feet. He also pointed out that improvements to 100 North will impact a significant portion of Parcel A.

Drew Ellerman expressed that both townhomes and vacation rentals would have similar appearances, so he would be comfortable supporting either option. However, he emphasized that the city is facing a housing shortage, and allowing RM-3 zoning would provide much-needed living spaces and act as a suitable buffer. Dayton Hall reminded the Council that no decision could be made that night because the public noticing and Planning Commission recommendation procedures for a zone change application had not yet occurred. David Hirschi voiced his opposition to changing Parcel A's zoning. Mr. Stewart clarified that the proposal was intended to be a package deal. If that were the case, Councilman Hirschi indicated he would not support changes to either parcel. Kevin Thomas noted that the switch to commercial for Parcel B would represent a compromise that could work better. Councilman Ellerman pointed out that commercial development on Parcel A would struggle because it would be positioned behind other commercial buildings. Gary Cupp commented that, from a planning perspective, Parcel A would be an ideal location for multifamily housing. Joseph Prete stated that while he is not

opposed to multifamily development on Parcel A, he was not in favor of RM-3 zoning. Councilman Fawcett inquired whether RM-2 would be a viable option. Mr. Stewart replied that they could explore that possibility, but he was unsure if it would be feasible given that 100 North would be entirely constructed on Parcel A. Councilman Ellerman added that he was more inclined to support higher density due to the significant land sacrifice for the road. He believed the proposal would yield a better product for both parcels. If the Council were inclined to grant the zone change increasing the density with the assumption that the applicant would bear the full cost of the master-planned road, Mr. Hall suggested that a development agreement should be approved in conjunction with the zone change to memorialize that assumption and condition.

OLD BUSINESS

1. Consideration and possible approval of a bid to construct phase 1 of the City's irrigation expansion project - Ken Richins

Mayor Billings read the following summary that was provided in the packet written by Ken Richins. "The Water Department is asking the City Council to issue notice to proceed to Interstate Rock for the phase 1 irrigation expansion pipe project for \$7,859,191.00. After issuing notice to proceed Interstate Rock has agreed to allow the city to reconfigure the project through a change order. The change will allow the city to complete phase 1 within our budgeted funding. Also, with the reconfiguration we will have an operational system while we are waiting for the additional NRCS funding to be allocated for phase 2 of the piping project. Another reason for the reconfiguration of the project is because we need to work around the canal system, some work needs to be completed when the canal is off during the winter."

Joseph Prete began by acknowledging that they had previously paused the project while awaiting funding, and he asked if the situation had changed. He wanted to know if funding had been received and, if not, whether they were essentially still in the same position as before. Ken Richins responded, explaining that the funding is still in limbo due to government delays, but NRCS has applied for the funds. He clarified that the situation isn't the same as before because they have now reconfigured the project and will apply for change orders. Even if the funding doesn't come immediately, they will still have a functional system that can be expanded in the future. Councilman Prete followed up, asking whether there was a concern that the funds already committed might be affected if the entities providing the funds learned the project had changed. Mr. Richins reassured him, saying that there is enough money to complete the ponds and Phase 1, and that money is secure. He believes they will have a better chance of securing additional funding once the project has started and progress is visible. Clark Fawcett asked whether they had consulted Lance Smith at NRCS about the changes to the plan. Mr. Richins explained that two meetings ago, Mr. Smith confirmed that NRCS is fine with proceeding however they choose. Mayor Billings affirmed that the City already has funding for Phase 1 and the ponds. She warned that if they don't begin spending by June, the funds from the Board of Water Resources will be lost. She expressed confidence that the additional funding

for Phase 2 would come through within the next few months. Councilman Fawcett voiced his preference to have something in writing from NRCS confirming that they will continue funding the project even with the proposed changes. He also questioned whether they should get confirmation from the Board of Water Resources, as both entities originally approved the entire project, not just in phases. Mr. Richins explained that the project was always meant to be completed in phases, but the phasing strategy is what they are proposing to change in order to ensure they have a functional system. Glen Carnahan from Alpha Engineering added that they have been in communication with NRCS, but nothing has been put in writing yet. Mayor Billings asked how the proposed changes would affect the number of connections compared to Phase 1 of the original plan. Mr. Carnahan stated that the original plan allowed for around 700 connections, while the revised preferred proposal would only allow for 166 connections.

Kaden DeMille pointed out that the project could no longer be considered "Phase 1" since components are being taken from each bid. He expressed concern about a map that wasn't included in the packet, which he believes is crucial. As part of the funding, the project includes two wells and a tank, along with the rest of the system. He noted that the Gould's Wash Well is not up to culinary water standards, and based on the map, he didn't see a connection to that well, which he feels should be part of the project. Mr. Richins responded that incorporating the Gould's Wash Well would add another \$900,000 to the project. Although it has been designed, the team tried to stay within budget. Mr. DeMille questioned what would happen when the Board of Water Resources learns that, although the well is drilled, it is for secondary water and not primary culinary water. Until additional funding is secured, it would remain an unused capped well. Mr. Richins acknowledged that this is the "leap of faith" previously discussed. However, Mr. DeMille expressed concern that the City would end up with an asset that cannot be used, which represents a significant risk. He noted that \$1.5 million was allocated to the well, with approximately \$160,000 already spent, and emphasized the importance of ensuring this investment doesn't go to waste. Mr. Richins added that drilling an irrigation well is less costly than a culinary well. Mr. DeMille concluded by stressing the need to address the missing connection to avoid losing the funds already committed. There is currently about \$3.9 million in impact fees, though some of that is earmarked for the Arlington Parkway line. It is estimated that \$2.8 million will be needed for what's being proposed today. He expressed concern about the ongoing payments, stating he doesn't see any immediate financial savings by moving forward with the project right now, though there will be water savings. The Dixie Springs Well is where significant financial savings are expected, but it's not yet complete. Councilman Fawcett noted that the packet includes details on how much has been collected for this project. Mr. DeMille clarified that while the packet provides revenue figures, it doesn't account for expenses, so it doesn't reflect what funds are truly available. He estimated around \$640,000 in available funds, as some excess water savings have already been used for operations. He pointed out that, based on the current proposal, the City would be installing a \$16 million project to serve only 166 people out of the originally planned 700, which could become a political issue, as only some residents would receive service. He explained that staff is proposing to take portions of each bid and outline where lines will be placed on a map. He also

raised concerns about what would happen if the City doesn't receive additional funding from the NRCS. Originally, all users were expected to contribute toward the bond payment, but with only 166 connections, it's unclear if that would be enough to cover the costs. He acknowledged the need to shut down the water pipes for the winter, particularly to install a line on 1300 South, which can only be done when the system is offline. His proposal is to continue with the piping within the City and address 1300 South during next year's winter season.

Mr. Richins invited the Council to attend a Canal Company meeting, explaining that this issue has been under discussion for about seven years, and there is growing frustration over the lack of progress. Mac Hall noted that while Mr. DeMille's suggestion could work, it wouldn't allow water to flow to and from the ponds. Mr. DeMille then asked Mr. Hall if he would support the project tonight. Mac Hall responded that after speaking with NRCS and knowing that the project could be completed in phases, he would vote yes. Dayton Hall clarified that the item on the agenda was to accept, reject, or postpone acting on the bid as it was submitted, and the change orders discussed with the contractor cannot be approved at this time. Councilman Fawcett expressed his desire to secure NRCS funding before moving forward, stating his vote tonight would be no. He acknowledged the hard work that had gone into the project but wanted to ensure the finances made sense. He also mentioned that Interstate Rock was willing to give the City six months on their bid, excluding material price changes. Mr. Richins added that if the bid were awarded tonight, Interstate would lock in the current price and order the pipe for 1300 South immediately. However, materials like copper can only be quoted for a week, and concrete prices are rising, which significantly affects the cost of the pond project.

Kevin Thomas motioned to award the bid to construct phase 1 of the City's irrigation expansion project to Interstate Rock in the amount of \$7,859,191.00. Seconded by David Hirschi. Motion carried with Kevin Thomas, David Hirschi, and Drew Ellerman voting aye. Clark Fawcett and Joseph Prete voted nay. Kaden DeMille included a disclaimer, explaining that the staff has not been able to fully foresee the financial implications of making this payment. Therefore, if rates need to be increased or projects delayed in the future, the staff should not be held accountable.

2. Consideration and possible approval of a bid to construct the irrigation pond, filters, and booster station for the irrigation expansion project - Ken Richins

Kevin Thomas motioned to award the bid to construct the irrigation pond, filters, and booster station for the irrigation expansion project to Interstate Rock in the amount \$7,960,938.50. Seconded by David Hirschi. Motion carried with Kevin Thomas, David Hirschi, and Drew Ellerman voting aye. Clark Fawcett and Joseph Prete voted nay.

3. Consideration and possible approval of the City Civic Center Master Plan by FFKR and Desert Edge-David, Jessica, Susie, and Scott Gilberg

David Giles expressed their excitement about working on the project and acknowledged the challenges they've faced to ensure all needs are met. He highlighted that the City is quickly

279 outgrowing its current facilities. Through collaboration with Zion's Bank, they've found a way to
280 create a successful plan without placing undue financial strain on the community.

281 Abe Nielsen then presented the master plan, explaining that it has been revised multiple times
282 to achieve the best possible layout. He began by describing the proposal, starting from the top
283 left corner and moving clockwise. The plan includes compact single-family homes on 3,000-
284 square-foot lots, which serve as a buffer between the development to the north and the City
285 Center to the south. Moving east, the plan features workforce housing—three-story buildings
286 with 60 units each and surrounding parking. Efforts were made to distance these buildings from
287 existing single-family homes. In the bottom right corner, the current building would be
288 converted into a courthouse, while the adjacent building to the west would become the police
289 department. The elevation difference in this area allows for multi-level structures, with secure
290 parking between the police and courthouse buildings, and space for future expansion.

291 At the center of the development would be City Hall, accompanied by an amphitheater to the
292 east. The City Hall would be aligned with 1100 West, serving as a focal point for the mixed-use
293 retail space along 100 North, and designed as a communal hub. The retail area, marked by red
294 boxes, would include a three-story hotel, with a green open space at the corner of 1150 West
295 and 100 North, intended for a monument. North of the retail area, a large open plaza would
296 provide another gathering space for the community. Parking would be situated behind the
297 buildings, and diagonal parking would be available along 100 North.

298 Susie Becker from Zion's Bank presented the analysis of potential revenues, considering a nine-
299 year absorption rate for the project. She outlined two primary options for the commercial
300 components: ground leasing the property or selling it outright. She explained that revenue from
301 a ground lease would accrue over a 20-year period, whereas selling the land would generate
302 funds immediately. She then discussed the bonding impacts related to these options.

303 Mark Anderson added that any funds borrowed would need to be at a taxable rate, but if the
304 City sold its existing buildings, those proceeds could help offset the project's costs. Kaden
305 DeMille noted that alternative bond financing options were also available. Kevin Thomas
306 summarized the main points, highlighting that the key difference between the two options is
307 timing: selling the land provides immediate revenue, while ground leasing offers a more
308 gradual, but potentially larger, financial return over time. Additionally, if the City retains
309 ownership through a ground lease, it would maintain the flexibility to update or expand the
310 property in the future. Mr. DeMille stated the aim is to maximize the property's value to fund
311 these expansions without increasing property taxes. While the City has some funds available,
312 it's not enough to cover the entire project. He expressed his preference for the ground lease
313 option, which would secure long-term investment while keeping ownership in case the
314 property is needed later. He noted that this setup would allow financing for the necessary
315 buildings. Clark Fawcett cautioned that future revenues would need to be allocated specifically
316 to cover these payments.

317 Bill Knowlton praised the proposed plan, calling it forward-thinking. He noted that last year
318 Governor Cox signed a bill focused on attainable housing, which comes with available funding
319 but requires meeting specific qualifications, including a deed restriction. He noted that these
320 units represent true attainable housing, addressing Hurricane's shortage of 2,800 homes

needed for workforce housing. He projected that once built, the demand would be so high there would be a three-year waiting list from day one. He believes ground leases are feasible and have a strong track record, and the demand for these housing units is immense. Councilman Fawcett raised concerns about the potential traffic impact from so many units, particularly with schools nearby, predicting complaints from the surrounding community. David Hirschi expressed unease about voting against other three-story developments and now facing a similar proposal from the City, which he felt could seem hypocritical. He asked if the buildings could be two stories instead of three. Councilman Thomas urged the Council to consider the challenges the City faces in recruiting staff because many cannot afford to move to the area. He pointed out that the proposed development offers a solution by providing much-needed housing. Councilman Fawcett reiterated that these units would need to be truly affordable, noting the Council's reluctance to approve other high-density projects. Mayor Billings clarified that the current proposal is different due to the inclusion of a deed restriction. Mr. Knowlton explained that the trade-off for affordable housing is the density, adding that many local workers have nowhere to live. He emphasized that the units would not be priced at market value but would instead be based on tenants' income. Each year, tenants must qualify through tax returns and background checks, and those evicted cannot qualify again for two years. Mayor Billings complimented Mr. Knowlton's developments, affirming that they are of high quality. Drew Ellerman remarked that as the population grows, taller buildings are often a necessary step, and the City must address its housing needs. Councilman Hirschi suggested exploring the possibility of incorporating a basement level to reduce height, and Mr. Knowlton agreed to consider that option. He assured the Council that these units would be energy-efficient, subject to land-use restrictions, and guaranteed to remain affordable for 50 years with onsite property management. Councilman Thomas thanked everyone for their efforts, acknowledging the hard work that had gone into creating a plan that meets the City's needs without raising taxes.

Kevin Thomas motioned to approve the City Civic Center Master Plan. Councilman Hirschi then asked what the next step would be if the plan were approved. Mr. DeMille explained that the next step would involve designing the buildings, with an immediate priority to construct the city office and police building. He also clarified that this approval only pertains to the general layout of the plan. Councilman Ellerman mentioned that a zone change would be required, along with all the necessary public hearings. Gary Cupp added that they are currently working on updating the code to accommodate such a plan. Councilman Prete asked if public comments would be required before a final decision could be made. Mr. Cupp further explained that a public hearing would be required during the zone change process, but at this stage, it is not yet part of the General Plan. Mr. Hall agreed, explaining that the Council was acting essentially as a board of directors in adopting a master plan to plan for the future use of the City's property, but that the City would still be required to hold a public hearing for a zone change and follow the same procedures as other developers in developing the land. The motion was seconded by Clark Fawcett, with Councilman Ellerman pointing out that updates could be made later if anything changes. Councilman Prete expressed his belief that something of this magnitude requires

more than just a survey for public input. Councilman Fawcett agreed, stating that the necessary public input would come later in the process. Motion carried with Kevin Thomas, Clark Fawcett, and Drew Ellerman voting aye. David Hirschi and Joseph Prete voted nay.

NEW BUSINESS continued

1. Mayor, Council, and staff reports

Mayor Billings announced that there will be a 249-repetition exercise event in the Dixie Springs area on Saturday, November 9th, at 4 p.m., and the Council is invited. The event will feature 20 stations, each telling a different story about a Veteran. She also mentioned that the Water District has sent a drought contingency plan for review. She asked the Council to go over it and provide feedback to her, Kaden, or Ken, as they are on the board and will need to vote on it. Additionally, UDOT has requested the City's assistance with installing an ornamental iron fence along the LaVerkin Bridge to help prevent suicides. Chief Excell has secured some funding, and the City will participate in this effort, including sending a letter of support along with the funds.

2. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Mayor Billings stated there are two items for a closed session. Litigation and purchase of property.

Joseph Prete motioned to go into closed session at 8:32 p.m. for the items stated above. Seconded by David Hirschi. Motion carried unanimously.

Adjournment: Drew Ellerman motioned to out of a closed session and adjourn the meeting at 9:06 p.m. Seconded by Kevin Thomas. Motion carried unanimously.

Minutes of the Hurricane City Council special meeting held on October 25, 2024, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 9 a.m.

Members Present: Mayor Nanette Billings and **Council Members:** David Hirschi (online), Kevin Thomas (online), Clark Fawcett, Drew Ellerman, and Joseph Prete (online).

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Planning Director Gary Cupp, City Engineer Arthur LeBaron, and City Recorder Cindy Beteag.

AGENDA

9:00 a.m. - Call to Order –

Mayor Billings welcomed everyone and called the meeting to order.

Prayer and Pledge led by Clark Fawcett

NEW BUSINESS

1. Consideration and possible approval on FSP24-68 a final site plan for Canyon Villas, a 180 unit park model development located at 250 N 2800 W. Sunwood Homes, Applicant. Brandee Walker, Agent.

Clelen Tanner reviewed the plans for a retaining wall along the southern edge of his property and found them to be a repeat of previous plans that were unsuccessful. He asserted there were discrepancies between the plans submitted to Mr. Vercimak and those given to the Planning Commission. Citing Dayton Hall's letter to the applicant dated June 12, 2024, he requests withholding or denying all project permits and removing the unpermitted wall to restore the property to its original state. Additionally, he asks Hurricane City to consider daily criminal charges for the ongoing violation.

Mayor Billings read the following staff comments written by Gary Cupp that were provided in the packet. "Discussion: The applicant is seeking approval of a final site plan for the Canyon Villas, a 180 unit park model development located along 2800 W along with associated open space and amenities. This project was approved under the "park model development" classification that has been removed from our code, however this development is still reviewed under those standards. This project received preliminary site plan approval in December of 2022. The site is zoned Mobile Home/RV Park with a planned development overlay.

JUC Comments:

1. Construction drawings were approved in October 2024.

Staff Comments: Final Site Plan:

1. Zoning is MH/RV(PDO) in June 2023 the applicant applied for and received a variation in zoning standards that allowed for park model units larger than 400 sq ft. The final site plan matches the layout of the approved preliminary site plan.

- 38 a. This development is a “park model development” which has specific standards
39 that are similar in many ways to an RV park.
- 40 2. Open Space and Amenities: A playground area, pickleball courts, clubhouse/office and
41 retention center are shown on the site plan. Per city code 10% of the area must be open
42 space, which is met
- 43 a. Hurricane City Code (HCC) 10-43-8 states: *If common areas are provided within a*
44 *manufactured home park or subdivision, or recreational vehicle park or park*
45 *model park adequate guarantees shall be provided to protect such common*
46 *areas from future development. No certificate of occupancy shall be issued for*
47 *any structure in such park or subdivision until all required guarantees have been*
48 *submitted to and approved by the City. The developer of a manufactured home*
49 *park or subdivision, or recreational vehicle park or park model park, may elect*
50 *any of the methods set forth in subsection 10-23-10A of this title to preserve*
51 *common areas.*
- 52 b. Even though HCC 10-43-6(E) states that this development must remain a single
53 parcel the applicant has already agreed to submit a final plat application to
54 memorialize the easements for public utilities within the park. This final plat
55 must also show easements protecting the two proposed common areas within
56 the development. The final plat application must be submitted prior to
57 scheduling a preconstruction meeting.
- 58 3. Parking: Per city code HCC 10-43-6(C)(7) one space is required per unit. Tandem parking
59 for two vehicles has been provided per unit as well as overflow parking to meet this
60 code.
- 61 4. Landscaping: A landscape plan has been submitted. Per HCC 10-43-6: *“Any area not*
62 *covered by a manufactured home or recreational vehicle or park model, hard surfacing,*
63 *or a building shall be landscaped per an approved site plan.”* The proposed landscaping
64 plan shows this code being met with landscaping provided on a per-unit basis as well as
65 landscaping provided with the retention area.

- 66
- 67 5. Building elevations have been provided. All units will be under 35’ tall.

68 Recommendation: The Planning Commission should review this application based on standards
69 within Hurricane City Code. HCC 10-43-5 states that final approval for park model
70 developments is a City Council decision after a Planning Commission recommendation. Staff
71 recommends that the Planning Commission send a recommendation of approval to the City
72 Council subject to staff and JUC comments.”

73

74 Gary Cupp explained this application went to Planning Commission last night and it was
75 unanimously recommended for approval based on the proposed final site plan being consistent
76 with the approved preliminary site plan. Staff and JUC comments include submittal of a final
77 plat application for one lot. Mayor Billings asked him to address Mr. Tanner’s comments. Mr.
78 Cupp explained a wall was not permitted under the grading permit. So, staff could not
79 determine if it was to code because nothing was submitted. Mayor Billings added that it has

80 been reviewed now and has been determined it is adequate for what is needed. Clark Fawcett
81 asked how big of site this is. Mr. Cupp stated approximately 16.57 acres. Mayor Billings pointed
82 out the time to not approve this was before construction drawings. Now the Council only gets
83 to choose how it is laid out. The applicant now has vested rights. Drew Ellerman confirmed
84 there is not an expiration of time for preliminary site plans. Joseph Prete stated he didn't vote
85 for this when it was approved at preliminary site plan because he had concerns of the road
86 width, parking, and open space. Mr. Cupp stated the street standards for this type of
87 development are narrower than a regular subdivision. Street parking will not be allowed. There
88 is overflow parking on the north end and then each lot has two tandem parking areas. Arthur
89 LeBaron reviewed the sizes of the parking stalls. He had a lot of concerns when this was first
90 proposed so he went and looked at other developments similar in structure. Parking of vehicles
91 on the street was not an issue at any of them. He mentioned there were some problems with
92 the location of electrical equipment, so they addressed them in this project. Councilman Prete
93 pointed out parking varies depending on time of day and holidays. He has seen a lot of parking
94 problems. The streets are only thirty-four feet wide and there are no sidewalks. Mr. Cupp
95 explained the code requirement is one space per unit and that is being met. Councilman Prete
96 stated the problem is the parking requirements in the code were intended for 400 square foot
97 buildings, but the Council granted an exception allowing larger buildings for this development,
98 so the standard parking requirements do not necessary apply here. Mayor Billings pointed out
99 that is why they provided two. Councilman Ellerman mentioned the triangle area on the
100 corners that need to be left open. Mr. Cupp explained that area can't have permanent
101 structures, but cars can park there. Councilman Fawcett stated parked cars within that triangle
102 are a site problem too. Councilman Ellerman agreed stating if prohibiting anything within the
103 triangle it isn't in the code then it needs to be. It is a safety issue regardless of if they are private
104 streets. Mr. LeBaron pointed out there is a note on the plan to install no parking indicators
105 within the triangle. He stated there is a line on the drawings that does need to be pushed back
106 to accommodate more parking. Applicant stated that triangle area can be painted with red
107 lines. Councilman Ellerman confirmed no parking on the street will be posted. Kaden DeMille
108 stated the police can't issue ticket on private roads. Councilman Ellerman stated the best way
109 is for the owner to have a contract with a towing company to enforce the parking.

110
111 Clelen Tanner stated the wall details are not specific to this project. The plans don't show the
112 relationship between the wall and the adjoining property owners. He stated the applicant
113 already encroached on his property. He didn't install the required drain, and the applicant
114 exposed his wall footings. He has lost elevation on his property and his wall is cracked. He
115 thinks new plans need to be submitted without encroaching on his property. They brought in a
116 vibrator and was only ten feet from his house when they are supposed to be thirty feet away.

117
118 Mr. LeBaron explained when Sky Ridge was developed it spilled onto the Canyon Villas
119 property. They are now trying to fix it. He thinks this is a time when property owners need to
120 work together. It makes sense that a retaining wall needs to be built. Mr. Tanner has a right to
121 not be damaged, so if he has been damaged, the builder should make it right. Councilman

122 Ellerman stated when a wall is built, they have to go a little over the property line to install it.
123 The other subdivision pushed dirt onto the proposed development when it was built. Now they
124 are trying to fix it. The parties need to work together to get it done. Mr. Tanner stated they
125 went eight feet onto his property. Mayor Billings stated the property line can be verified and if
126 the contractor went too far then he will have to fix it. She recommended including in the
127 motion that property lines are verified, and parking lines are addressed.

128
129 Drew Ellerman motioned to approve the final site plan for Canyons Villas subject to proper
130 communication from all properties pertaining to the retaining wall, the placement of the
131 retaining wall is addressed, verification of the property lines, and that the parking depth on
132 corner lots is sufficient for the site triangle is confirmed. Seconded by Kevin Thomas. Motion
133 carried with Kevin Thomas, Clark Fawcett, Drew Ellerman, and Joseph Prete aye. David Hirschi
134 absent.

135
136 Mrs. Tanner asked why this was this handled outside of the normal process. Mayor Billings
137 explained it went through the same process. Construction drawings were done by staff, but a
138 special City Council meeting was called at the applicant's request.

139
140 **Adjournment:** Clark Fawcett motioned to adjourn at 9:44 a.m. Seconded by Drew Ellerman.
141 Motion carried unanimously.



STAFF COMMENTS

Consideration and possible **award of a construction contract for the four-court gym** -
Arthur LeBaron

Discussion:

The 4-court gymnasium building has been budgeted, designed, and advertised for construction. The City has received 10 bids from the contracting community. The bids ranged from \$5.2 million to \$7.6 million for constructing the building along with the associated parking lots and site work. Bud Mahas Construction was the low bidder.

-Arthur LeBaron 11/1/24

Findings:

A selection committee consisting of a Council Member, key staff, and the City's consultant architect reviewed the qualifications of each contractor according to the selection criteria set forth in the bidding documents. Bud Mahas Construction scored the highest of all the contractors. A summary of the bids and scoring is attached for your information. The selection committee has reached out to staff at Bud Mahas to review their bid and they are ready to start as soon as the City can award the project.

-Arthur LeBaron 11/1/24

Recommendation:

It is the recommendation of the selection committee that the project be awarded to Bud Mahas Construction as the successful bidder in the amount of \$5,222,000.

-Arthur LeBaron 11/1/24

Attachments:

1. Contractor Ranking Sheet

Contractor Ranking Sheet

Company	Bid	Cost (50)	References (20)	Contractor Team (15)	PM Approach (15)	Total
Bud Mahas	\$5,222,000.00	50	20	14	14	98
Grass Creek Construction	\$5,443,147.40	48	17	12	14	91
Watts Construction	\$5,884,710.00	44	19	14	14	92
Big D Construction	\$6,086,951.00	43	20	15	14	91
Bonneville Builders	\$6,105,595.00	43	15	11	8	76
Westland Construction	\$6,409,325.00	41	20	14	5	79
Jacobsen Construction	\$6,615,000.00	39	20	12	12	83
Warner & Associates Const.	\$6,838,500.00	38	0	0	0	38
BHI	\$6,864,665.00	38	19	10	12	78
DOJO Construction	\$7,607,998.00	34	14	12	4	64



STAFF COMMENTS

Consideration and possible approval for the **Street Department 5-year improvement plan** - Mike Vercimak

Discussion:

Mayor and City Council,

As you may be aware, the 100 North Improvement project was the last project in our pipeline of future street improvement projects.

In an effort to keep the city moving forward with street improvements, Public Works convened a workshop comprised of Mayor Billings, Councilman Thomas, Arthur LeBaron, Kaden Demille, Weston Walker and myself.

During budget discussion this past spring the Council had 2 robust discussions about what roadways should be put on our 5-year plan and what priority they should have in the hierarchy of projects. The group used the list generated by those discussions along with the information received from the Public in two different polls that were taken about road projects and came up with a recommendation for the City Council.

Please find attached the list of projects the group arrived at and the priority of each project. Our analysis consisted of (1) the current condition of roads (2) result of improvements, i.e.: greater safety, connectivity, area of influence of each project, etc. (3) Right of Way acquisition required (4) relationship to other City projects, i.e.: pressurized irrigation expansion (5) engineering already done and (6) budget constraints. Our list also provided a short narrative about each project.

This list is provided as a basis for discussion, and we are hoping that the City Council will be able to reach an agreement on the project list so we may move forward with our planning.

If you have any questions, please feel free to contact me or any other member of the group.

Respectfully,

Mike Vercimak

Director of Public Works

Findings:

Recommendation:

Attachments:

1. 5 year plan 2

5 Year Street Improvement Plan

Priority	Location	Analysis and Rationale
1	1400 West: SR-9 to 400S 150 South: 1515W to 400W	This project will provide another connection between SR-9 and 400S and will located at a signalized intersection. This will help to distribute north-south traffic and relieve some stress from SR-9- There will be right of way acquisition needed for this project.
2	100 South: Main to 300W	This project would be a rehabilitation project. Utilities would be evaluated and brought to standard, curb, gutter, sidewalk and asphalt pavement would be installed. Some Right-of-Way issues may be encounterd. Due to the location of the Recreation Center and the number of events that take place in the area makes this a candidate for the 5 year plan
3	Main Street: 600N to 975 N	This project will be a total rehabilitation of this section of Main Street. Utilities will be evaluated and replaced if needed. Roadway will be built to a uniform cross section. Off-site drainage improvements will be required as part of this project. This will complete an improved north-south connection from SR-9 to north city limit. This section of roadway is badly deteriorated chip seal. It is also very narrow and has no pedestrian facilities. Right-of-Way will need to be addressed on this project.
4	650 South: 700W to 1530W	The area fronting this portion of 650S has experienced substantial growth in the last few years and is experiencing increased travel demand. There are no pedestrian facilities on the roadway. This project would be a total rehabilitation of this roadway. Utilities would be evaluated and replaced if necessary. Drainage would be addressed for this area and curb, gutter, sidewalk would be installed. The biggest concern for this section of roadway is safety since the road surface is very narrow and there are no pedestrian facilities it is difficult to provide a safe path for vehicles and pedestrian especially school children. Right-of-Way will need to be addressed on this project

5 Year Street Improvement Plan

- | | | |
|---|--------------------------------|---|
| 5 | 700 West: Intersection of 400S | This project will consist of evaluating and constructing a new intersection at 400S-700W. It is uncertain at this time what the best approach will be but a roundabout at this location is high probability. Depending on design of this intersection, Right-of-Way considerations will probably need to be addressed. It is also incumbent on this project to wait until the EIS for the Gould's Wash drainage project is completed and the need for improvements to the wash have been considered and accounted for. |
| 6 | 900 South: 700W to 180W | Some of this roadway has been completed. The project will provide an east-west connection for the area and reduce travel demand on 400S. This will be a new build roadway for the most part and Right-of-Way will need to be acquired for this project. It will also provide a pedestrian way for children going to and from Three Falls Elementary. |
| 7 | 920 West: 400S to 1500S | Most of this roadway exists at the present time. 920 West will provide an important connection between 400S and 2060S and will relieve travel demand on 700W. This will be a total roadway rehabilitation project with the exception of a portion between 1300S and 1500S which will be a new build. Utilities will be evaluated and upgraded as needed and the road will be build to a standard road cross section providing for drainage and pedestrian ways. A storm drain that services this area will also need to be improved. Right-of-Way considerations will also be a part of this project. |
| 8 | 1150 West: 400S to 2300S | This project will be a mixture of new build roadway cross sections and partial build roadway. Considerations for utilities will be part of the project. Since this a large & considerable distance this project will probably need to be phased and built in sections. Right-of-Way considerations will be part of the project. It is shown in this 5 year projection and listed as number 8 priority so that possible design and preliminary engineering can get started sometime in this cycle. |



STAFF COMMENTS

Consideration and possible approval of LUCA24-07 a **Land Use Code Amendment to Title 10, Chapter 15** to provide an exception to allow the takeoff and landing of aircraft in commercial zones for the purpose of medical transport at hospital facilities. Hurricane City Planning, Applicant.

Discussion:

In 2012, in response to helicopter tour businesses in the City, the City Council passed an ordinance banning the takeoff and landing of aircraft in commercial zones. Since that ordinance was passed, Intermountain Health expanded its Hurricane facility to include an emergency room with a helipad. And, more recently, other healthcare providers have expressed interest in establishing similar hospital facilities within the City that would also include helipads. The intent of the ordinance prohibition was not meant to include medical transport by aircraft at hospitals; therefore, staff is proposing to correct this oversight with an ordinance update to provide an exception in the city code to allow takeoff and landing of aircraft for medical transport at hospital facilities. The Planning Commission heard this item on 10/24/2024 and sent a unanimous recommendation of approval to the City Council. --Gary Cupp

Findings:

Recommendation:

Attachments:

1. (Redline) Sec. 10_15_3. ___ Uses_allowed.
2. Ordinance 2024-13 amending Title 10, Chapter 15 - Medical Transport Aircraft
3. LUCA24-07 Medical Transport CC Staff Report

Sec. 10-15-3. Uses allowed.

- A. *Permitted and conditional uses.* Permitted and conditional uses allowed within commercial zones shall be as set forth in table 10-15-1 of this section. Permitted and conditional uses are indicated by a "P" or "C," respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-15-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-18E4 of this title.

TABLE 10-15-1
PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES

Use	Zones				
	NC	GC	HC	PC	POC
Residential uses:					
Building, accessory	P	N	N	P	P
Dwelling, multiple-family ⁴	C	C	C	P	P
Dwelling, single-family ⁴	N	N	N	P	N
Dwelling, temporary	N	N	N	N	N
Dwelling, two-family ⁴	N	N	N	P	P
Manufactured home	N	N	N	N	N
Manufactured/mobile home park	N	N	N	N	N
Protective housing facility	N	N	N	N	N
Rehabilitation/treatment facility	N	P	P	P	P
Residential facility for elderly persons ¹	P	N	N	P	P
Residential facility for persons with a disability ¹	P	N	N	P	P
Residential facility for troubled youth	N	N	N	N	N
Transitional housing facility	N	N	N	N	N
Public and civic uses:					
Auditorium or stadium	N	P	P	P	N
Bus terminal	N	P	P	P	N
Cemetery	P	P	P	P	P
Church or place of worship	P	P	P	P	P
Club or service organization	P	P	P	P	P
Convalescent care facility	N	P	P	P	N
Cultural service	P	P	P	P	P
Golf course	P	P	P	P	P
Government service	N	P	P	P	N
Hospital	N	P	P	P	N
Operations center	N	P	P	P	P
Park	P	P	P	P	P
Post office	P	P	P	P	P
Protective service	P	P	P	P	P
Reception center	C	P	P	P	P
Utility, major ³	N	N	N	C	C
Utility, minor ³	P	P	P	P	P
Utility substation ³	P	P	P	P	P
Commercial uses:					
Agricultural sales and service	N	P	P	P	N

Animal hospital	P	P	P	P	N
Bail bond service	N	P	P	P	N
Bank or financial institution	P	P	P	P	P
Bed and breakfast, home	N	N	N	N	N
Bed and breakfast inn	P	P	P	P	N
Business equipment rental, services, and supplies	P	P	P	P	P
Car wash	P	P	P	P	P
Child care center	P	P	P	P	P
Club, private	N	P	P	P	N
Construction sales and service	N	P	P	N	N
Convenience store	P	P	P	P	P
Funeral home	N	P	P	P	N
Garden center	P	P	P	P	P
Gas and fuel, storage and sales	N	N	C	N	N
Gasoline service station	P	P	P	P	N
Hostel	N	P	P	P	N
Hotel	N	P	P	P	N
Kennel, commercial	C	C	C	C	C
Laundry or dry cleaning, limited	P	P	P	P	P
Licensed family child care ²	P	N	N	P	N
Liquor store	N	P	P	P	N
Media service	P	P	P	P	P
Medical or dental laboratory	N	P	P	P	N
Medical service	P	P	P	P	P
Motel	N	P	P	P	N
Office, general	P	P	P	P	P
Parking garage, public	N	P	P	P	P
Parking lot, public	N	P	P	P	P
Pawnshop	N	N	P	P	N
Personal care service	P	P	P	P	P
Personal instruction service	P	P	P	P	P
Printing and copying, limited	P	P	P	P	P
Printing, general	N	P	P	P	P
Produce stand	P	P	P	P	P
Recreation and entertainment, indoor	P	P	P	P	P
Recreation and entertainment, outdoor	N	P	P	P	N
Recreational vehicle park	N	N	P	N	N
Repair service	P	P	P	N	P
Research service	N	P	P	N	N
Residential certificate child care ²	P	N	N	P	N
Restaurant, fast food	P	P	P	P	P
Restaurant, general	P	P	P	P	P
Retail, general	P	P	P	P	P
Secondhand store	P	P	P	P	P
Shopping center	P	P	P	P	P
Takeoff and landing of aircraft (hospitals exempted ⁵)	N	N	N	N	N
Tattoo establishment	P	P	P	N	N

Created: 2024-09-18 08:17:39 [EST]

(Supp. No. 3, Update 4)

Tavern	N	P	P	P	N
Temporary trailer	P	P	P	P	P
Transportation service	N	P	P	N	N
Vehicle and equipment rental or sale	N	P	P	N	N
Vehicle and equipment repair, general	N	P	P	N	N
Vehicle repair, limited	N	P	P	N	P
Veterinary service	P	P	P	N	N
Warehouse, self-service storage	P	P	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title				
Industrial uses:					
Laundry services	N	N	N	P	N
Wholesale and warehousing, general	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See chapter 45 of this title.
4. In the area designated as downtown district on the general plan map, existing single family residential uses may continue as permitted residential uses. Use and development standards for an R-1-8 zone shall apply. Existing approved multi-family and two family uses may continue as permitted residential uses. Use and development standards for an RM-3 zone would apply.
5. Takeoff and landing of aircraft at hospitals or medical facilities for the purpose of medical transport shall be allowed (e.g., "life flights", organ deliveries, emergency supplies and equipment, or other urgent circumstances).

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-15-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
3. Accessory uses in commercial zones shall include, but not be limited to, the following:

Accessory dwelling units attached to a commercial permitted use structure or on the same lot and under same ownership as a permitted use structure.

Accessory dwelling units for security and maintenance personnel.

Cafeterias, dining halls and similar food service facilities when located within the main use and operated primarily for the convenience of employees, residents, clients, or visitors to the main use.

Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

Recreational areas and facilities for the use of employees.

Recycling collection stations.

Refreshment stands and food and beverage sales located in uses involving public assembly.

Temporary uses, subject to applicable standards of chapter 48, temporary uses, of this title.

(Ord. 2012-8, 10-18-2012; Ord. 2016-11, 11-17-2016; Ord. 2017-14, 8-17-2017; Ord. No. 2021-05, 6-3-2021; Ord. No. 2022-12, 5-5-2022; Ord. No. 2024-06, 6-6-2024; Ord. No. 2024-12, 8-15-2024)

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10, CHAPTER 15, SECTION 3 WITH REGARDS TO MEDICAL TRANSPORT AIRCRAFT IN COMMERCIAL ZONES

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapter 15 of the Hurricane City Code governing allowed uses in commercial zones; and

WHEREAS, the City Council deems this amendment necessary and desirable for the preservation of the general health, safety, and welfare of the residents of Hurricane; and

WHEREAS, the Planning Commission of Hurricane City has recommended approval of the changes;

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Title 10, Chapter 15, Section 3 of the Hurricane City Code is amended to read as follows:

Sec. 10-15-3. Uses allowed.

- A. *Permitted and conditional uses.* Permitted and conditional uses allowed within commercial zones shall be as set forth in table 10-15-1 of this section. Permitted and conditional uses are indicated by a "P" or "C," respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-15-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-18(E)(4) of this title.

TABLE 10-15-1
PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES

Use	Zones				
	NC	GC	HC	PC	POC
Residential uses:					
Building, accessory	P	N	N	P	P
Dwelling, multiple-family ⁴	C	C	C	P	P
Dwelling, single-family ⁴	N	N	N	P	N
Dwelling, temporary	N	N	N	N	N
Dwelling, two-family ⁴	N	N	N	P	P
Manufactured home	N	N	N	N	N
Manufactured/mobile home park	N	N	N	N	N
Protective housing facility	N	N	N	N	N
Rehabilitation/treatment facility	N	P	P	P	P
Residential facility for elderly persons ¹	P	N	N	P	P
Residential facility for persons with a disability ¹	P	N	N	P	P
Residential facility for troubled youth	N	N	N	N	N
Transitional housing facility	N	N	N	N	N
Public and civic uses:					
Auditorium or stadium	N	P	P	P	N

Bus terminal	N	P	P	P	N
Cemetery	P	P	P	P	P
Church or place of worship	P	P	P	P	P
Club or service organization	P	P	P	P	P
Convalescent care facility	N	P	P	P	N
Cultural service	P	P	P	P	P
Golf course	P	P	P	P	P
Government service	N	P	P	P	N
Hospital	N	P	P	P	N
Operations center	N	P	P	P	P
Park	P	P	P	P	P
Post office	P	P	P	P	P
Protective service	P	P	P	P	P
Reception center	C	P	P	P	P
Utility, major ³	N	N	N	C	C
Utility, minor ³	P	P	P	P	P
Utility substation ³	P	P	P	P	P
Commercial uses:					
Agricultural sales and service	N	P	P	P	N
Animal hospital	P	P	P	P	N
Bail bond service	N	P	P	P	N
Bank or financial institution	P	P	P	P	P
Bed and breakfast, home	N	N	N	N	N
Bed and breakfast inn	P	P	P	P	N
Business equipment rental, services, and supplies	P	P	P	P	P
Car wash	P	P	P	P	P
Child care center	P	P	P	P	P
Club, private	N	P	P	P	N
Construction sales and service	N	P	P	N	N
Convenience store	P	P	P	P	P
Funeral home	N	P	P	P	N
Garden center	P	P	P	P	P
Gas and fuel, storage and sales	N	N	C	N	N
Gasoline service station	P	P	P	P	N
Hostel	N	P	P	P	N
Hotel	N	P	P	P	N
Kennel, commercial	C	C	C	C	C
Laundry or dry cleaning, limited	P	P	P	P	P
Licensed family child care ²	P	N	N	P	N
Liquor store	N	P	P	P	N
Media service	P	P	P	P	P
Medical or dental laboratory	N	P	P	P	N
Medical service	P	P	P	P	P
Motel	N	P	P	P	N
Office, general	P	P	P	P	P
Parking garage, public	N	P	P	P	P
Parking lot, public	N	P	P	P	P
Pawnshop	N	N	P	P	N
Personal care service	P	P	P	P	P
Personal instruction service	P	P	P	P	P

Printing and copying, limited	P	P	P	P	P
Printing, general	N	P	P	P	P
Produce stand	P	P	P	P	P
Recreation and entertainment, indoor	P	P	P	P	P
Recreation and entertainment, outdoor	N	P	P	P	N
Recreational vehicle park	N	N	P	N	N
Repair service	P	P	P	N	P
Research service	N	P	P	N	N
Residential certificate child care ²	P	N	N	P	N
Restaurant, fast food	P	P	P	P	P
Restaurant, general	P	P	P	P	P
Retail, general	P	P	P	P	P
Secondhand store	P	P	P	P	P
Shopping center	P	P	P	P	P
Takeoff and landing of aircraft (hospitals exempted ⁵)	N	N	N	N	N
Tattoo establishment	P	P	P	N	N
Tavern	N	P	P	P	N
Temporary trailer	P	P	P	P	P
Transportation service	N	P	P	N	N
Vehicle and equipment rental or sale	N	P	P	N	N
Vehicle and equipment repair, general	N	P	P	N	N
Vehicle repair, limited	N	P	P	N	P
Veterinary service	P	P	P	N	N
Warehouse, self-service storage	P	P	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title				
Industrial uses:					
Laundry services	N	N	N	P	N
Wholesale and warehousing, general	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See chapter 45 of this title.
4. In the area designated as downtown district on the general plan map, existing single family residential uses may continue as permitted residential uses. Use and development standards for an R-1-8 zone shall apply. Existing approved multi-family and two family uses may continue as permitted residential uses. Use and development standards for an RM-3 zone would apply.
5. Takeoff and landing of aircraft at hospitals or medical facilities for the purpose of medical transport shall be allowed (e.g., "life flights", organ deliveries, delivery of emergency supplies and equipment, or other urgent circumstances).

B. Accessory uses. Permitted and conditional uses set forth in table 10-15-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

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3. Accessory uses in commercial zones shall include, but not be limited to, the following:
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 - Accessory dwelling units for security and maintenance personnel.
 - Cafeterias, dining halls and similar food service facilities when located within the main use and operated primarily for the convenience of employees, residents, clients, or visitors to the main use.
 - Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.
 - Recreational areas and facilities for the use of employees.
 - Recycling collection stations.
 - Refreshment stands and food and beverage sales located in uses involving public assembly.
 - Temporary uses, subject to applicable standards of chapter 48, temporary uses, of this title.

NOW THEREFORE, BE IT ORDAINED BY THE HURRICANE CITY COUNCIL OF HURRICANE CITY, UTAH THAT:

All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.

Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

PASSED AND APPROVED this 7th day of November, 2024

Hurricane City

Nanette Billings, Mayor

Attest:

Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 7th day of November, 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
Joseph Prete	_____	_____	_____	_____
Clark Fawcett	_____	_____	_____	_____
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Drew Ellerman	_____	_____	_____	_____

Cindy Beteag, Recorder



STAFF COMMENTS

Agenda Date:	11/7/2024
Application Number:	LUCA24-07
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10 with regards to medical transport in commercial zones.
Recommendation:	Approve
Report Prepared By:	Gary Cupp

Discussion:

In 2012, in response to helicopter tour businesses in the City, the City Council passed an ordinance banning the takeoff and landing of aircraft in commercial zones. Since that ordinance was passed, Intermountain Health expanded its Hurricane facility to include an emergency room with a helipad. And, more recently, other healthcare providers have expressed interest in establishing similar hospital facilities within the City that would also include helipads. The intent of the ordinance prohibition was not meant to include medical transport by aircraft at hospitals; therefore, staff is proposing to correct this oversight with an ordinance update to provide an exception in the city code to allow takeoff and landing of aircraft for medical transport at hospital facilities. The Planning Commission heard this item on 10/24/2024 and sent a unanimous recommendation of approval to the City Council.

Recommendation: Staff recommends the City Council approve the ordinance update.



STAFF COMMENTS

Consideration and possible approval of a **power line extension** for Cielo at Coral Canyon - Cole West Home

Discussion:

The Power Board is scheduled to review this item on Wednesday, November 6th. Since their meeting occurs after the deadline to post the City Council agenda, the item has been included with the expectation that a recommendation will be made.

According to Hurricane City Code: • Sec. 8-4-3. - Application for service.

Any person, including any subdivider, who desires to have the power lines extended within the City may make application to the Power Board in writing. A description of such proposed extension accompanied by a map showing the location and size of the proposed line extension shall be submitted in writing which shall be reviewed by the Power Superintendent and taken to staff meeting for review before approaching the City Council. The City Council may grant or deny the request as in its discretion deemed best for the welfare of existing power users in the City. (1998 Code § 14-314; 2000 Code)

This application is located along Foothills Drive near the Gilberts Crusher business. The Power Dept. has determined that with the amount of capacity required for this development, the developer would need to provide additional capacity with some upgrades and/or additions to the circuit. We are looking for an approval conditioned upon all parties agreeing to a contract that Hurricane City provides, which will contain all necessary terms, including responsibility of the applicant to cover all costs and acquire all easements. - Scott Hughes

Findings:

Recommendation:

Attachments:

1. Application for Power Services - Signed
2. Cielo_at_Coral_Canyon_-_Pre_Plat

APPLICATION FOR POWER SERVICES



HURRICANE CITY
UTAH

Applicant Name Cole West Home Phone Number 502-537-0522
Engineer or Engineering Firm American Land Consulting and Engineering
Mailing Address 2250 N. Coral Canyon Blvd. STE. #200
(Required)
Service Address Intersection of Old Hwy 91 & Coral Ridge Drive
(Required)
Subdivision Name Cielo at Coral Canyon Lot # 407 Parcel # SITLA
Email Address jack.evans@colewest.com
(Required)

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

TYPE OF SERVICE ☒ RESIDENTIAL ☐ COMMERCIAL ☐ INDUSTRIAL

VOLTAGE NEEDED Single Phase ☐ 120/240 ☐ 240/480
Three Phase ☒ 120/208 ☐ 277/480

SERVICE/PANEL AMPS ☒ 200 ☒ 400 ☐ 600 ☐ OTHER _____
of units 407 # of units 2 # of units _____ # of units _____

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

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

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

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

(PLEASE SEE HURRICANE CITY POWER BEFORE PROCEEDING)

For Official Power Department Comments ONLY:

Hurricane City Power recommend for approval ☐

Hurricane City Power recommend for denial ☐

Date of Power Recommendation _____

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

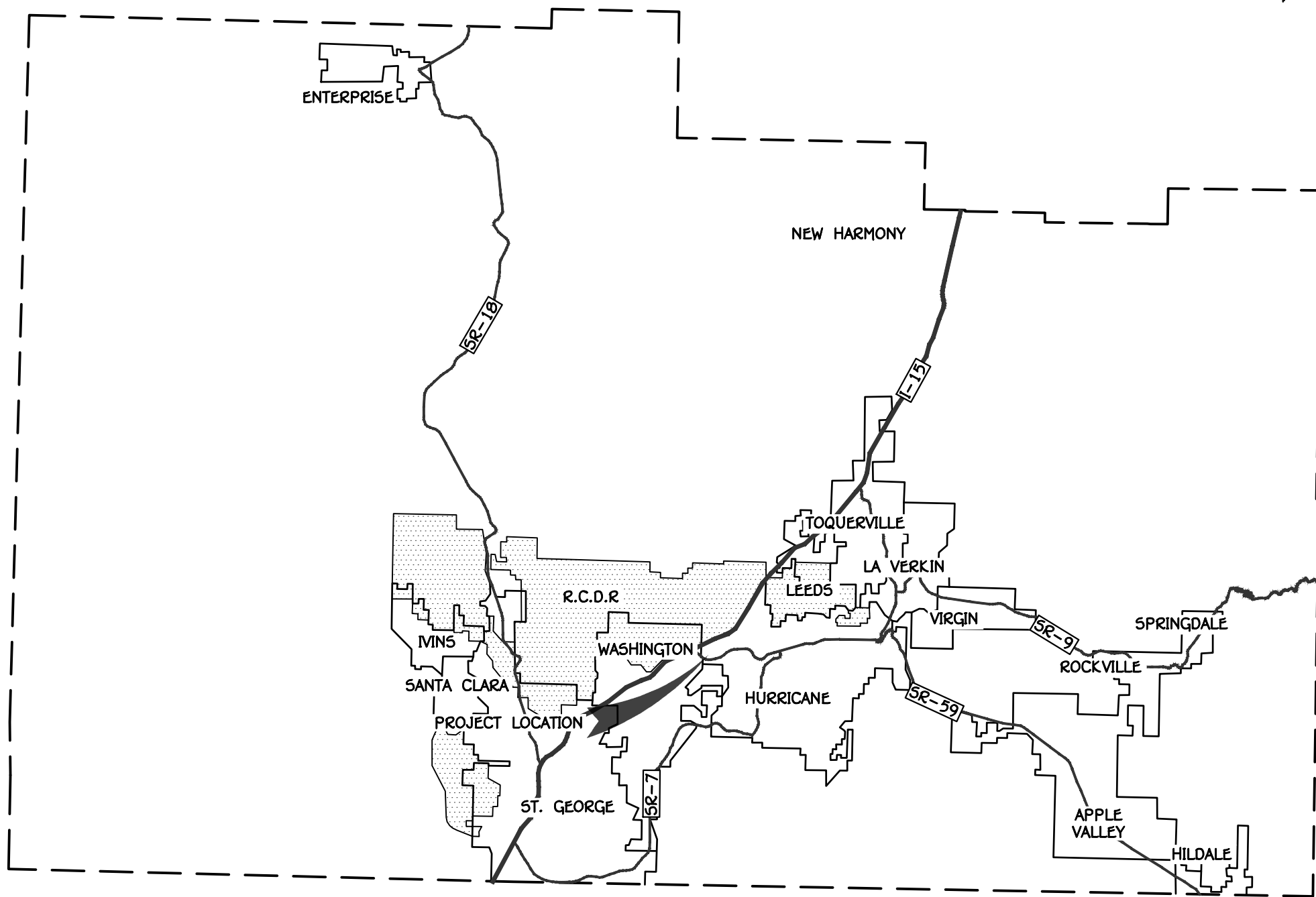
Developer or Engineer Authorized by Developer TC A Date 10/4/2024

Hurricane City Power _____ Date _____

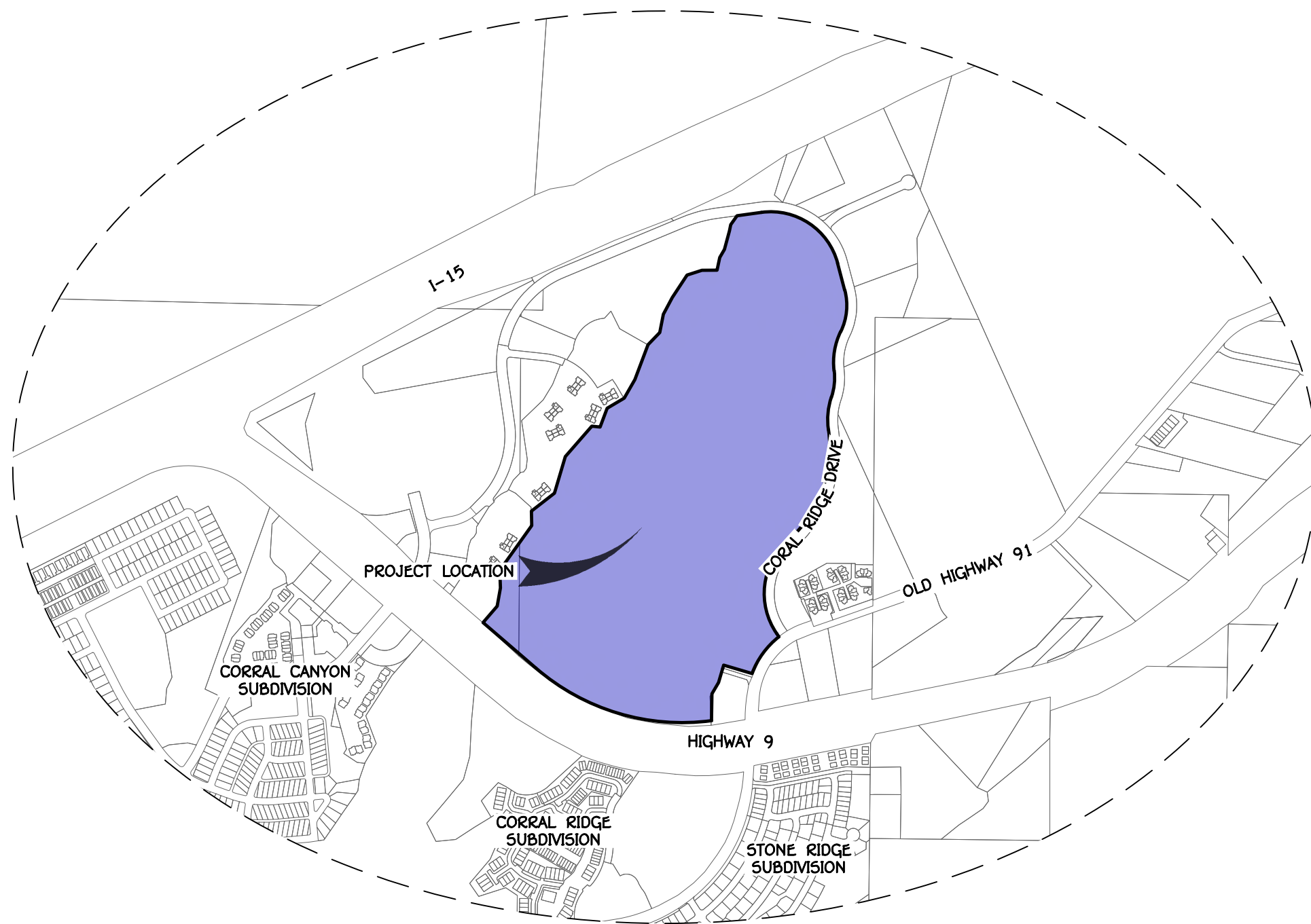
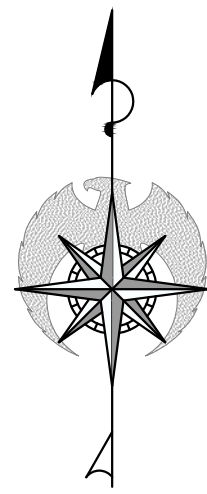
CIELO AT CORAL CANYON

HURRICANE, UTAH

PRELIMINARY PLAT
OCTOBER 2024



WASHINGTON COUNTY
N.T.S.



VICINITY MAP
SECTION 4 TOWNSHIP 42 S, RANGE 14 W,
SLB&M
0 1000' 2000'
SCALE: 1" = 1000'

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

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

LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 00°22'41" EAST ALONG THE SECTION LINE 873.71 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 35°26'49" EAST 156.54 FEET; THENCE NORTH 01°06'49" WEST 111.00 FEET; THENCE NORTH 52°08'16" EAST 223.04 FEET; THENCE NORTH 16°32'00" EAST 292.85 FEET; THENCE NORTH 41°04'16" EAST 310.01 FEET; THENCE SOUTH 84°14'12" EAST 63.51 FEET; THENCE NORTH 20°29'44" EAST 153.47 FEET; THENCE NORTH 59°29'19" EAST 152.44 FEET; THENCE NORTH 29°52'49" EAST 164.10 FEET; THENCE NORTH 28°03'37" EAST 286.51 FEET; THENCE NORTH 43°57'12" EAST 128.98 FEET; THENCE NORTH 11°08'24" EAST 142.74 FEET; THENCE NORTH 28°01'53" EAST 145.92 FEET; THENCE NORTH 33°22'56" EAST 206.03 FEET; THENCE NORTH 72°00'23" EAST 120.03 FEET; THENCE NORTH 89°54'10" EAST 115.41 FEET; THENCE NORTH 12°17'16" EAST 99.91 FEET; THENCE NORTH 30°11'58" EAST 71.04 FEET; THENCE NORTH 15°11'01" EAST 147.29 FEET; THENCE NORTH 11°15'32" EAST 48.53 FEET; THENCE NORTH 34°27'03" EAST 83.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FOOTHILLS CANYON DRIVE; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TEN (10) COURSES, NORTH 82°14'28" EAST 188.08 FEET; THENCE SOUTHEASTERLY ALONG A 530.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 07°49'34" EAST) THROUGH A CENTRAL ANGLE OF 82°56'07", A DISTANCE OF 787.17 FEET; THENCE SOUTH 14°49'27" EAST 213.72 FEET; THENCE SOUTHERLY ALONG A 460.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 75°10'33" WEST) THROUGH A CENTRAL ANGLE OF 40°42'13", A DISTANCE OF 326.79 FEET; THENCE SOUTHERLY ALONG A 540.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 64°07'14" EAST) THROUGH A CENTRAL ANGLE OF 32°42'59", A DISTANCE OF 308.33 FEET; THENCE SOUTHERLY ALONG A 460.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 83°09'11" WEST) THROUGH A CENTRAL ANGLE OF 25°30'57", A DISTANCE OF 204.85 FEET; THENCE SOUTHERLY ALONG A 540.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 71°19'12" EAST) THROUGH A CENTRAL ANGLE OF 26°53'06", A DISTANCE OF 253.39 FEET; THENCE SOUTHERLY ALONG A 560.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 81°47'42" WEST) THROUGH A CENTRAL ANGLE OF 56°28'40", A DISTANCE OF 946.29 FEET; THENCE SOUTHERLY ALONG A 540.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 41°43'38" EAST) THROUGH A CENTRAL ANGLE OF 82°57'57", A DISTANCE OF 781.93 FEET; THENCE SOUTH 34°41'46" EAST 23.63 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 91; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY AND A 650.10 FOOT RADIUS REVERSE CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 38°12'42" EAST) THROUGH A CENTRAL ANGLE OF 31°10'41", A DISTANCE OF 353.76 FEET; THENCE NORTH 73°35'59" WEST 226.50 FEET; THENCE SOUTH 16°24'01" WEST 139.00 FEET; THENCE SOUTH 30°30'26" WEST 99.86 FEET; THENCE SOUTH 00°52'17" WEST 205.77 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SE-9; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES, WESTERLY ALONG A 1,709.86 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 07°36'33" WEST) THROUGH A CENTRAL ANGLE OF 48°34'16", A DISTANCE OF 1,449.49 FEET; THENCE NORTH 49°13'12" WEST 168.50 FEET; THENCE NORTH 49°13'12" WEST 365.19 FEET; THENCE NORTH 40°49'42" EAST 165.55 FEET; THENCE NORTH 09°54'17" EAST 142.85 FEET; THENCE NORTH 01°57'27" WEST 134.36 FEET; THENCE NORTH 35°28'49" EAST 265.42 FEET; TO THE POINT OF BEGINNING, CONTAINING 6,261,191 SQUARE FEET OR 143.74 ACRES.

PRELIMINARY PLAT SITE DATA	PROPERTY OWNER	GEOTECH ENGINEER	CIVIL ENGINEER	APPLICANT-AGENT
CIELO AT CORAL CANYON	COLE WEST HOME	APPLIED GEOTECHNICAL (AGEC)	AMERICAN CONSULTING & ENGINEERING	AMERICAN CONSULTING & ENGINEERING
CURRENT ZONING:	P.D.O.	1420 S. 270 E.	1173 S. 250 W., SUITE #504	1173 S. 250 W., SUITE #504
PROJECT AREA	143.74 ACRES	WASHINGTON, UT 84780	ST. GEORGE, UT 84770	ST. GEORGE, UT 84770
NIGHTLY RENTAL	140 UNITS (49 LOTS + 91 TH)	CONTACT: ERIC DAY	CONTACT: WAYNE ROGERS	CONTACT: AUSTIN CHAPPELL
MULTIFAMILY	54 TOWNHOUSES	PHONE: (360) 798-8075	PHONE: (435) 673-6850	PHONE: (435) 288-3330
SINGLE FAMILY LOTS	218 LOTS	EMAIL: eric.day@colewest.com	EMAIL: rogers@agcinc.com	EMAIL: austin@alcsq.com
TOTAL DWELLING UNITS	412 D.U.(DENSITY=2.87D.U./ACRE)			
FUTURE COMMERCIAL	8.24 ACRE (358829.31 SF)			

REV. DATE: REVISION

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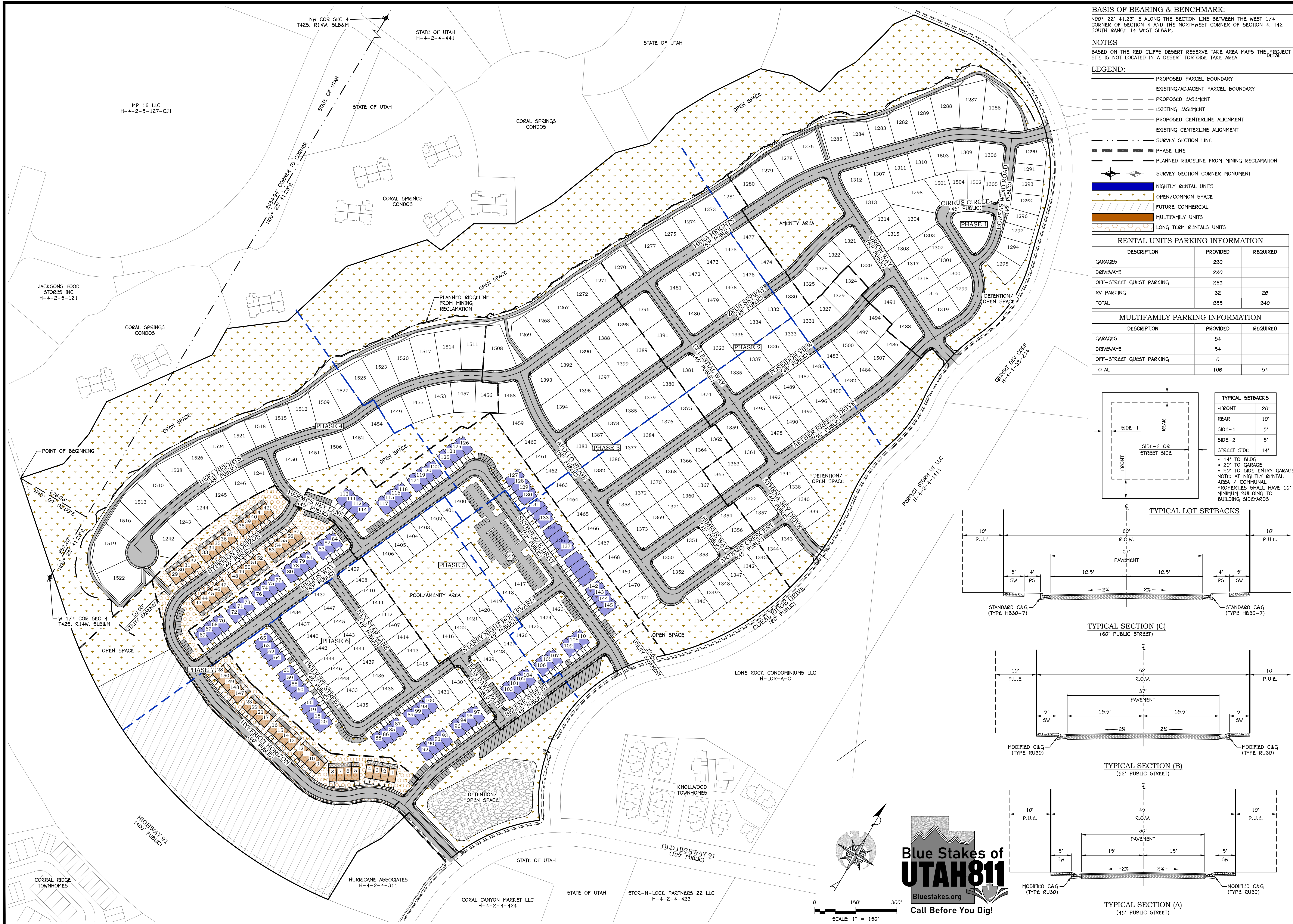


DATE: 10/07/2024
JOB #: 23-504-1
DRAWN BY: CDF
CHECKED BY: ARC

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

C.1.1

SHEET: 1 of 35



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

NOTES
BASED ON THE RED CLIFFS DESERT RESERVE TAKE AREA MAP5 THE PROJECT SITE IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA.

LEGEND:

- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- SURVEY SECTION LINE
- PHASE LINE
- PLANNED RIDGELINE FROM MINING RECLAMATION
- SURVEY SECTION CORNER MONUMENT

RENTAL UNITS PARKING INFORMATION

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

MULTIFAMILY PARKING INFORMATION

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

TYPICAL SETBACKS

TYPE	SETBACK
FRONT	20'
REAR	10'
SIDE-1	5'
SIDE-2	5'
STREET SIDE	14'

TYPICAL LOT SETBACKS

Diagram showing lot setbacks for SIDE-1, SIDE-2 OR STREET SIDE, and FRONT.

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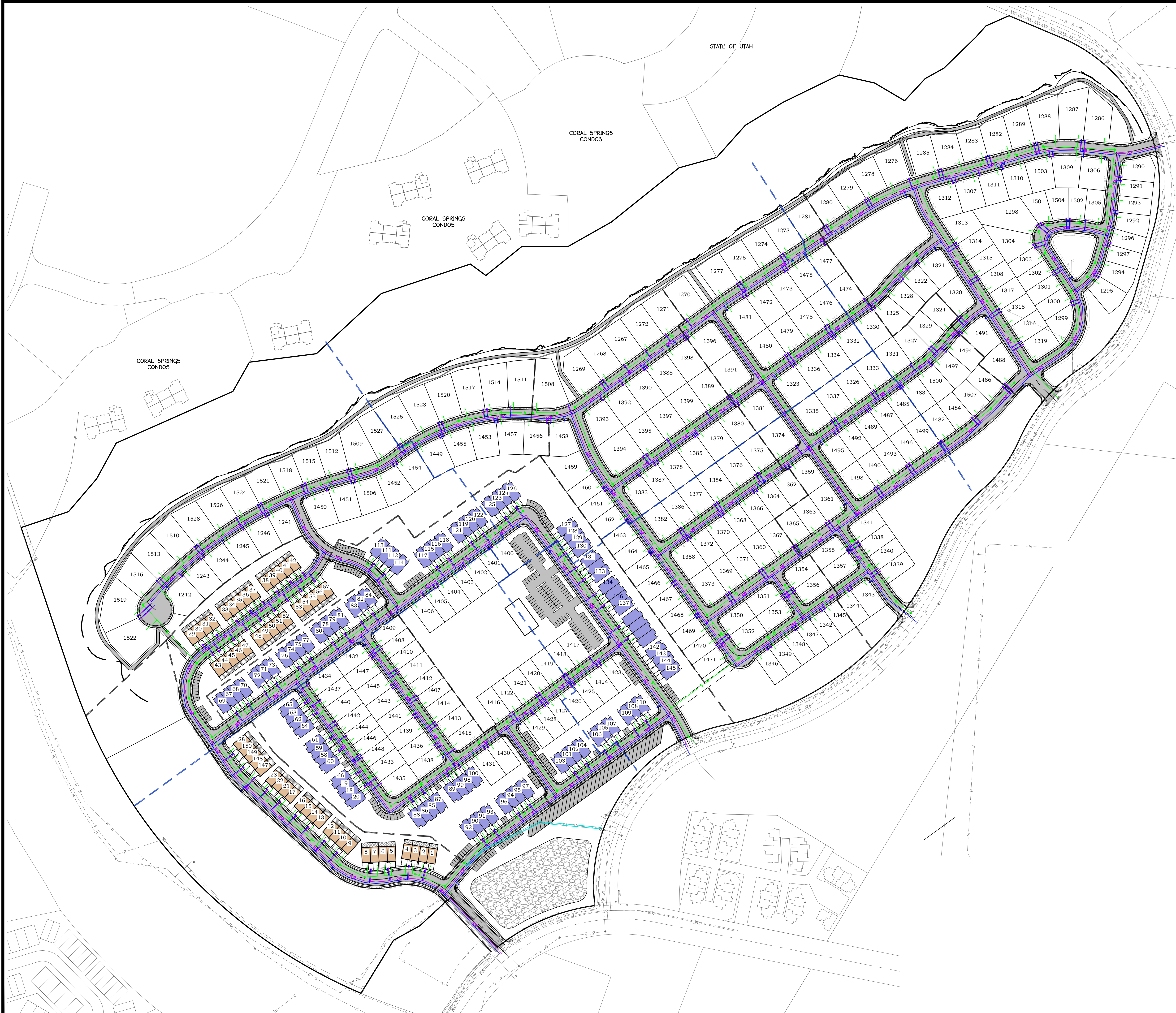
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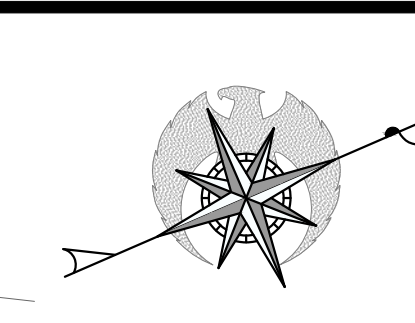
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1173 S. 250 W. #504
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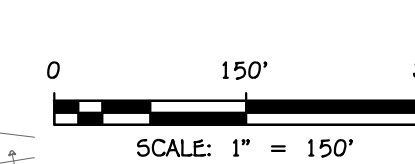
CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH
OVERALL SITE PLAN
CONSTRUCTION DRAWINGS

C.1.2
SHEET: 2 of 76





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NOTICE TO CONTRACTORS:

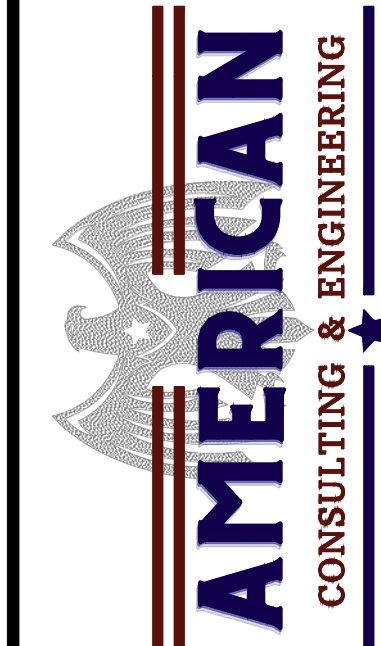
ENGINEER CAN NOT GUARANTEE THE ACCURACY OF THE EXISTING UNDERGROUND UTILITIES DEPICTED IN THESE PLANS. LOCATIONS SHOWN FOR ALL EXISTING UNDERGROUND UTILITIES IS BASED ON EXTERNAL INFORMATION FROM GIS MAPPING, PREVIOUS AS-BUILT RECORD DRAWINGS, BLUE STAKES SURFACE MARKINGS IN THE FIELD, OR COMBINATION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

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

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

REV.	DATE	REVISION

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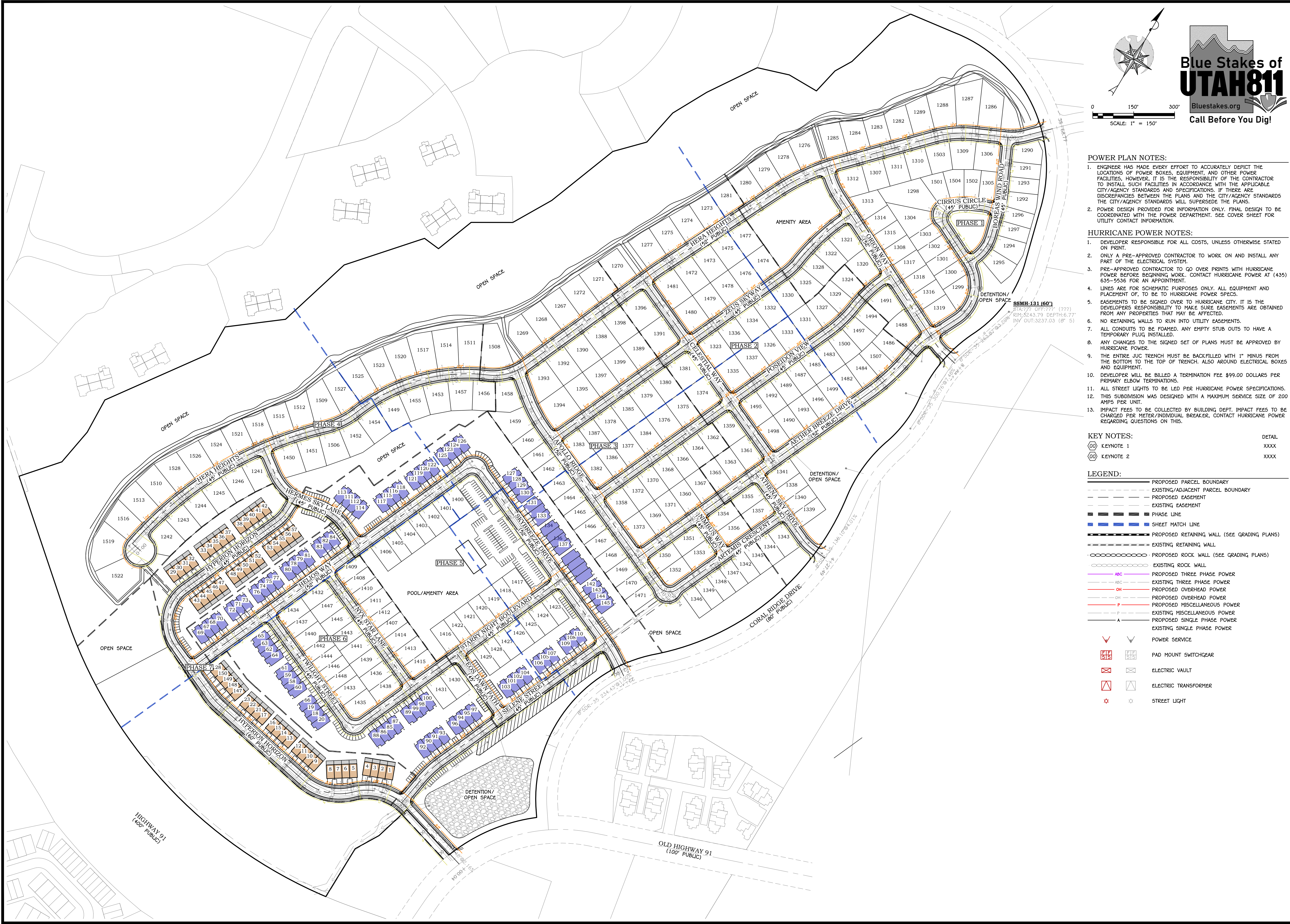
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CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH

WATER IRRIGATION & SEWER OVERALL
CONSTRUCTION DRAWINGS

C.4.0

SHEET: 19 of 76



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- POWER PLAN NOTES:**
- ENGINEER HAS MADE EVERY EFFORT TO ACCURATELY DEPICT THE LOCATIONS OF POWER BOXES, EQUIPMENT, AND OTHER POWER FACILITIES. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL SUCH FACILITIES IN ACCORDANCE WITH THE APPLICABLE CITY/AGENCY STANDARDS AND SPECIFICATIONS. IF THERE ARE DISCREPANCIES BETWEEN THE PLANS AND THE CITY/AGENCY STANDARDS THE CITY/AGENCY STANDARDS WILL SUPERSEDE THE PLANS.
 - POWER DESIGN PROVIDED FOR INFORMATION ONLY. FINAL DESIGN TO BE COORDINATED WITH THE POWER DEPARTMENT. SEE COVER SHEET FOR UTILITY CONTACT INFORMATION.

- HURRICANE POWER NOTES:**
- DEVELOPER RESPONSIBLE FOR ALL COSTS, UNLESS OTHERWISE STATED ON PRINT.
 - ONLY A PRE-APPROVED CONTRACTOR TO WORK ON AND INSTALL ANY PART OF THE ELECTRICAL SYSTEM.
 - PRE-APPROVED CONTRACTOR TO GO OVER PRINTS WITH HURRICANE POWER BEFORE BEGINNING WORK. CONTACT HURRICANE POWER AT (435) 635-5536 FOR AN APPOINTMENT.
 - ALL LINES ARE FOR SCHEMATIC PURPOSES ONLY. ALL EQUIPMENT AND PLACEMENT OF, TO BE TO HURRICANE POWER SPECS.
 - PLACEMENTS TO BE SIGNED OVER TO HURRICANE CITY. IT IS THE DEVELOPER'S RESPONSIBILITY TO MAKE SURE EASEMENTS ARE OBTAINED FROM ANY PROPERTIES THAT MAY BE AFFECTED.
 - NO RETAINING WALLS TO RUN INTO UTILITY EASEMENTS.
 - ALL CONDUITS TO BE FOAMED. ANY EMPTY STUB OUTS TO HAVE A TEMPORARY PLUG INSTALLED.
 - ANY CHANGES TO THE SIGNED SET OF PLANS MUST BE APPROVED BY HURRICANE POWER.
 - THE ENTIRE JUC TRENCH MUST BE BACK-FILLED WITH 1" MINUS FROM THE BOTTOM TO THE TOP OF TRENCH. ALSO AROUND ELECTRICAL BOXES AND EQUIPMENT.
 - DEVELOPER WILL BE BILLED A TERMINATION FEE \$99.00 DOLLARS PER PRIMARY ELBOW TERMINATIONS.
 - ALL STREET LIGHTS TO BE LED PER HURRICANE POWER SPECIFICATIONS.
 - THIS SUBMISSION WAS DESIGNED WITH A MAXIMUM SERVICE SIZE OF 200 AMPS PER UNIT.
 - IMPACT FEES TO BE COLLECTED BY BUILDING DEPT. IMPACT FEES TO BE CHARGED PER METER/INDIVIDUAL BREAKER, CONTACT HURRICANE POWER REGARDING QUESTIONS ON THIS.

- KEY NOTES:**
- | | |
|--------------|-------------|
| 00 KEYNOTE 1 | DETAIL XXXX |
| 00 KEYNOTE 2 | DETAIL XXXX |

- LEGEND:**
- PROPOSED PARCEL BOUNDARY
 - EXISTING/ADJACENT PARCEL BOUNDARY
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - PHASE LINE
 - SHEET MATCH LINE
 - PROPOSED RETAINING WALL (SEE GRADING PLANS)
 - EXISTING RETAINING WALL
 - PROPOSED ROCK WALL (SEE GRADING PLANS)
 - EXISTING ROCK WALL
 - PROPOSED THREE PHASE POWER
 - EXISTING THREE PHASE POWER
 - PROPOSED OVERHEAD POWER
 - EXISTING OVERHEAD POWER
 - PROPOSED MISCELLANEOUS POWER
 - EXISTING MISCELLANEOUS POWER
 - PROPOSED SINGLE PHASE POWER
 - EXISTING SINGLE PHASE POWER
 - POWER SERVICE
 - PAD MOUNT SWITCHGEAR
 - ELECTRIC VAULT
 - ELECTRIC TRANSFORMER
 - STREET LIGHT

REV.	DATE	REVISION

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CIELO AT CORAL CANYON
SECTION 4 TOWNSHIP 42 S, RANGE 14 W, SLB&M
HURRICANE, UTAH
OVERALL POWER PLAN
CONSTRUCTION DRAWINGS

C.6.0
SHEET: 30 of 76



STAFF COMMENTS

Consideration and possible approval of a **power line extension** for Black Ridge Ph 2 - Wasatch Commercial Builders

Discussion:

The Power Board is scheduled to review this item on Wednesday, November 6th. Since their meeting occurs after the deadline to post the City Council agenda, the item has been included with the expectation that a recommendation will be made.

According to Hurricane City Code: • Sec. 8-4-3. - Application for service.

Any person, including any subdivider, who desires to have the power lines extended within the City may make application to the Power Board in writing. A description of such proposed extension accompanied by a map showing the location and size of the proposed line extension shall be submitted in writing which shall be reviewed by the Power Superintendent and taken to staff meeting for review before approaching the City Council. The City Council may grant or deny the request as in its discretion deemed best for the welfare of existing power users in the City. (1998 Code § 14-314; 2000 Code)

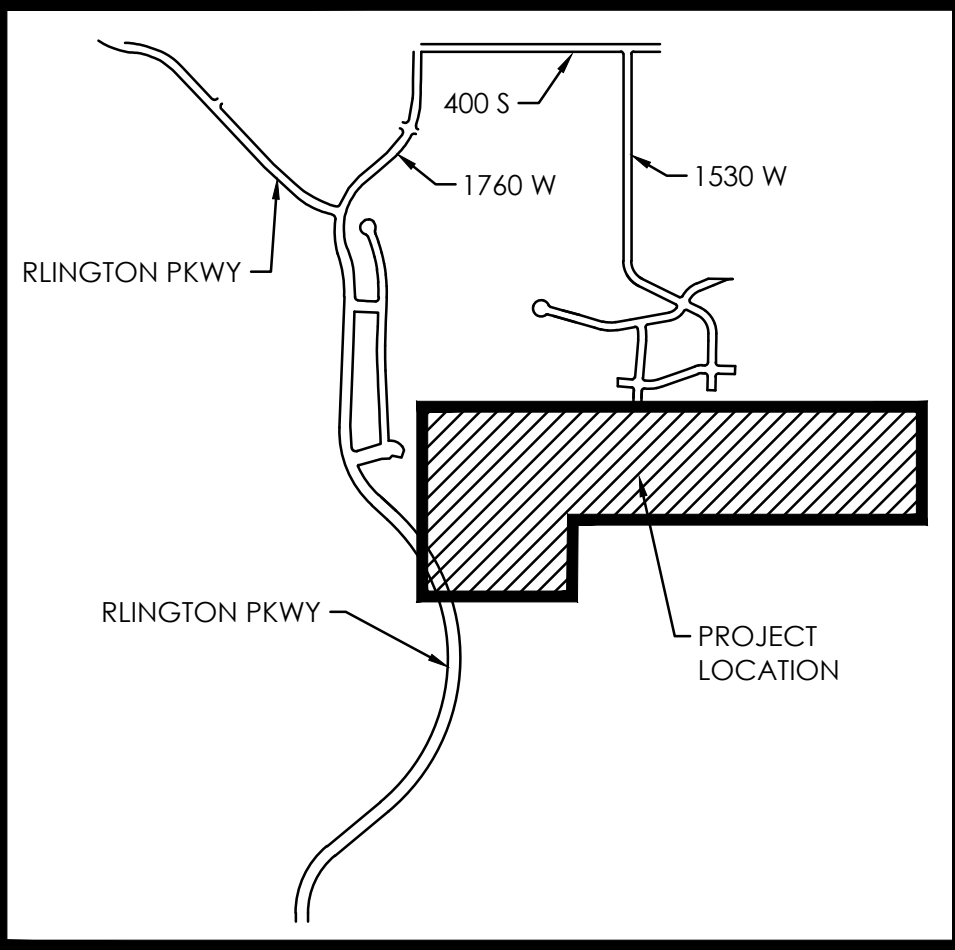
This application is located along 900 S. and East of Rlington Parkway. The Power Dept. has determined that this development will require the developer to provide additional capacity with some upgrades and/or additions to the circuit. We are looking for an approval conditioned upon all parties agreeing to a contract that Hurricane City provides, which will contain all necessary terms, including responsibility of the applicant to cover all costs and acquire all easements. - Scott Hughes

Findings:

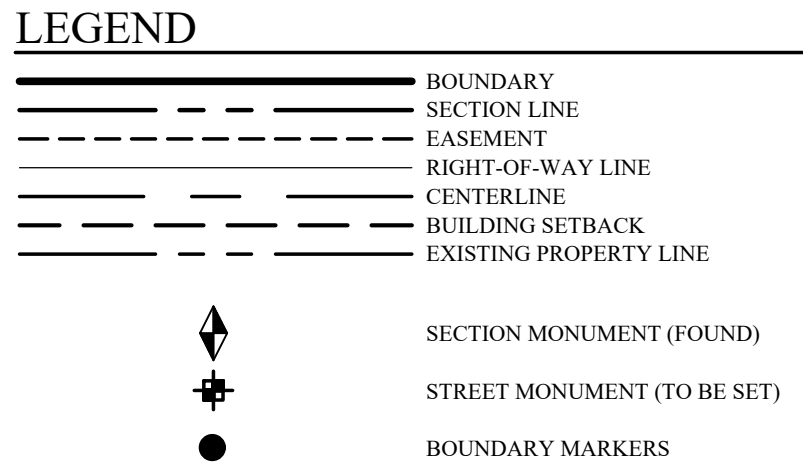
Recommendation:

Attachments:

1. 23-0124 BLACK RIDGE PHASE 2 083024
2. Application for Power Service Black Ridge Phase 2 090324pdf



VICINITY MAP
N.T.S.

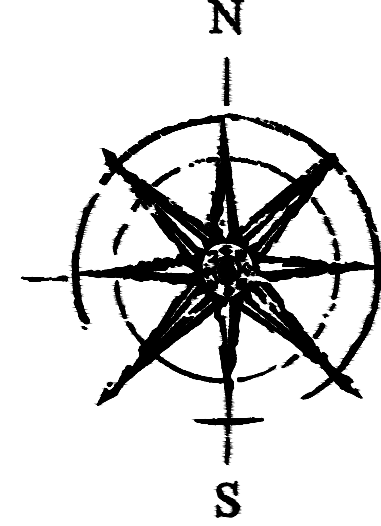
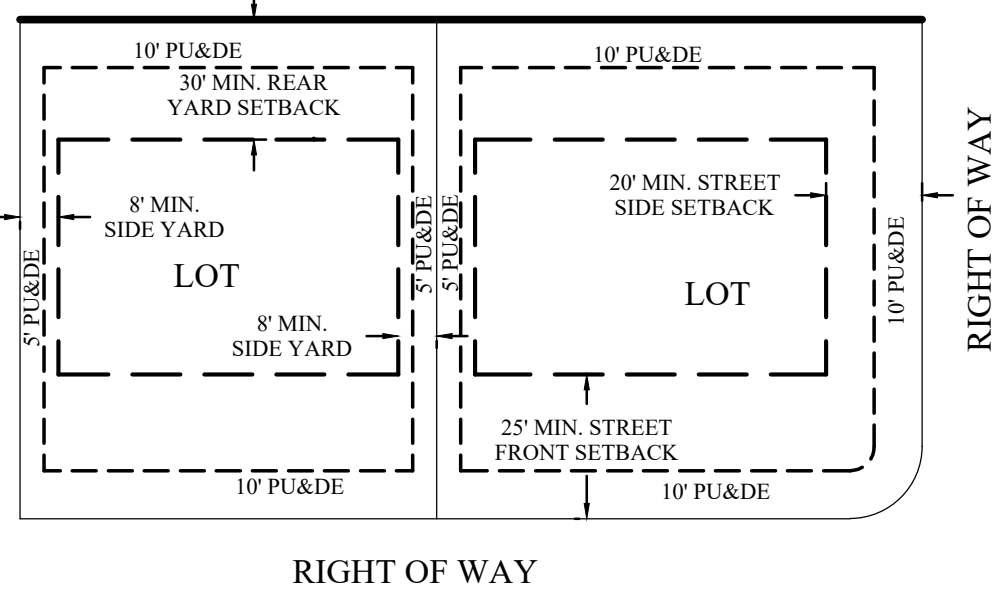
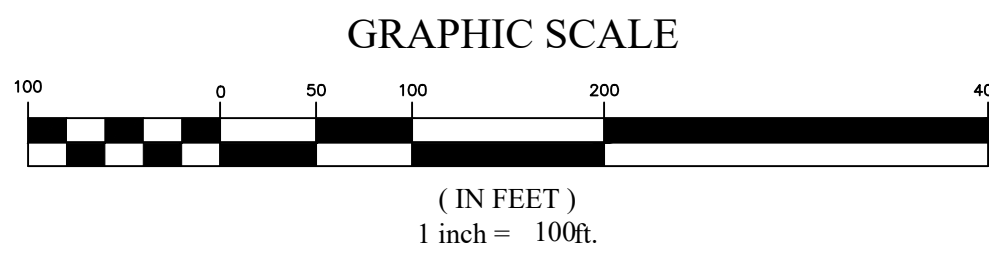


BLACK RIDGE PHASE 2

SUBDIVISION PLAT

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

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



SURVEYOR'S CERTIFICATE

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

BLACK RIDGE PHASE 2 SUBDIVISION PLAT

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

FOR REVIEW

JUSTIN LUNDBERG
PROFESSIONAL LAND SURVEYOR
LICENCE NO: 12554439

Date

BOUNDARY DESCRIPTION

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

Beginning at a point N88°53'01"W 477.01 feet along the Section line and S1°06'59"W 2789.91 feet from the Northeast Corner of Section 4, Township 42 South, Range 13 West, Salt Lake Base and Meridian; then S01°03'40"W 104.74 feet; then along the arc of a curve to the left with a radius of 15.00 feet a distance of 21.99 feet through a central angle of 83°59'37" Chord: S40°56'09"E 20.07 feet; then S82°55'58"E 18.88 feet; then S7°04'02"W 60.00 feet; then N82°55'58"W 9.41 feet; then along the arc of a curve to the left with a radius of 15.00 feet a distance of 25.13 feet through a central angle of 96°00'23" Chord: S49°03'51"W 22.30 feet; then N88°56'04"W 65.00 feet; then N01°03'40"E 4.97 feet; then along the arc of a curve to the left with a radius of 15.00 feet a distance of 21.89 feet through a central angle of 83°59'37" Chord: N40°56'09"W 20.07 feet; then N82°55'58"W 44.42 feet; then along the arc of a curve to the left with a radius of 961.00 feet a distance of 102.58 feet through a central angle of 06°06'57" Chord: N85°59'26"W 102.53 feet; then N89°02'55"W 55.33 feet; then along the arc of a curve to the left with a radius of 561.00 feet a distance of 134.71 feet through a central angle of 13°45'31" Chord: S84°04'20"W 134.39 feet; then S77°11'34"W 103.71 feet; then along the arc of a curve to the right with a radius of 839.00 feet a distance of 402.94 feet through a central angle of 27°31'01" Chord: N89°02'55"W 399.08 feet; then N75°17'24"W 103.71 feet; then along the arc of a curve to the left with a radius of 561.00 feet a distance of 134.71 feet through a central angle of 13°45'31" Chord: N82°10'10"W 134.39 feet; then N89°02'55"W 273.43 feet; then along the arc of a curve to the left with a radius of 25.50 feet a distance of 10.44 feet through a central angle of 23°27'13" Chord: S12°18'46"W 10.37 feet; then S0°52'43"W 4.81 feet; then N89°07'17"W 39.00 feet; then N0°52'43"E 4.96 feet; then along the arc of a curve to the left with a radius of 25.50 feet a distance of 10.34 feet through a central angle of 23°14'03" Chord: N10°31'13"W 10.27 feet; then N89°02'55"W 451.04 feet; then along the arc of a curve to the left with a radius of 935.00 feet a distance of 49.50 feet through a central angle of 3°01'59" Chord: S89°26'06"W 49.49 feet; then S87°55'06"W 147.36 feet; then along the arc of a curve to the right with a radius of 1065.00 feet a distance of 56.38 feet through a central angle of 3°01'59" Chord: S89°26'06"W 56.37 feet; then N89°02'55"W 78.33 feet; then along the arc of a curve to the left with a radius of 296.00 feet a distance of 318.38 feet through a central angle of 61°12'54" Chord: S60°20'38"W 303.46 feet; then along the arc of a curve to the right having a radius of 368.00 feet a distance of 197.25 feet through a central angle of 30°42'37" Chord: S45°05'30"W 194.89 feet; to a point of reverse curvature; then along the arc of a curve to the left having a radius of 15.00 feet a distance of 22.42 feet through a central angle of 85°39'22" Chord: S17°37'07"W 20.39 feet; then Northwestly along the arc of a non-tangent curve to the left having a radius of 1,250.00 feet (radius bears: S64°47'54"W) a distance of 102.14 feet through a central angle of 04°40'55" Chord: N27°32'33"W 102.11 feet; then N38°40'00"E 250.43 feet; then N37°17'21"W 136.31 feet; then N20°25'28"E 252.12 feet; then N88°56'04"E 62.18 feet; then N01°03'56"E 50.00 feet; then S88°56'04"E 157.14 feet; then Northeastly along the arc of a curve to the left having a radius of 15.00 feet a distance of 23.56 feet through a central angle of 69°59'59" Chord: N40°04'09"E 21.21 feet; then N1°04'17"E 5.00 feet; then S88°55'43"E 57.00 feet; then S1°04'17"W 6.06 feet; then Southeastly along the arc of a curve to the left having a radius of 15.00 feet a distance of 23.59 feet through a central angle of 90°05'34" Chord: S43°58'30"E 21.23 feet; then S89°01'17"E 83.98 feet to the Westerly edge of SCENIC POINTE PHASE 2, on file and recorded in the office of Washington County Recorder as Entry No. 2023004007, then along said Subdivision the following two (2) courses: (1) S01°04'17"W 191.39 feet; (2) S89°02'55"E 2,155.47 feet; to the point of beginning.

Area Containing +/-13.5 acres

OWNER'S DEDICATION

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

BLACK RIDGE PHASE 2 SUBDIVISION PLAT

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO HURRICANE CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS AND LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS, ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY CONVEY TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, OF THE

RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS DAY OF _____, 20____, AT BOOK _____, PAGE _____, SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT

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

WPP HURRICANE LAND, LLC

BLACK RIDGE PHASE 2 SUBDIVISION PLAT

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

RECORDED #

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

WASHINGTON COUNTY RECORDER

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

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

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C43	804.00	13°45'31"	193.07	N84°04'20"E	192.60
C44	774.00	6°16'28"	84.76	N84°58'56"E	84.72
C45	774.00	4°39'08"	62.84	N79°31'08"E	62.83
C46	596.00	13°45'31"	143.12	S84°04'20"W	142.77
C47	626.00	13°45'31"	150.32	S84°04'20"W	149.96
C48	626.00	4°36'26"	50.34	N79°29'48"E	50.32
C49	626.00	4°36'41"	50.38	N84°06'21"E	50.37
C50	626.00	4°32'23"	49.60	N88°40'54"E	49.59
C51	1026.00	6°06'57"	109.52	N85°59'26"W	109.47
C52	1026.00	2°31'15"	45.14	S87°47'17"E	45.14
C53	1026.00	2°47'55"	50.12	S85°07'42"E	50.11
C54	96.00	6°06'57"	106.32	N85°59'26"W	106.27
C55	15.00	96°00'23"	25.13	N49°03'51"E	22.30
C57	363.00	0°08'25"	0.89	S89°07'07"E	0.89
C58	1250.00	2°25'42"	52.98	N28°40'10"W	52.97
C59	1250.00	2°15'13"	49.17	N26°19'42"W	49.16

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

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

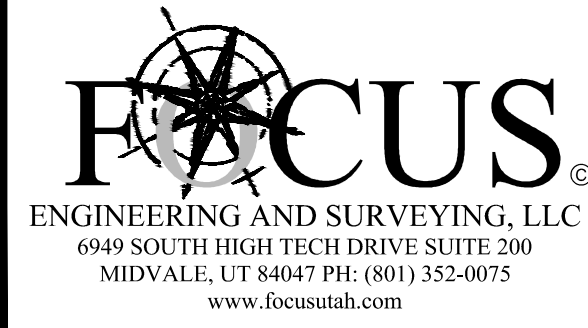
MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____

PRINTED FULL NAME OF NOTARY _____

SHEET 1 OF 2
PREPARED BY



CITY ENGINEER APPROVAL

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

CITY ENGINEER
HURRICANE CITY, UTAH

CITY ATTORNEY APPROVAL

APPROVED AS TO FORM, THIS THE _____ DAY OF _____

CITY ATTORNEY
HURRICANE CITY, UTAH

ASH CREEK SPECIAL SERVICE DIST.

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

SUPERINTENDENT
ASH CREEK SPECIAL SERVICE DISTRICT

TREASURER APPROVAL

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

WASHINGTON COUNTY TREASURER

APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH

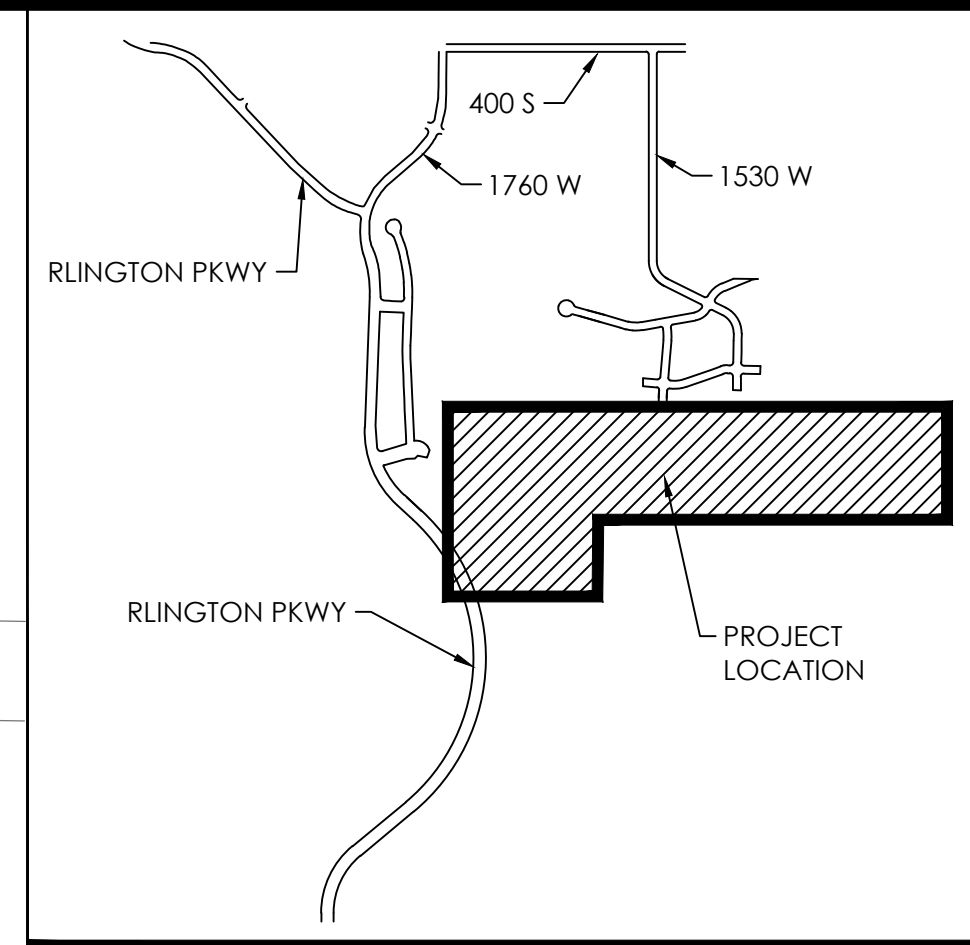
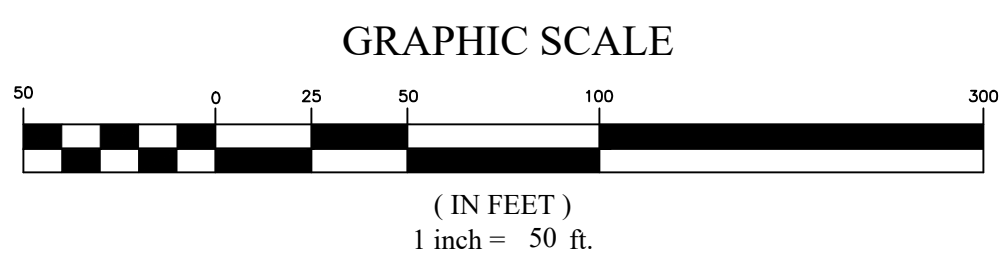
WE, THE CITY COUNCIL OF HURRICANE CITY, UTAH, HAVE REVIEWED THE ABOVE ROADWAY DEDICATION PLAT AND HEREBY ACCEPT SAID ROADWAY DEDICATION PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO THIS _____ DAY OF _____

ATTEST: CITY RECORDER
HURRICANE CITY, UTAH

MAYOR
HURRICANE CITY, UTAH

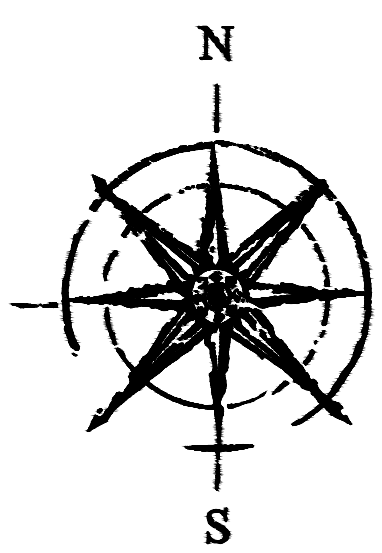
BLACK RIDGE PHASE 2 SUBDIVISION PLAT

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



VICINITY MAP
N.T.S.

SEE MATCH
BELOW



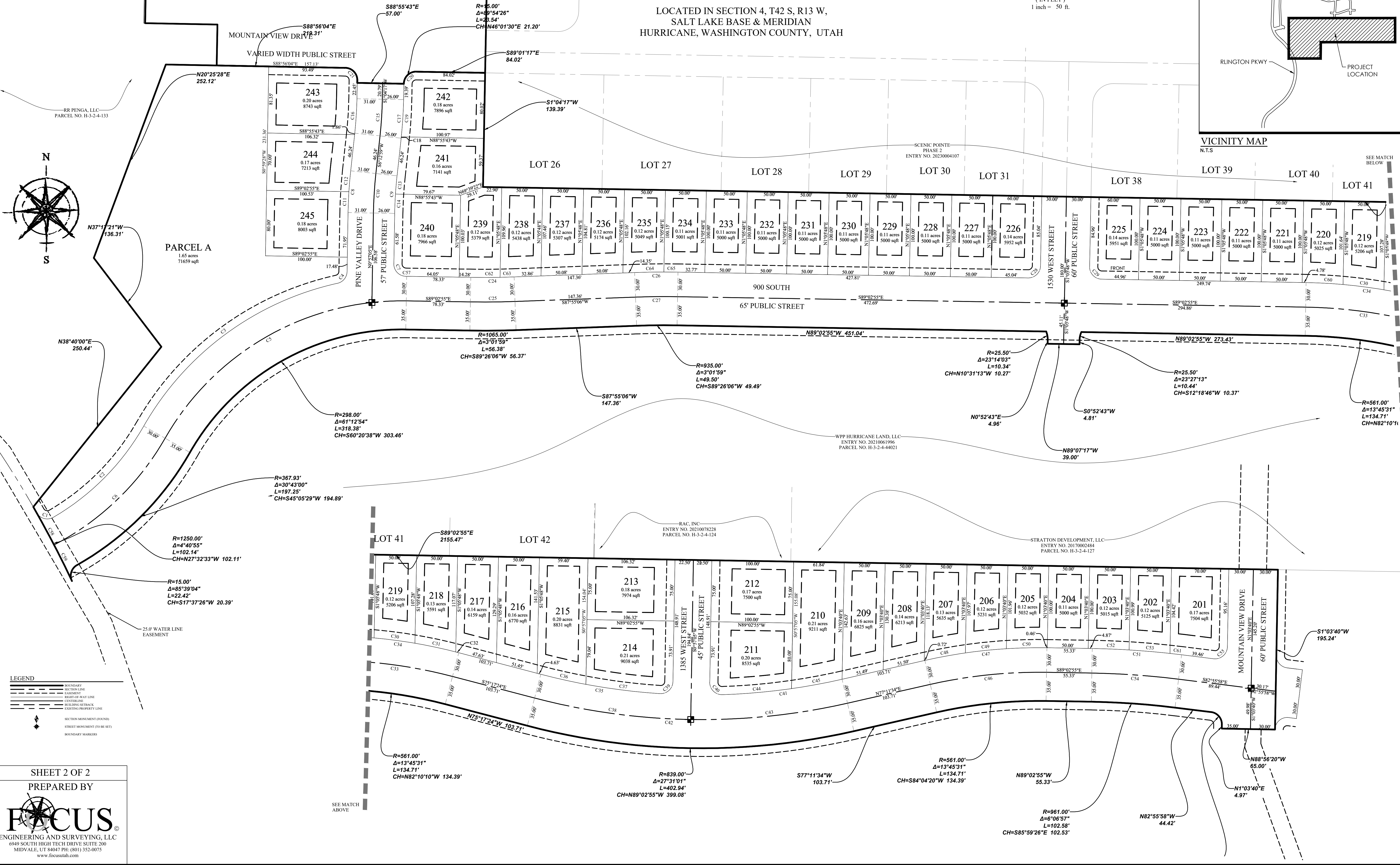
RR PINGA, LLC
PARCEL NO. H-3-2-4-133

PARCEL A
1.65 acres
71659 sqft

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

SHEET 2 OF 2
PREPARED BY

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



APPLICATION FOR POWER SERVICES



HURRICANE CITY
UTAH

Applicant Name Wasatch Commercial builders Phone Number 801-688-5400
Engineer or Engineering Firm Focus Engineering- Matt Christensen
Mailing Address 1820 w Printers Row, West Valley City, UT 84119
(Required)
Service Address 900s 1760 w
(Required)
Subdivision Name Black Ridge Phase 2 Lot # 45 Parcel # _____
Email Address Mchristensen@focus-es.com
(Required)

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

TYPE OF SERVICE ☒ RESIDENTIAL ☐ COMMERCIAL ☐ INDUSTRIAL

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

Three Phase ☐ 120/208 ☐ 277/480

SERVICE/PANEL AMPS ☒ 200 ☐ 400 ☐ 600 ☐ OTHER _____
of units 45 # of units _____ # of units _____ # of units _____

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

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

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

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

(PLEASE SEE HURRICANE CITY POWER BEFORE PROCEEDING)

For Official Power Department Comments ONLY:

Hurricane City Power recommend for approval ☐

Hurricane City Power recommend for denial ☐

Date of Power Recommendation _____

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

Developer or Engineer Authorized by Developer Matt Christensen

PRINTED Name _____

Date 09/03/24

Hurricane City Power _____

Date _____

Digitally signed by Matt Christensen
DN: C=US,
E=Mchristensen@focus-es.com, CN=Matt
Christensen
Date: 2024.09.03 10:49:00-06'00'



STAFF COMMENTS

Consideration and possible approval of a **Resolution authorizing and approving the Millard County Power Project Power Sales Contract with Utah Associated Municipal Power Systems**; and related matters - Scott Hughes

Discussion:

The Power Department is constantly looking and researching with UAMPS and independently for electric resources. As our City continues to grow, and as old resources expire, we are in constant need of adding more resource supplies to our portfolio. After some research conducted by UAMPS, we have determined that there is a strong need for additional natural gas generation for most UAMPS members. We have begun to develop two projects, one being a base load combined cycle gas turbine and the other being a peak shaving internal combustion reciprocating gas plant. For a more in depth summary of these projects, please see the documents titled "Executive Summary Utah Associated Municipal Power Systems Millard County Power Project" and "Executive Summary Utah Associated Municipal Power Systems Power County Power Project" contained within this packet. - Scott Hughes

Findings:

Recommendation:

Attachments:

1. Natural Gas Projects Talking Points_10.2024
2. Hurricane City NGslides
3. Peaking Project Executive Summary 10-24-24 Final#2
4. MC Certificate of Hurricane
5. MC Hurricane Opinion
6. MC Hurricane Power Sales Contract
7. MC Hurricane Resolution



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

Background on UAMPS New Resource Development:

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

New Natural Gas Projects:

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

Phased Development Approach:

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

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

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

Project Specific Considerations for these Two Natural Gas Projects:

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

Project Management Committee Oversight:

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

Natural Gas Peaking and Base Load Power Sales Contracts

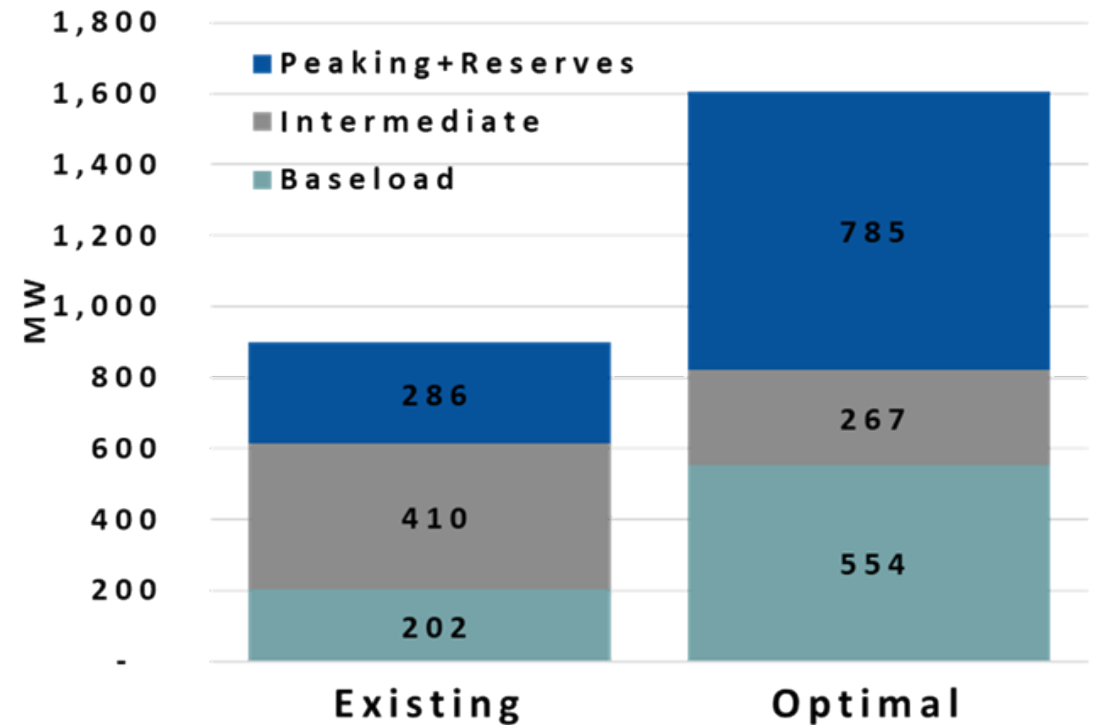
HURRICANE CITY COUNCIL MEETING

[Date]



Alignment with Members Needs

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



Natural Gas Statistics

Peaker
Baseload

Capacity

200 MW

360 MW

COD

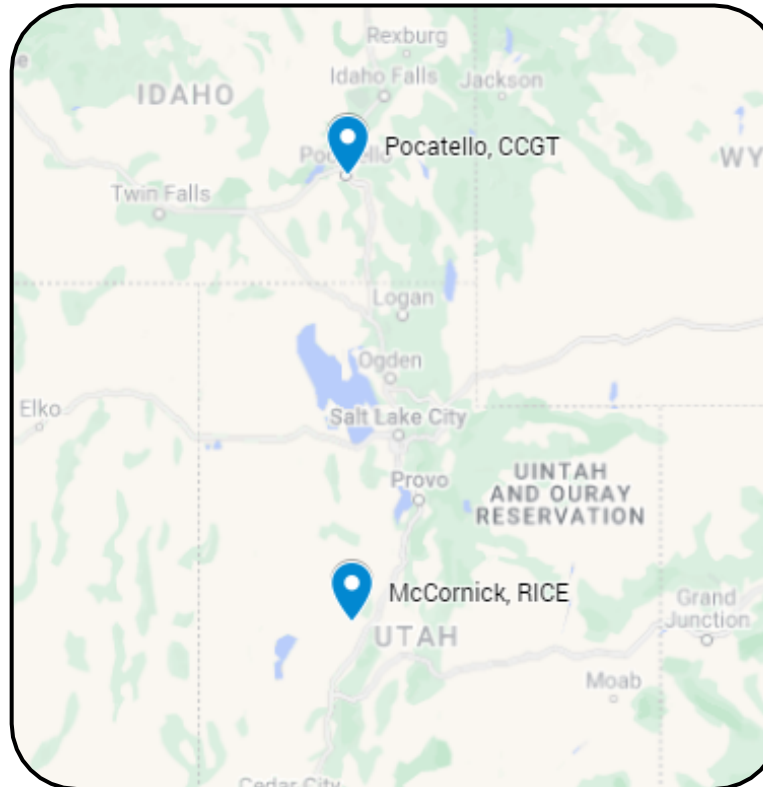
2029

2031

Technology

Gas-Fired Recip Engines

Combined Cycle

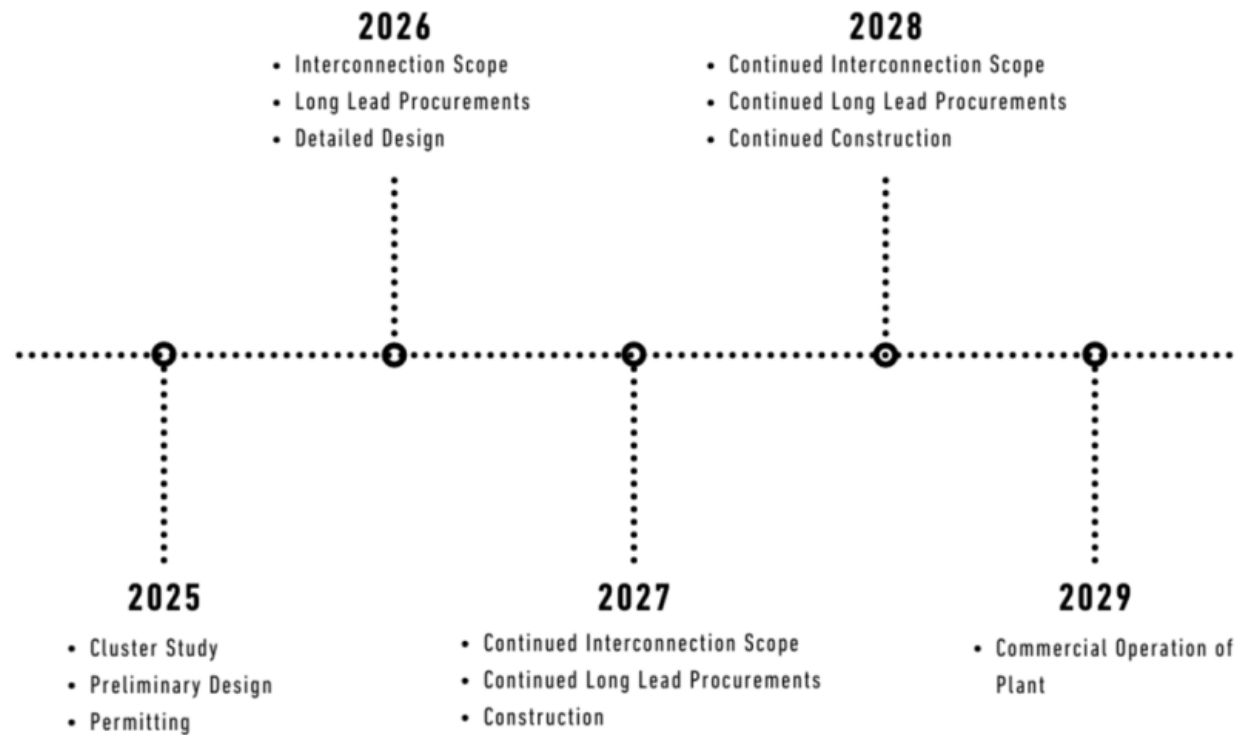


Peaking Facility

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

Peaking Facility

TIMELINE & ANTICIPATED DECISION POINTS

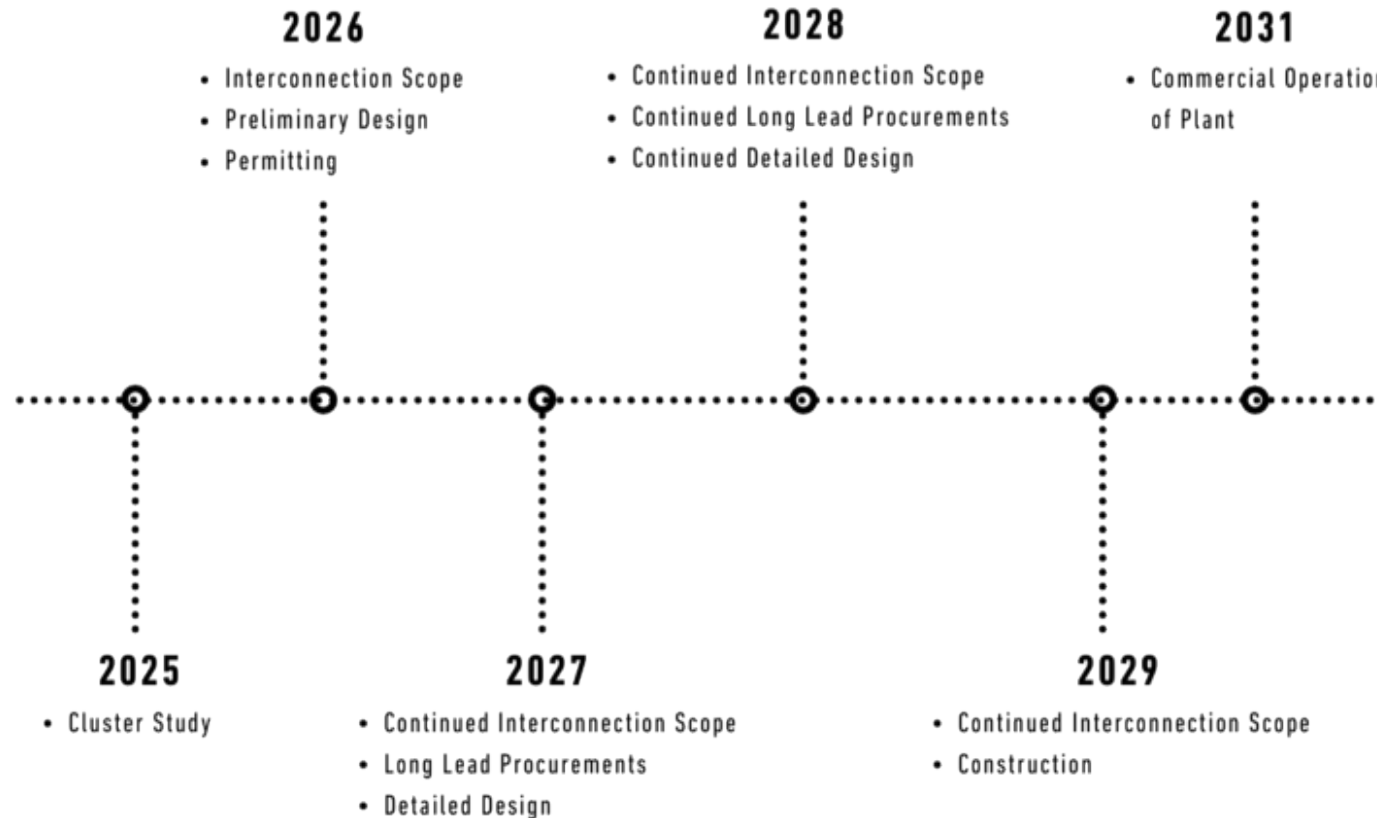


Combined Cycle Facility

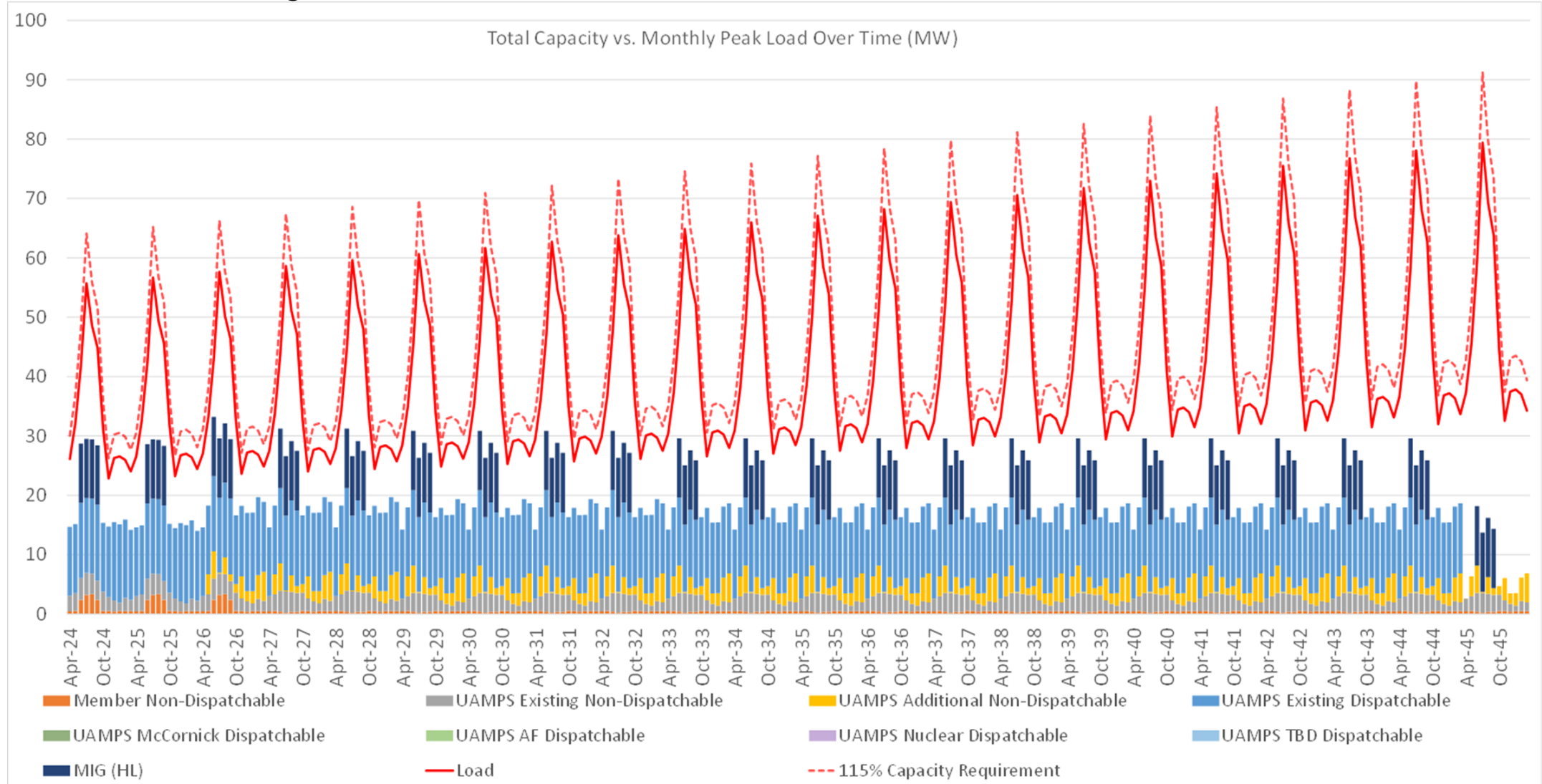
- Located in Power County, Idaho
- 360 MW 1x1 frame-style combined cycle plant
- Highly efficient system includes a gas turbine and steam turbine, decreasing overall energy cost
- Natural gas baseload generation is critical to support members' reliable generation needs
- Capable of burning hydrogen mix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

Combined Cycle Facility

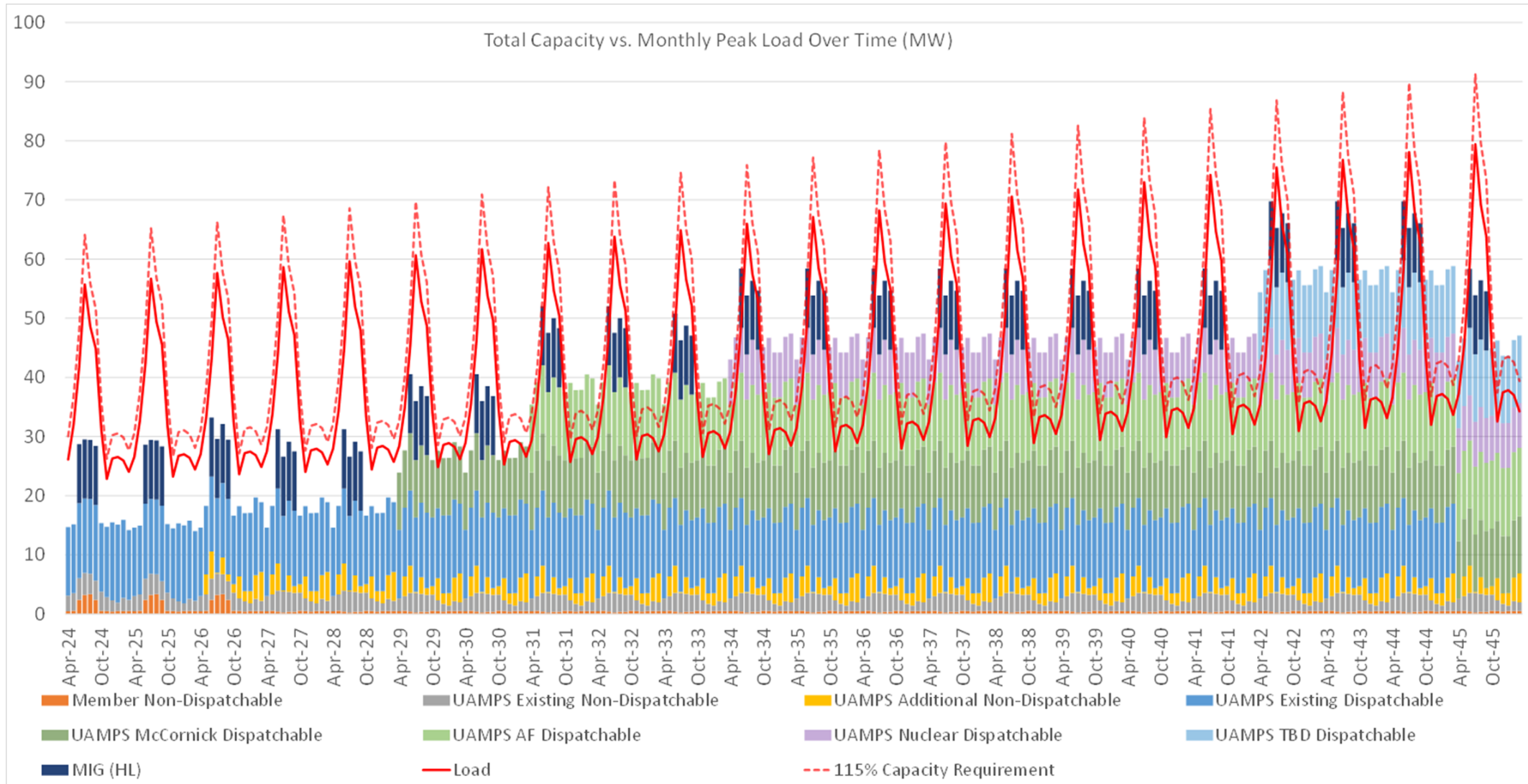
TIMELINE & ANTICIPATED DECISION POINTS



Capacity without Additional Dispatchable



Capacity with Additional Dispatchable



EXECUTIVE SUMMARY
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
MILLARD COUNTY POWER PROJECT

October 24, 2024

INTRODUCTION AND OVERVIEW

INTRODUCTION

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

This Executive Summary has six parts:

- Part 1: Definitions,
- Part 2: Preliminary Peaking Project description,
- Part 3: Estimated cost of construction; Budget and Plan of Finance,
- Part 4: Interconnection and Transmission,
- Part 5: Summary of the Power Sales Contracts, and
- Part 6: Outlines of the Project Agreements.

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

PART 1. DEFINITIONS

As used in this Executive Summary:

Contractor: the contractor under the EPC Contract.

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

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

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

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

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

Participants: the power purchasers under the Power Sales Contracts.

Peaking Project: the Millard County Power Project.

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

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

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

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

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

PART 2. THE PEAKING PROJECT

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

PROJECT DESCRIPTION

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

1. Preliminary planning and design of the facility with a third-party Owner's Engineer, including site studies, long-lead time ordering of equipment and estimation of project costs.
2. Preliminary site work and preparation, including clearing, fencing, grading and concrete foundations work, as well as final site work upon completion of the Peaking Project.
3. A Peaking Generation System consisting of:
 - a. Twelve Reciprocating Internal Combustion Engines (RICE) as the prime movers driving directly-connected electrical generators,
 - b. All ancillary equipment associated with the prime mover equipment: fuel system, lubricant system, coolant systems, exhaust silencers, etc.,
 - c. Air emission control equipment: Selective Catalytic Reduction (SCR) equipment,
 - d. Major electrical systems: switchgear, disconnects and generator step-up transformers,
 - e. All balance-of-plant equipment: fire suppression, crane equipment, etc., and
 - f. RICE Equipment, control and warehouse buildings.
4. Electric interconnection facilities including a substation, a step-up transformer, control, metering and communications equipment, and a new transmission line to the Pavant substation. See "Transmission and Interconnection" below.
5. A natural gas measurement station and small lateral supplied by Kern River Pipeline.

ENGINEERING, CONSTRUCTION AND FINANCING

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

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

PERMITS AND APPROVALS

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

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

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

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

PROJECT CONSTRUCTION SCHEDULE

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

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

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

PROJECT CONSULTANTS

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

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

OPERATION OF THE PEAKING PROJECT

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

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

ESTIMATED COST OF CONSTRUCTION

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

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

BUDGET AND PLAN OF FINANCE

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

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

PART 4. TRANSMISSION OF PROJECT POWER AND ENERGY

INTERCONNECTION

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

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

TRANSMISSION

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

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

PART 5. THE POWER SALES CONTRACTS

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

THE PROJECT

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

SALE OF OUTPUT

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

TERM

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

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

DEVELOPMENT SHARES AND ENTITLEMENT SHARES

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

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

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

FINANCING

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

SECURITY FOR BONDS

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

CAPITAL CONTRIBUTION OPTION

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

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

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

PRICE

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

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

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

BILLINGS AND PAYMENTS

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

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

PROJECT MANAGEMENT COMMITTEE

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

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

ANNUAL BUDGETS

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

PROJECT OUTPUT

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

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

CAPITAL REPLACEMENTS, IMPROVEMENTS AND ADDITIONS

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

ADDITIONAL FACILITIES

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

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

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

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

PART 6. THE PROJECT AGREEMENTS

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

THE EPC CONTRACT

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

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

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

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

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

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

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

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

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

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

THE OPERATING AGREEMENT

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

THE INTERCONNECTION AGREEMENT

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

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

CERTIFICATE OF PARTICIPANT

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

The undersigned hereby certify that they are the Mayor and City Recorder of Hurricane City, Utah (the “*Participant*”), a member of Utah Associated Municipal Power Systems (“*UAMPS*”), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate has been executed pursuant to Section 31(f) of the Millard County Power Project Power Sales Contract, dated as of December 1, 2024 (the “*Power Sales Contract*”), between the Participant and UAMPS, in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

2. The Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah (the “*State*”), and is governed by a City Council (the “*Governing Body*”).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Power Sales Contract and related matters (the “*Contract Resolution*”). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body held on _____, at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the Mayor and the City Recorder authorized to execute and deliver the Power Sales Contract on behalf of the Participant are as follows:

NAME	OFFICE
Nanette Billings	Mayor
Cindy Beteag	City Recorder

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of state law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the “*System*”) that distributes and furnishes electric energy to consumers located within the established service area of the System. The Participant will use all of the electric energy from its Entitlement Share in a Qualified Use.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the “*Joint Action Agreement*”) and that certain Power Pooling Agreement (the “*Pooling Agreement*”) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. Scott Hughes has been duly appointed by the Governing Body as the Participant’s representative to UAMPS.

10. The representations and warranties of the Participant in Section 30 of the Power Sales Contract are true and correct on and as of the date of this certificate.

11. The Participant acknowledges that the information it provides under Section 31(c) and (d) of the Power Sales Contract may be used by UAMPS in connection with the issuance of Bonds to finance the Development Costs and the Cost of Acquisition and Construction of the Project and to provide necessary information to lenders and other interested parties.

Dated: _____.

HURRICANE CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

OPINION OF COUNSEL TO THE PARTICIPANT

_____, 2024

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to Hurricane City, Utah (the “*Participant*”) in connection with the Millard County Power Project Power Sales Contract, dated as of December 1, 2024 (the “*Power Sales Contract*”), between the Participant and Utah Associated Municipal Power Systems (“*UAMPS*”). I have been advised that, pursuant to the Power Sales Contract, UAMPS has undertaken the Project and has sold all of the Electric Energy from the Project to the Participant and others that have executed Power Sales Contracts with UAMPS.

This opinion is being delivered to you pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not defined herein have the meanings assigned to such terms in the Power Sales Contract.

As counsel to the Participant, I have examined (i) those documents relating to the existence, organization and operation of the Participant and its electric utility system (the “*System*”), (ii) all resolutions and proceedings of the Participant relating to the due authorization, execution and delivery by the Participant of the Power Sales Contract, (iii) an executed counterpart of the Power Sales Contract, and (iv) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant is a political subdivision duly organized and validly existing under the laws State of Utah (the “*State*”) and is qualified to own, operate and furnish electric service through the System.
2. The Participant has full legal right, power and authority to enter into the Power Sales Contract and to carry out and consummate all of the transactions contemplated thereby, and the Participant has complied with the provisions of applicable law which would be a condition precedent to entering into the Power Sales Contract or carrying out and consummating such transactions.
3. Each of the Power Sales Contract, the Joint Action Agreement and the Pooling Agreement has been duly authorized, executed and delivered by the Participant and constitutes the

legal, valid and binding obligation of the Participant and is enforceable under the present law of the State in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

4. Pursuant to the Power Sales Contract, the Participant's obligation to make payments to UAMPS under the Power Sales Contract is a special obligation payable solely from the revenues and other available income of the System initially as a cost of the development of a new power supply resource and from and after the commercial operation of the Project as a cost of purchased electric energy, in each case as an operating expense of the System. The application of the revenues and other available funds of the System to make such payments is not subject to any prior lien, encumbrance or restriction.

5. The Participant has obtained all Required Approvals.

6. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which (a) purports to affect the authorization, legality, validity or enforceability of the Power Sales Contract, the Joint Action Agreement or the Pooling Agreement or (b) involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties or assets, or in the condition, financial or otherwise, of the System.

7. The execution, delivery and performance by the Participant of the Power Sales Contract will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

8. No event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, which breach or default would have a material adverse impact on UAMPS' ownership or operation of the Project or the ability of the Participant to fully perform its obligations under the Power Sales Contract.

9. The Participant has lawful authority to fix and collect rates, fees and charges for the services provided by the System. Such rates, fees and charges for utility services provided to customers located within the corporate boundaries of the Participant are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Participant and are in full force and effect.

10. The Participant has lawful authority to own the System and, to my knowledge, the Participant (a) has good and merchantable title to the properties comprising the System and (b) holds all permits, licenses and approvals necessary for the operation of the System.

I hereby authorize Chapman and Cutler LLP, as bond counsel, to rely on this opinion as though addressed to it.

Respectfully submitted,

**MILLARD COUNTY POWER PROJECT
POWER SALES CONTRACT**

BETWEEN

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

AND

HURRICANE CITY, UTAH

DATED AS OF DECEMBER 1, 2024

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**MILLARD COUNTY POWER PROJECT
POWER SALES CONTRACT**

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

RECITALS*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Decommissioning Costs” means the costs and expenses of Decommissioning the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Minimum Subscription” is defined in Section 2.

“Month” means a calendar month.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Permitted Output Contract” means a contract that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) determine whether or when Completion of Development has occurred;
- (ii) review and approve definitive engineering and feasibility studies for the Initial Facilities, and such other materials as it deems necessary in order to determine that construction and operation of the Initial Facilities is feasible and should proceed;
- (iii) review and approve the definitive Budget and Plan of Finance for the Cost of Acquisition and Construction of the Initial Facilities;
- (iv) make a determination by a Super-Majority Vote as to whether construction of the Project is feasible and whether the Project should proceed to the Construction Period;
- (v) approve the Power Sales Contracts to be entered into with any new Participants any additional terms and conditions for their participation in the Project; and
- (vi) review and approve the initial SCHEDULE I for the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) the amount of Development Costs incurred to the date of the Budget and Plan of Finance and the estimated total Development Costs to the Completion of Development;
- (ii) the estimated Cost of Acquisition and Construction;
- (iii) the estimated timeline for the development and construction of the Initial Facilities to the Commercial Operation Date;
- (iv) the estimated levelized cost of energy (\$/MWh) for Project Output sold to the Participants under the Power Sales Contracts (which may be a range of such costs);
- (v) the proposed funding and financing arrangements for all Development Costs during the Development Period; including Bonds and other funding and financing arrangements; and
- (vi) such other information as may be required to be included in the Budget and Plan of Finance by the Project Management Committee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) its right to elect to make a Capital Contribution;
- (ii) the date by which it must notify UAMPS of its election, which shall be not earlier than 30 days after the date of such notice;
- (iii) the applicable Reference Project Costs; and
- (iv) the maximum amount of the Participant's Capital Contribution, which shall be an amount equal to the product of (A) such Reference Project Costs and (B) the ratio of the Entitlement Share of the Participant to the Entitlement Shares of all Participants.

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

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

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

- (i) the date (which shall be not earlier than 30 days after the date of such notice) by which the Participant must make the Capital Contribution;
- (ii) instructions for the deposit of the Capital Contribution into a separate and segregated special escrow account established under the Financing Documents; and
- (iii) a written statement of information regarding UAMPS, the Project and the Project Agreements for the Participant's use in any offering material for any indebtedness to be issued to finance the Capital Contribution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) all Required Approvals have been obtained;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) *Tax Status.*

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

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

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

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

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

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

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

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

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

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

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

Section 35. Transfer of Entitlement Share Following Default; Other Actions by UAMPS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering this Contract, each party, for itself and in connection with its properties, irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts; waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party at its address provided in accordance with

Section 44; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

Section 48. Severability; No Merger. (a) If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(b) This Power Sales Contract constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

Section 49. Contract Beneficiaries. This Contract is entered for the benefit of and as the binding agreement of UAMPS and the Participant. The Trustee and the owners of the Bonds are the only third-party beneficiaries of this Contract, as and to the extent provided in the Financing Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

HURRICANE CITY, UTAH

By: _____
Its Mayor

[SEAL]

ATTEST AND COUNTERSIGN

By: _____
Title: City Recorder

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By: _____
Chairman

[SEAL]

ATTEST AND COUNTERSIGN

By: _____
Assistant Secretary

PRELIMINARY

SCHEDULE D

SCHEDULE OF PARTICIPANTS, DEVELOPMENT SHARES AND DEVELOPMENT COST SHARES

PARTICIPANT	DEVELOPMENT SHARE (KW)	DEVELOPMENT COST SHARE (%)*
-------------	---------------------------	--------------------------------

TOTAL

100.0000%

* Column may not total due to rounding.

SCHEDULE I

SCHEDULE OF PARTICIPANTS, ENTITLEMENT SHARES

SCHEDULE OF PARTICIPANTS, ENTITLEMENT SHARES, CAPITAL CONTRIBUTION PERCENTAGES, DEBT SERVICE PERCENTAGES AND DEBT SERVICE SHARES*

PARTICIPANT	ENTITLEMENT SHARE	
	kW	%**

TOTAL		%
-------	--	---

* Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares to be added if Capital Contributions are made.

** Column may not total due to rounding.

EXHIBIT I

DESCRIPTION OF THE INITIAL FACILITIES

The following is a preliminary and summary description of the Initial Facilities. This description is subject to change based upon selection of the Contractor, the negotiation of the final terms of the Construction Contracts and the construction of the Initial Facilities. The final description of the Initial Facilities will be approved by the Project Management Committee after the Project achieves commercial operation.

PARTICIPANT _____
FISCAL YEAR _____

EXHIBIT II

FORM OF PARTICIPANT'S ANNUAL INFORMATION REPORT*

SYSTEM DESCRIPTION

Incorporated area of municipality _____ square miles.

Service area of utility _____ square miles.

Transmission and distribution lines _____ miles.

Number of employees in electrical department _____. (Include sum of shared employees' time in other city offices to determine equivalent full-time employees.)

Number of customers served outside the city limits _____.

Service area outside of the city limits _____ square miles.

NUMBER OF ELECTRICAL CUSTOMERS AND TYPE OF LOAD SERVED

CUSTOMER CLASS	NUMBER OF CUSTOMERS
Residential	
Commercial	
Industrial	
Agricultural and Pumping	
Military and Other	
TOTAL	

Annual audit will be sent to UAMPS as soon as completed after the fiscal year.

Electric Rate Schedules for the above classes of service are attached hereto.

* Under Section 31(d) of the Power Sales Contract, UAMPS has agreed to classify certain of the information provided by the Participant on this Exhibit II as a "protected record," pursuant to the Participant's request. The Participant must also take any actions necessary on its part to appropriately classify and protect such information provided in this Exhibit.

Customer Sales by Class

Total sales to your customers _____ kWh.

Revenues from energy sales to your customers in \$_____.

CUSTOMER CLASS	KWH SALES	REVENUES (\$)
Residential		
Commercial		
Industrial		
Agricultural		
Other		
TOTAL		

**GENERATION
PRODUCED FOR SYSTEM LOAD**

	GENERATING UNIT PRODUCTION							
	#1		#2		#3		#4	
	kW	kWh	kW	kWh	kW	kWh	kW	kWh
July								
August								
September								
October								
November								
December								
January								
February								
March								
April								
May								
June								
TOTAL								

**SYSTEM PEAK INCLUDING LOAD
COVERED BY OWN GENERATION**

	kW		kW
July		January	
August		February	
September		March	
October		April	
November		May	
December		June	

FIVE LARGEST LOADS

	TYPE OF BUSINESS	KWH SOLD	ANNUAL ELECTRICAL BILLINGS
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

ACHIEVEMENTS

Provide below the achievements of your utility for the year.

EXHIBIT III

FORM OF CERTIFICATE OF PARTICIPANT

STATE OF _____)
)
COUNTY OF _____)

The undersigned hereby certify that they are the [Executive Officer] and [Clerk/Recorder/Secretary] of _____ (the "*Participant*"), a member of Utah Associated Municipal Power Systems ("*UAMPS*"), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate has been executed pursuant to Section 31(f) of the Millard County Power Project Power Sales Contract, dated as of December 1, 2024 (the "*Power Sales Contract*"), between the Participant and UAMPS, in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

2. The Participant is a _____, duly created and validly existing under the laws of the State of _____ (the "*State*"), and is governed by a _____ (the "*Governing Body*").

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Power Sales Contract and related matters (the "*Contract Resolution*"). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body held on _____, at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the [Executive Officer] and the [Clerk/Recorder/Secretary] authorized to execute and deliver the Power Sales Contract on behalf of the Participant are as follows:

NAME

OFFICE

«officer»

«office»

«officer»

«office»

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of state law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the “*System*”) that distributes and furnishes electric energy to consumers located within the established service area of the System. The Participant will use all of the electric energy from its Entitlement Share in a Qualified Use.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the “*Joint Action Agreement*”) and that certain Power Pooling Agreement (the “*Pooling Agreement*”) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. «Rep» has been duly appointed by the Governing Body as the Participant’s representative to UAMPS.

10. The representations and warranties of the Participant in Section 30 of the Power Sales Contract are true and correct on and as of the date of this certificate.

11. The Participant acknowledges that the information it provides under Section 31(c) and (d) of the Power Sales Contract may be used by UAMPS in connection with the issuance of Bonds to finance the Development Costs and the Cost of Acquisition and Construction of the Project and to provide necessary information to lenders and other interested parties.

Dated: _____.

[PARTICIPANT]

By _____
[Executive Officer]

By _____
[Clerk/Recorder/Secretary]

[Seal]

EXHIBIT A

[Form of Contract Resolution]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE MILLARD COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, _____ (the "*Participant*") is a member of Utah Associated Municipal Power Systems ("*UAMPS*") pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the "*Joint Action Agreement*");

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a natural gas-fired electric generating facility consisting of multiple reciprocating internal combustion engines to be known as the "Millard County Power Project" (the "*Project*") to be located at a site in Millard County, Utah, and to sell the capacity and output of the Project pursuant to the Millard County Power Project Power Sales Contracts (the "*Power Sales Contracts*") between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant's electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

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

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the [Executive Officer] is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the [Clerk/Recorder/Secretary] is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the [Executive Officer], his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing _____ kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of _____ as the Participant's Representative to UAMPS and of _____ and _____ as alternate Representatives is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The [Executive Officer] and the [Clerk/Recorder/Secretary] are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrevocable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on _____, ____.

[PARTICIPANT]

By _____

ATTEST:

[Clerk/Recorder/Secretary]

[SEAL]

ANNEX A

[Attach Power Sales Contract]

EXHIBIT IV

FORM OF BRING DOWN CERTIFICATE OF THE PARTICIPANT

STATE OF _____)
)
COUNTY OF «COUNTY»)

The undersigned hereby certify that they are the [Executive Officer] and [Clerk/Recorder/Secretary] of _____ (the “*Participant*”), a member of Utah Associated Municipal Power Systems (“*UAMPS*”), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This certificate has been executed in connection with the issuance by UAMPS of its Millard County Power Project Revenue Bonds, _____ Series _____ (the “*Bonds*”), as more fully described in the Official Statement of UAMPS dated _____ (the “*Official Statement*”) prepared in connection with the offering and sale of the Bonds.

2. Pursuant to Section 31(f) of the Millard County Power Project Power Sales Contract, dated as of December 1, 2024, between the Participant and UAMPS, in connection with the execution and delivery of the Millard County Power Project, the undersigned executed and delivered a certificate dated _____ (the “*Original Certificate*”). The undersigned hereby reaffirm the statements made in the Original Certificate on and as of the date hereof. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Original Certificate.

[3. The undersigned have reviewed the statements and information relating to the Participant and its electric system contained in APPENDIX __ to the Preliminary Official Statement and the Official Statement under the caption, “THE PARTICIPANTS”, and such statements and information, as of the respective dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, (a) were and are true and correct in all material respects and fairly and accurately present the financial and operating position of the System for the periods and as of the dates presented and (b) did not and do not omit to state a material fact necessary in order to make such statements not misleading. Since the dates of the Preliminary Official Statement and the Official Statement, there has been no change in the business, financial position, results of operations or condition of the Participant or the System that would (x) materially affect the accuracy and completeness of such statements and information or (y) materially and adversely affect the ability of the Participant to meet its obligations under the Power Sales Contract.]

Dated this _____ day of _____.

[PARTICIPANT]

By _____
Its _____

[SEAL]

EXHIBIT V

FORM OF OPINION OF COUNSEL TO THE PARTICIPANT

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to _____ (the “*Participant*”) in connection with the Millard County Power Project Power Sales Contract, dated as of December 1, 2024 (the “*Power Sales Contract*”), between the Participant and Utah Associated Municipal Power Systems (“*UAMPS*”). I have been advised that, pursuant to the Power Sales Contract, UAMPS has undertaken the Project and has sold all of the Electric Energy from the Project to the Participant and others that have executed Power Sales Contracts with UAMPS.

This opinion is being delivered to you pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not defined herein have the meanings assigned to such terms in the Power Sales Contract.

As counsel to the Participant, I have examined (i) those documents relating to the existence, organization and operation of the Participant and its electric utility system (the “*System*”), (ii) all resolutions and proceedings of the Participant relating to the due authorization, execution and delivery by the Participant of the Power Sales Contract, (iii) an executed counterpart of the Power Sales Contract, and (iv) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant is a _____ duly organized and validly existing under the laws State of _____ (the “*State*”) and is qualified to own, operate and furnish electric service through the System.

2. The Participant has full legal right, power and authority to enter into the Power Sales Contract and to carry out and consummate all of the transactions contemplated thereby, and the Participant has complied with the provisions of applicable law which would be a condition precedent to entering into the Power Sales Contract or carrying out and consummating such transactions.

3. Each of the Power Sales Contract, the Joint Action Agreement and the Pooling Agreement has been duly authorized, executed and delivered by the Participant and constitutes the legal, valid and binding obligation of the Participant and is enforceable under the present law of the State in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

4. Pursuant to the Power Sales Contract, the Participant's obligation to make payments to UAMPS under the Power Sales Contract is a special obligation payable solely from the revenues and other available income of the System initially as a cost of the development of a new power supply resource and from and after the commercial operation of the Project as a cost of purchased electric energy, in each case as an operating expense of the System. The application of the revenues and other available funds of the System to make such payments is not subject to any prior lien, encumbrance or restriction.

5. The Participant has obtained all Required Approvals.

6. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which (a) purports to affect the authorization, legality, validity or enforceability of the Power Sales Contract, the Joint Action Agreement or the Pooling Agreement or (b) involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties or assets, or in the condition, financial or otherwise, of the System.

7. The execution, delivery and performance by the Participant of the Power Sales Contract will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

8. No event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, which breach or default would have a material adverse impact on UAMPS' ownership or operation of the Project or the ability of the Participant to fully perform its obligations under the Power Sales Contract.

9. The Participant has lawful authority to fix and collect rates, fees and charges for the services provided by the System. Such rates, fees and charges for utility services provided to customers located within the corporate boundaries of the Participant are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Participant and are in full force and effect.

10. The Participant has lawful authority to own the System and, to my knowledge, the Participant (a) has good and merchantable title to the properties comprising the System and (b) holds all permits, licenses and approvals necessary for the operation of the System.

I hereby authorize Chapman and Cutler LLP, as bond counsel, to rely on this opinion as though addressed to it.

Respectfully submitted,

EXHIBIT VI

FORM OF BRING-DOWN OPINION OF COUNSEL TO THE PARTICIPANT

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to _____ (the "*Participant*") in connection with the Millard County Power Project Power Sales Contract dated as of December 1, 2024 (the "*Power Sales Contract*") between the Participant and Utah Associated Municipal Power Systems ("*UAMPS*"). I have been advised that UAMPS has made arrangements for the issuance and sale on the date hereof of its Millard County Power Project Revenue Bonds, _____ Series _____ (the "*Bonds*").

Pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Millard County Power Project, I rendered to UAMPS an approving legal opinion, dated _____ (the "*Prior Opinion*"), with respect to the Participant. In connection with the issuance and sale by UAMPS of the Bonds, I hereby reaffirm the Prior Opinion, as though it was dated the date hereof, in the form it was so rendered on _____.

[In addition to the foregoing, I have examined (i) the material describing the Participant and its electric system contained in APPENDIX A to each of the Preliminary Official Statement (together with any supplements or amendments thereto as of the date hereof, the "*Preliminary Official Statement*") and the Official Statement (together with any supplements or amendments thereto as of the date hereof, the "*Official Statement*") of UAMPS relating to the Bonds and (ii) such other documents, information, facts and matters of law as are necessary for me to render the following opinion. Based upon the foregoing, I am of the opinion that the statements and information with respect to the Participant and its electric system contained in APPENDIX A to the Preliminary Official Statement and the Official Statement were true and correct in all material respects as of the respective dates of the Preliminary Official Statement and the Official Statement and are true and correct in all material respects as of the date hereof, and no facts have come to my attention which would lead me to believe that such statements and information contained or contain any untrue statement of a material fact or omitted to state or omit to state any material fact necessary in order to make such statements, in the light of the circumstances under which they were made, not misleading; *provided, however*, that I express no view with respect to the tabular, financial and statistical information included therein.]

I hereby authorize the reference to this opinion and to the Prior Opinion set forth under the caption, "APPROVAL OF LEGAL PROCEEDINGS," in the Official Statement. I hereby further authorize [Bond Counsel] and [other reliance parties] to rely on the Prior Opinion and on this opinion in each case as though addressed to them.

Respectfully submitted,

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE MILLARD COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Hurricane City, Utah (the “*Participant*”) is a member of Utah Associated Municipal Power Systems (“*UAMPS*”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the “*Joint Action Agreement*”);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a natural gas-fired electric generating facility consisting of multiple reciprocating internal combustion engines to be known as the “Millard County Power Project” (the “*Project*”) to be located at a site in Millard County, Utah, and to sell the capacity and output of the Project pursuant to the Millard County Power Project Power Sales Contracts (the “*Power Sales Contracts*”) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant’s electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the

Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

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

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the City Recorder is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing _____ kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of Scott Hughes as the Participant's Representative to UAMPS and Brian Anderson as alternate Representatives is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The Mayor and the City Recorder are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrevocable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on _____, 2024.

HURRICANE CITY

By _____
Mayor

ATTEST:

City Recorder

[SEAL]



STAFF COMMENTS

Consideration and possible approval of a **Resolution authorizing and approving the Power County Power Project Power Sales Contract with Utah Associated Municipal Power Systems**; and related matters - Scott Hughes

Discussion:

Findings:

Recommendation:

Attachments:

1. Baseload Project Executive Summary 10-24-24 Final#2
2. PC Certificate of Hurricane City
3. PC Hurricane City Opinion
4. PC Hurricane City Power Sales Contract
5. PC Hurricane City Resolution

EXECUTIVE SUMMARY
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
POWER COUNTY POWER PROJECT

October 24, 2024

INTRODUCTION AND OVERVIEW

INTRODUCTION

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

This Executive Summary has six parts:

- Part 1: Definitions,
- Part 2: Preliminary Baseload Project description,
- Part 3: Estimated cost of construction; Budget and Plan of Finance,
- Part 4: Interconnection and Transmission,
- Part 5: Summary of the Power Sales Contracts, and
- Part 6: Outlines of the Project Agreements.

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

PART 1. DEFINITIONS

As used in this Executive Summary:

Baseload Project: the Power County Power Project.

Contractor: the contractor under the EPC Contract.

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

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

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

Joint Ownership Agreement means the agreement between UAMPS and UMPA with respect to their joint ownership of the Baseload Project.

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

Participants: the power purchasers under the Power Sales Contracts.

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

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

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

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

UMPA: Utah Municipal Power Agency.

Williams Northwest Pipeline: an interstate natural gas pipeline running from the four corners region of New Mexico to the Pacific Northwest. The system stretches nearly 4000 miles to the Canadian border. This pipeline will be the source of natural gas for the Baseload Project via a pipeline connection with the plant.

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

PART 2. THE BASELOAD PROJECT

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

PROJECT DESCRIPTION

The Baseload Project consists of the planning, design, construction and installation of a 364,000 kW natural gas-fired combined cycle generating facility in Power County, Idaho. The principal components of the Baseload Project include:

1. Preliminary planning and design of the facility with a third-party Owner's Engineer, including site studies, long-lead time ordering of equipment and estimation of project costs.
2. Preliminary site work and preparation, including clearing, fencing, grading and concrete foundations work, as well as final site work upon completion of the Baseload Project.
3. A Baseload Generation System consisting of:
 - a. A single combustion turbine (CT) as the prime mover driving (directly-connected to) an electrical generator,
 - b. A heat recovery steam generator (HRSG) system with duct fired burners that recover heat to drive a steam generator to produce electricity,
 - c. All ancillary equipment associated with the prime mover equipment: fuel system, lubricant system, coolant systems, exhaust silencer, etc.,
 - d. Air emission control equipment: Selective Catalytic Reduction (SCR) equipment,
 - e. Major electrical systems: switchgear, disconnects and generator step-up transformers, and
 - f. All balance-of-plant equipment: fire suppression, crane equipment, etc.
4. Electric interconnection facilities including a substation, a step-up transformer, control, metering and communications equipment, and a new transmission line to the Borah substation. See "Transmission and Interconnection" below.
5. A natural gas measurement station and small lateral supplied by Williams Northwest Pipeline.

ENGINEERING, CONSTRUCTION AND FINANCING

Pursuant to the EPC Contract, it is expected that the Contractor will provide all design, engineering, procurement, construction services necessary for the acquisition and construction of the Baseload Project. If necessary, UAMPS will be responsible for the design and construction work on the remaining components of the Baseload Project.

PERMITS AND APPROVALS

Rights-of-Way. Work performed within the project boundaries (generation, transmission and pipeline) will be a mix of private, state and federal land and will entail a federal nexus for permitting. This is primarily driven by the transmission crossing of the Snake River to gain access to the Borah substation. To obtain a Right-of-Way grant (SF-299) from the Department of the Interior, environmental and cultural studies will need to be performed within the impacted area of the project. As the land under the Snake River is considered state land, an easement with the Idaho Department of Lands will also need to be obtained.

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

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

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

PROJECT CONSTRUCTION SCHEDULE

Various factors will affect the proposed construction schedule and completion date of the Baseload Project. The engineering, procurement and construction of the project is currently estimated to require approximately 30 months after the execution of the EPC Contract. Typical contractual arrangements for an EPC Contract will require UAMPS to make an initial payment to the Contractor upon execution of the EPC Contract to initiate equipment ordering and fabrication. Current challenges for obtaining long-lead items will require that UAMPS will submit a purchase

order deposit for the Generator Step Up Transformer (GSU) once the preliminary engineering is complete. The GSU for the project is the longest lead item in the schedule and may take up to 120+ weeks depending on demand in the market and supply chain constraints. The Project Management Committee will determine when to authorize the execution of the long-lead purchase order and the EPC Contract and execute the initial payment to the Contractor.

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

PROJECT CONSULTANTS

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

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

OPERATION OF THE BASELOAD PROJECT

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

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

ESTIMATED COST OF CONSTRUCTION

Based upon its initial review and analysis of the Baseload Project, UAMPS presently estimates that the total cost of construction of the project will be approximately \$700 million. The project is projected to be below this amount, but uncertainty in the marketplace (transmission, long-lead procurement and constraints in obtaining contractor resources) have resulted in a conservative approach to estimating project costs to cover currently known contingencies. The following table summarizes the estimated costs of construction of the Baseload Project:

<u>COST CATEGORY</u>	<u>ESTIMATED COST</u>
EPC Contract	\$468,000,000
Substation and interconnection	41,000,000
Engineering, permitting and development	28,000,000
Contingency	33,000,000
Financing Costs (interest during construction, fees, etc.)	78,000,000
Owners Costs (insurance, land acquisition, sales taxes, inspection, etc.)	<u>52,000,000</u>
ESTIMATED COSTS OF CONSTRUCTION	\$700,000,000

BUDGET AND PLAN OF FINANCE

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

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

PART 4. TRANSMISSION OF PROJECT POWER AND ENERGY

INTERCONNECTION

The Project will interconnect with PacifiCorp's existing Borah Substation utilizing a new 3-mile 345 kV transmission line. UAMPS has submitted an interconnection request for the Baseload Project under PacifiCorp's Open Access Transmission Tariff. An initial scoping study will be performed, and PacifiCorp will prepare a system impact study that will determine the transmission facilities necessary to interconnect the Baseload Project. UAMPS expects that the system impact study will be completed by December of 2026 .

The Baseload Project will also interconnect and be supplied by Williams Northwest Pipeline (WNP) transmission pipelines. UAMPS will sign an Interconnection Agreement and pay for facilities with WNP after project is approved and work can be performed within the required project schedule.

TRANSMISSION

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

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

PART 5. THE POWER SALES CONTRACTS

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

THE PROJECT

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

SALE OF OUTPUT

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

TERM

The Power Sales Contracts will become effective upon the receipt by UAMPS of executed Power Sales Contracts, authorizing resolutions, certificates and legal opinions from Participants that have requested Development Shares (in kW) totaling at least 85% of the expected Project Capability, net of the capacity owned by UMPA pursuant to the Joint Ownership Agreement (the “Minimum Subscription”).

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

DEVELOPMENT SHARES AND ENTITLEMENT SHARES

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

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

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

FINANCING

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

SECURITY FOR BONDS

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

CAPITAL CONTRIBUTION OPTION

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

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

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

PRICE

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

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

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

BILLINGS AND PAYMENTS

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

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

PROJECT MANAGEMENT COMMITTEE

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

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

ANNUAL BUDGETS

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

PROJECT OUTPUT

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

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

CAPITAL REPLACEMENTS, IMPROVEMENTS AND ADDITIONS

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

ADDITIONAL FACILITIES

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

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

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

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

PART 6. THE PROJECT AGREEMENTS

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

JOINT OWNERSHIP AGREEMENT

The Joint Ownership Agreement will provide the terms and provisions for UMPA's ownership of an undivided percentage interest in the Baseload Project. This interest is expected to be approximately 17.6%, representing approximately 64 MW of the generating capacity of Baseload Project (the "Ownership Percentage").

It is expected that the Joint Ownership will provide that:

- UAMPS will be responsible for all aspects of the development, acquisition, construction and operation of the Baseload Project;
- UAMPS will share information and consult with UMPA regarding the Baseload Project and will not take certain actions without UMPA's consent;
- UMPA will have the right to receive its Ownership Percentage of the power and energy generated by the Baseload Project;
- UMPA will be responsible for the payment of its Ownership Percentage of all Development Costs and Operation and Maintenance Costs of the Baseload Project; and
- UMPA will issue its own bonds to fund its Ownership Percentage of the Costs of Acquisition and Construction of the Baseload Project.

THE EPC CONTRACT

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

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

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

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

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

The EPC Contract is expected to include a guaranteed minimum capacity for the combined cycle generating facility at specified design point conditions. The EPC Contractor will be required to take remedial actions or, in certain circumstances, to pay liquidate damages if the generating facility fails to meet the capacity guarantee.

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

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

The EPC Contract will specify events that constitute a default by either party, including, with respect to the Contractor, a material breach by it under the EPC Contract and, with respect to UAMPS, the failure to make payment when due (in each case, subject to specified cure periods).

In the event of a Contractor default, UAMPS may terminate the EPC Contract and take possession and use of various equipment located at the job site for the purpose of completing the remaining work, subject to the terms and conditions provided in the EPC Contract. In the event of a default by UAMPS, the Contractor may suspend service and/or terminate the EPC Contract, in which case the Contractor shall be entitled to a termination payment as specified in the EPC Contract.

THE OPERATING AGREEMENT

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

THE INTERCONNECTION AGREEMENT

The Interconnection Agreement will be the standard form Interconnection Agreement under PacifiCorp's open access transmission tariff.

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

Certificate of Participant

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

The undersigned hereby certify that they are the Mayor and City Recorder of Hurricane City, Utah (the “*Participant*”), a member of Utah Associated Municipal Power Systems (“*UAMPS*”), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate has been executed pursuant to Section 31(f) of the Power County Power Project Power Sales Contract, dated as of December 1, 2024 (the “*Power Sales Contract*”), between the Participant and UAMPS, in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

2. The Participant is a municipal corporation, duly created and validly existing under the laws of the State of Utah (the “*State*”), and is governed by a City Council (the “*Governing Body*”).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Power Sales Contract and related matters (the “*Contract Resolution*”). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body held on _____, at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the Mayor and the City Recorder authorized to execute and deliver the Power Sales Contract on behalf of the Participant are as follows:

NAME	OFFICE
Nanette Billings	Mayor
Cindy Beteag	City Recorder

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of state law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the “*System*”) that distributes and furnishes electric energy to consumers located within the established service area of the System. The Participant will use all of the electric energy from its Entitlement Share in a Qualified Use.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the “*Joint Action Agreement*”) and that certain Power Pooling Agreement (the “*Pooling Agreement*”) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. Scott Hughes has been duly appointed by the Governing Body as the Participant’s representative to UAMPS.

10. The representations and warranties of the Participant in Section 30 of the Power Sales Contract are true and correct on and as of the date of this certificate.

11. The Participant acknowledges that the information it provides under Section 31(c) and (d) of the Power Sales Contract may be used by UAMPS in connection with the issuance of Bonds to finance the Development Costs and the Cost of Acquisition and Construction of the Project and to provide necessary information to lenders and other interested parties.

Dated: _____.

HURRICANE CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

OPINION OF COUNSEL TO THE PARTICIPANT

_____, 2024

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to Hurricane City, Utah (the “*Participant*”) in connection with the Power County Power Project Power Sales Contract, dated as of December 1, 2024 (the “*Power Sales Contract*”), between the Participant and Utah Associated Municipal Power Systems (“*UAMPS*”). I have been advised that, pursuant to the Power Sales Contract, UAMPS has undertaken the Project and has sold all of the Electric Energy from the Project to the Participant and others that have executed Power Sales Contracts with UAMPS.

This opinion is being delivered to you pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not defined herein have the meanings assigned to such terms in the Power Sales Contract.

As counsel to the Participant, I have examined (i) those documents relating to the existence, organization and operation of the Participant and its electric utility system (the “*System*”), (ii) all resolutions and proceedings of the Participant relating to the due authorization, execution and delivery by the Participant of the Power Sales Contract, (iii) an executed counterpart of the Power Sales Contract, and (iv) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant is a political subdivision duly organized and validly existing under the laws State of Utah (the “*State*”) and is qualified to own, operate and furnish electric service through the System.
2. The Participant has full legal right, power and authority to enter into the Power Sales Contract and to carry out and consummate all of the transactions contemplated thereby, and the Participant has complied with the provisions of applicable law which would be a condition precedent to entering into the Power Sales Contract or carrying out and consummating such transactions.
3. Each of the Power Sales Contract, the Joint Action Agreement and the Pooling Agreement has been duly authorized, executed and delivered by the Participant and constitutes the

legal, valid and binding obligation of the Participant and is enforceable under the present law of the State in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

4. Pursuant to the Power Sales Contract, the Participant's obligation to make payments to UAMPS under the Power Sales Contract is a special obligation payable solely from the revenues and other available income of the System initially as a cost of the development of a new power supply resource and from and after the commercial operation of the Project as a cost of purchased electric energy, in each case as an operating expense of the System. The application of the revenues and other available funds of the System to make such payments is not subject to any prior lien, encumbrance or restriction.

5. The Participant has obtained all Required Approvals.

6. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which (a) purports to affect the authorization, legality, validity or enforceability of the Power Sales Contract, the Joint Action Agreement or the Pooling Agreement or (b) involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties or assets, or in the condition, financial or otherwise, of the System.

7. The execution, delivery and performance by the Participant of the Power Sales Contract will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

8. No event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, which breach or default would have a material adverse impact on UAMPS' ownership or operation of the Project or the ability of the Participant to fully perform its obligations under the Power Sales Contract.

9. The Participant has lawful authority to fix and collect rates, fees and charges for the services provided by the System. Such rates, fees and charges for utility services provided to customers located within the corporate boundaries of the Participant are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Participant and are in full force and effect.

10. The Participant has lawful authority to own the System and, to my knowledge, the Participant (a) has good and merchantable title to the properties comprising the System and (b) holds all permits, licenses and approvals necessary for the operation of the System.

I hereby authorize Chapman and Cutler LLP, as bond counsel, to rely on this opinion as though addressed to it.

Respectfully submitted,

**POWER COUNTY POWER PROJECT
POWER SALES CONTRACT**

BETWEEN

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

AND

HURRICANE CITY, UTAH

DATED AS OF DECEMBER 1, 2024

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**POWER COUNTY POWER PROJECT
POWER SALES CONTRACT**

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

RECITALS*

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

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

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

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

WHEREAS, in order to develop a long-term source of reliable, cost-effective electricity for the benefit of those Members that elect to participate in the Project (the “*Participants*,” as defined herein), UAMPS has through its Resource Project examined and is continuing to examine the feasibility of the development, construction and operation of a combined cycle natural gas-fired electric generating facility located in Power County, Idaho (the “*Project*”);

WHEREAS, UAMPS and Utah Municipal Power Agency, an energy services interlocal entity organized under the Act (“*UMPA*”), have entered into the Study Costs Sharing Agreement under which UMPA shares in the study costs of the development of the Project and may elect to become an owner of the Project pursuant to a Joint Ownership Agreement between UAMPS and UMPA;

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

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

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

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

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

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

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

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

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

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

"Additional Facilities" means capital additions, betterments and replacements and other capital items directly and functionally related to the Project, including electric transmission, fuel transportation, storage, fuel storage and related facilities, additional electric generating and related

facilities located at the Project site, long-term supplies of natural gas or other fuel for the use of the Project and any other facilities, improvements and properties designated by the Project Management Committee as Additional Facilities under the Power Sales Contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) the interest accruing on the Bonds during such Billing Period, except to the extent that amounts are on deposit under the Financing Documents to pay such interest,

together with any other amounts required by the Financing Documents to be deposited into the Bond Fund in respect of the interest payments on the Bonds;

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

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

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

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

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

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

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

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

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

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

“Decommissioning Costs” means the costs and expenses of Decommissioning the Project.

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

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

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

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

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

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

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

- (i) the selection of the site for the Project, the negotiation of the Real Estate Agreements and all other work necessary to secure all rights and interests to the real property necessary for the Project;
- (ii) obtaining the transmission and interconnection agreement(s) necessary to deliver Electric Energy from the Project to Participants;
- (iii) the estimating, design and engineering work to be performed with respect to the Initial Facilities;
- (iv) the development and negotiation of definitive Project Agreements and any other contracts and agreements necessary in connection with the Project;
- (v) obtaining all Permits and Approvals necessary for the construction and operation of the Project;
- (vi) the continued development of and updates to the Budget and Plan of Finance; and
- (vii) such other work and services as shall be approved by the Project Management Committee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Initial Facilities” means the real and personal property, facilities, structures, improvements and equipment to be acquired and constructed in connection with the initial operation of the Project as generally described on EXHIBIT I. In connection with the Completion of Development and at such other times as it deems necessary, UAMPS shall submit updates to EXHIBIT I to the Project Management Committee for approval.

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

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

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

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

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

“Minimum Subscription” is defined in Section 2.

“Month” means a calendar month.

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

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

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

“Operation and Maintenance Costs” means, with respect to each Billing Period of each Contract Year, all costs and expenses (other than Transmission Costs and Debt Service Costs) attributable to the Project that are paid, payable, incurred or accrued by UAMPS during each Billing Period resulting from the ownership, operation, maintenance and termination of, and repairs, renewals, replacements, additions, improvements, and betterments and modifications to, the Project. Operation and Maintenance Costs shall further include, without limitation, the following items of cost:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Permitted Output Contract” means a contract that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Study Costs Sharing Agreement” means the Agreement to Share and Participate in Study Costs dated as of July 1, 2024, between UAMPS and UMPA.

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

“Super-Majority Vote” means the affirmative vote of Participants’ Representatives that represent 75% of (i) the number (per capita) of Participants’ Representatives serving on the Project Management Committee, and (ii) during the Development Period, the Development Cost Shares of all Participants or, after the Development Period, the Entitlement Shares of all Participants. For the avoidance of doubt, in the event that a Super-Majority Vote is required when a Participant’s Representative is not entitled to vote on matters before the Project Management Committee pursuant to Section 5(b)(1), such Participant’s Representative and such Participant’s Development Cost Share or Entitlement Share (as applicable) shall be disregarded in computing the percentages of Participants’ Representatives and Entitlement Shares that have voted on the matter requiring a Super-Majority Vote.

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

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

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

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

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

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

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

“UMPA” means Utah Municipal Power Agency, a political subdivision organized and existing under the laws of the State of Utah, the Act and the interlocal cooperation agreement among its members, and its successors.

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

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

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

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

(d) Any representation, warranty, certificate or legal opinion with respect to the enforceability of this Contract or any other contract or agreement made in or provided pursuant to

this Contract shall be deemed to be qualified by reference to the effect of applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting creditor's rights generally and by the application of equitable principles, regardless of whether such qualification is expressly stated herein or therein.

Section 2. Effective Date and Term of Contract. (a) Promptly upon its governing body's adoption of the Contract Resolution and its receipt of any other Required Approvals, the Participant shall (i) cause this Contract to be executed by its authorized officers, and (ii) deliver to UAMPS notice of the requested amount of its Development Share (in kW) and an executed counterpart of this Contract, together with its executed certificate (in substantially the form attached hereto as EXHIBIT III) and its executed opinion of counsel (in substantially the form attached hereto as EXHIBIT V). The Effective Date of the Power Sales Contracts shall occur on the date on which UAMPS receives executed Power Sales Contracts and the other items described in the preceding sentence from Participants that have requested Development Shares totaling 85% of the expected Project Capability as of the Effective Date (the "*Minimum Subscription*"). At its initial meeting, the Project Management Committee shall confirm and declare that the Effective Date has occurred, shall approve any changes to the expected Project Capability and shall approve the completed form of SCHEDULE D. The Authorized Officers of UAMPS shall execute all such Power Sales Contracts as of the date that the Effective Date occurs. Once it has occurred, the Effective Date shall not be affected by any subsequent action, event or circumstance.

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

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

Decommissioned and all Decommissioning Costs shall have been paid or irrevocable arrangements have been made that fully fund all Decommissioning Costs.

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

(b) By virtue of its Development Share and in consideration of its associated Development Cost Share, the Participant (i) shall have the right to participate in the decision-making over the development of the Project through its representative on the Project Management Committee, and (ii) shall, from and after the Completion of Development through the remaining term of this Contract and without any further action on its part or by any other person, have an Entitlement Share with the same amount of Electric Power as its Development Share.

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

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

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

Section 5. Project Management Committee. (a) The Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative) and shall be chaired by a Participant's Representative elected by the Project Management Committee. Pursuant to the Contract Resolution, the Participant has delegated full and complete authority to its Participant's

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

Representative to act on all matters and decisions that come before the Project Management Committee. Each Representative appointed by the Participant shall serve on the Project Management Committee until the Participant appoints a successor. An Authorized Officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Promptly after the Effective Date of the Power Sales Contracts, the Project Management Committee shall by resolution establish a maximum target price for cost of energy (\$/MWh) from the Project (the “*Target Price*”). The Target Price shall be the maximum cost of energy expected to be payable by the Participants under the Power Sales Contracts, and shall exclude only Transmission Costs, taking into account the information and assumptions utilized in the Development Work and the Budget and Plan of Finance. Such resolution shall establish such determination dates based on Project development milestones as the Project Management Committee deems necessary for determining whether the expected cost of energy from the Project exceeds the Target Price, together with such other matters as the Project Management Committee deems necessary or desirable. A determination by the Project Management Committee that the Target Price is exceeded as of any such determination date, shall constitute a determination by the Project Management Committee to terminate the Project.

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

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

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

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

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

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

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

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

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

A determination by the Project Management Committee that construction of the Initial Facilities is not feasible and should not proceed to the Construction Period will result in termination of the Project; notwithstanding any such termination, this Contract shall remain in effect until the conditions described above and in Section 2(b) have been satisfied.

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

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

Section 7. Joint Ownership Agreement. (a) UAMPS and the Participants acknowledge and agree that UMPA shall have the right to become an owner of an undivided percentage interest in the Initial Facilities as provided in the Study Costs Sharing Agreement.

(b) If UMPA elects to become the owner of an undivided interest in the Initial Facilities, UAMPS shall negotiate the terms and provisions of the Joint Ownership Agreement between UAMPS and UMPA and present the same to the Project Management Committee for its approval. Additional parties may become owners of undivided interests in the Initial Facilities upon the approval of the Project Management Committee.

Section 8. Construction Period. (a) The Construction Period shall commence upon the determination of the Project Management Committee that Completion of Development has occurred. During the Construction Period, UAMPS shall (i) cause the construction of the Project to proceed in an expeditious and economical manner pursuant to the Construction Agreements and

other Project Agreements, (ii) monitor the performance of the contractors under the Construction Agreements, and (iii) report to the Project Management Committee with respect to the progress of the acquisition and construction of the Project as provided herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

UAMPS with copies of all Transmission Agreements utilized by it and with such other information regarding its transmission arrangements as UAMPS may reasonably request.

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

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

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

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

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

Section 14. Insurance. UAMPS shall maintain, or during the Construction Period shall cause the EPC Contractor to maintain, in force, as part of the Cost of Acquisition and Construction or Operation and Maintenance Costs, as appropriate, insurance with responsible insurers with policies against risk or direct physical loss, damage or destruction of the Project, including liability insurance and employers' liability insurance, all to the extent consistent with Good Utility Practice and to the extent available at reasonable cost, but in no case less than will satisfy applicable regulatory requirements and requirements of the Financing Documents.

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

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

(ii) the estimated Cost of Acquisition and Construction;

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

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

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

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

(b) UAMPS and the Participant acknowledge and agree that as of the Effective Date, (i) UAMPS has not obtained the Permits and Approvals necessary for the construction and operation of the Project, (ii) the overall development of the Project is at a preliminary stage, and (iii) a

definitive estimate of the Cost of Acquisition and Construction will not be available until the Completion of Development. Accordingly, the parties acknowledge and agree that the information contained in the initial Budget and Plan of Finance is necessarily preliminary and is subject to change based on, among other things, additional information that becomes available to UAMPS during the Development Period, the negotiation of the terms and provisions of the Project Agreements, the terms and conditions of the Permits and Approvals, and the development and negotiation of funding sources and financing arrangements for Development Costs and the Cost of Acquisition and Construction.

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

Section 16. Financing of the Project. (a) UAMPS shall finance the portion of the Cost of Acquisition and Construction of the Initial Facilities that is not paid from Capital Contributions made by the Participants through the issuance of one or more series of Bonds pursuant to the Budget and Plan of Finance approved by the Project Management Committee.

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

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

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

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

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

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

Project Management Committee may determine to terminate the Project as provided herein; and

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

(d) Each Participant may elect to make a Capital Contribution to UAMPS pursuant to Section 17. Prior to the giving by UAMPS of the notice required by Section 17(a), the Project Management Committee shall determine whether any additional interest expense on or in respect of any Bonds that are subject to federal income taxation shall be allocated to those Participants whose legal status or use of Project Output requires the issuance of such Bonds. In the event the Project Management Committee determines to make such allocation, the notice required by Section 17(a) shall include such information as shall be necessary to generally inform the affected Participants of the additional Debt Service Costs that may be payable by them in the event they elect not to make a Capital Contribution.

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

- (i) its right to elect to make a Capital Contribution;
- (ii) the date by which it must notify UAMPS of its election, which shall be not earlier than 30 days after the date of such notice;
- (iii) the applicable Reference Project Costs; and
- (iv) the maximum amount of the Participant's Capital Contribution, which shall be an amount equal to the product of (A) such Reference Project Costs and (B) the ratio of the Entitlement Share of the Participant to the Entitlement Shares of all Participants.

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

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

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

- (i) the date (which shall be not earlier than 30 days after the date of such notice) by which the Participant must make the Capital Contribution;
- (ii) instructions for the deposit of the Capital Contribution into a separate and segregated special escrow account established under the Financing Documents; and
- (iii) a written statement of information regarding UAMPS, the Project and the Project Agreements for the Participant's use in any offering material for any indebtedness to be issued to finance the Capital Contribution.

The Capital Contribution shall be held and invested in accordance with the provisions of the Financing Documents, which shall provide for the investment of the Capital Contribution, the crediting of any interest earnings for the account of the Participant and the application of the Capital Contribution by the Trustee upon the direction of UAMPS to fund a portion of the Cost of Acquisition and Construction of the Initial Facilities, and for deposit into certain funds and accounts established by the Financing Documents. If the Participant fails to make the Capital Contribution as and when required by the UAMPS' notice, it shall be deemed to have rescinded its election to make the Capital Contribution.

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

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

- (i) the sum of each Participant's Capital Contribution Percentage and Debt Service Percentage equals its Entitlement Share;
- (ii) the sum of the Capital Contribution Percentages and Debt Service Percentages of all Participants equals 100%; and
- (iii) the sum of the Debt Service Shares of all Participants equals 100%.

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

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

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

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

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

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

Section 18. Additional Bonds and Refunding Bonds. (a) Additional Bonds may be sold and issued by UAMPS in accordance with the provisions of the Financing Documents at any time and from time to time for the purpose of financing the Cost of Acquisition and Construction. UAMPS may incur other obligations pursuant to the Financing Documents to achieve purposes deemed beneficial to the Project.

(b) Any Additional Bonds shall be secured by the pledge made pursuant to the Financing Documents of the payments required to be made by the Participant under Section 27, as such payments may be increased and extended by reason of the issuance of Additional Bonds, and of other revenues of UAMPS attributable to the Project. Additional Bonds may be issued in amounts sufficient to pay the full amount of such costs and to provide such reserves as may be determined

by UAMPS to be reasonably necessary. In the event that the Project Management Committee approves the issuance of Additional Bonds, it shall determine whether to make a capital contribution option available to the Participants and the procedures therefore.

(c) In the event Debt Service Costs may be reduced by the refunding of any Bonds then outstanding or in the event it shall otherwise be advantageous, in the opinion of UAMPS, to refund any Bonds, UAMPS may issue and sell Refunding Bonds in accordance with the Financing Documents.

Section 19. Pledge of Payments. All payments required to be made by the Participant pursuant to Section 27, together with other revenues of UAMPS attributable to the Project may be pledged by UAMPS pursuant to the Financing Documents to secure the payment of Bonds and any Additional Bonds or Refunding Bonds.

Section 20. Reserve and Contingency Fund. (a) In addition to various funds and accounts established under the Financing Documents, UAMPS may, upon the approval of the Project Management Committee, establish an additional fund with respect to the Project known as the “Reserve and Contingency Fund” to be funded, held and applied as provided herein. Amounts on deposit in the Reserve and Contingency Fund may be used to pay or provide reserves for unusual or extraordinary Operation and Maintenance Costs, renewals, repairs, replacements, additions or betterments of or to any items included in the Project, the cost of any Additional Facilities or the cost of or reserves for the retirement, decommissioning and termination of the Initial Facilities and any Additional Facilities that will not be paid from the Decommissioning Fund.

(b) The Project Management Committee may direct UAMPS to include in the Annual Budget adopted pursuant to Section 24 an amount for deposit into the Reserve and Contingency Fund. This amount may represent either an appropriation of excess revenues from the operation of the Project during the preceding Fiscal Year or amounts to be billed to and collected from the Participants as an item of Operation and Maintenance Costs during the Fiscal Year covered by the Annual Budget.

Section 21. Damage, Destruction or Condemnation. Subject to the provisions of the Project Agreements, UAMPS shall use Commercially Reasonable Efforts to collect or cause to be collected amounts arising from insurance proceeds, condemnation awards, damages due from contractors, subcontractors or others and proceeds from the sale or other disposition of surplus property, all related to the Project, and shall apply all receipts, revenues and other moneys received by it or credited to it from the foregoing sources to the repair, reconstruction or replacement of the Project, to the retirement or defeasance of Bonds (in whole or in part), by purchase, redemption or other arrangements therefor, to the payment of other costs and expenses of UAMPS in connection with the Project or to the credit, pro rata, of the Participants, based upon their Entitlement Shares in the Project, all as provided in the Financing Documents.

Section 22. Decommissioning. Upon the retirement of the Project and its removal from service, UAMPS shall take all actions necessary to Decommission the Project. The Decommissioning Fund shall be established as a separate and segregated trust fund or escrow account, and the amounts in the Decommissioning Fund shall be used solely for the payment of

Decommissioning Costs and necessary administrative and other charges. The Decommissioning Fund may be funded by a prepayment, by sinking fund deposits or by another method approved by the Project Management Committee. Pending the application of amounts on deposit in the Decommissioning Fund to pay Decommissioning Costs, the Decommissioning Fund may be invested as provided in the trust or escrow agreement. Any amounts remaining in the Decommissioning Fund upon the completion of the Decommissioning of the Project shall be applied or disbursed at the direction of the Project Management Committee.

(b) The Project Management Committee may direct UAMPS to establish other funds or accounts to provide additional reserves for the payment of Decommissioning Costs.

Section 23. Disposition or Termination of the Project. (a) Except as otherwise provided in the Power Sales Contracts, UAMPS shall not sell, lease or otherwise dispose of the Project or any substantial part of the Project without the approval of the Project Management Committee by a Super-Majority Vote. Subject to the provisions of the Financing Documents and the Project Agreements, this Section shall not prohibit a merger or consolidation or sale of all or substantially all of the property of UAMPS.

(b) Subject to the applicable provisions of the Project Agreements, if the Project shall be terminated, UAMPS shall use Commercially Reasonable Efforts to cause the Project to be economically salvaged, discontinued, disposed of or sold in whole or in part. UAMPS shall make accounting statements for each Billing Period to the Participant of all costs and any net proceeds associated therewith. Such accounting statements shall continue for such Billing Periods until the Project has been salvaged, discontinued or finally disposed of, at which time a final accounting statement with respect thereto shall be made by UAMPS at the earliest reasonable time. The costs of salvage, discontinuance or disposition shall include, but shall not be limited to, all accrued costs and liabilities resulting from the acquisition, construction, operation or maintenance of and renewals and replacements to the Project. Such costs and, subject to the provisions of the Financing Documents, the net proceeds, if any, from the sale or salvage of Project components or assets shall be allocated among the Participants based upon their respective Entitlement Shares.

Section 24. Annual Budget; Accounting. (a) On or before 15 days prior to the estimated commencement of the first Contract Year and on or before the beginning of each Contract Year thereafter, UAMPS shall prepare and mail to the Participant an Annual Budget for the Project recommended by the Project Management Committee and approved by the Board, based, to the extent appropriate, on budgets received under the Project Agreements, showing an annual estimate of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs, and the Participant's share of each, for the following Contract Year. The Participant shall, to the extent and in the manner deemed appropriate by the Participant, incorporate the estimates shown on the Annual Budget in its annual budgetary process for the Participant's Enterprise Fund.

(a) At the end of each quarter during each Contract Year and at such other times as it shall deem desirable, UAMPS shall review the Annual Budget of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs for the Contract Year. In the event such review indicates that the Annual Budget does not or will not substantially correspond with actual receipts or expenditures, or if at any time during such Contract Year there are or are expected to be

extraordinary receipts, credits or expenditures of costs substantially affecting Operation and Maintenance Costs, Transmission Costs and Debt Service Costs, UAMPS shall prepare and provide to the Participant's Representative a revised Annual Budget, recommended by the Project Management Committee and approved by the Board, incorporating adjustments to reflect such receipts, credits or expenditures which shall thereupon supersede the previous Annual Budget. The revised Annual Budget and any written materials that accompany it shall specifically identify the changes from the Annual Budget that was previously in effect.

(b) UAMPS agrees that it will, from and after the date of the acquisition by UAMPS of the Project, keep accurate records and accounts relating to the Project, the Cost of Acquisition and Construction, Reference Project Costs, Operation and Maintenance Costs, Transmission Costs and Debt Service Costs in accordance with the Financing Documents and which are generally consistent with the Uniform System of Accounts, separate and distinct from its other records and accounts; *provided* that UAMPS may establish revenue and operation and maintenance funds that account for more than one project of UAMPS so long as UAMPS shall maintain books and records adequate to show the amounts in each of such funds allocable to each such Project. Said accounts shall be audited annually by a firm of certified public accountants, experienced in public finance and electric utility accounting and of national reputation, to be employed by UAMPS. A copy of each annual audit, including all written comments and recommendations of such accountants, approved by the Members shall be furnished by UAMPS to the Participant not later than 180 days after the end of each Contract Year.

Section 25. Billing Periods. (a) The initial Billing Period to be used for the preparation, calculation and billing of the amounts payable by the Participant hereunder shall be a Month. In order to promote the efficient and economic administration of the Project, UAMPS may, at any time after the end of the initial Contract Year and from time to time thereafter, adopt another standard period of time as the Billing Period hereunder. In addition to the foregoing, UAMPS may, upon the approval of the Project Management Committee, from time to time revise the billing and payment procedures provided for in this Section to promote the efficient and economic administration of the Project or to conform such billing procedures to those utilized in connection with other projects of UAMPS.

(b) Any change in the Billing Period shall be made in the Annual Budget provided for in Section 24 and shall not be effective for at least 30 days after the mailing of notice of such change in the Billing Period or in the billing and payment procedures to the Participant. At the time of the mailing of such Annual Budget, UAMPS shall send to the Participant a revised form of the billing procedures set forth in Section 26(b), which shall reflect any changes in the dates of billing and payment and the method thereof that are necessary or desirable to make this Section correspond to the new Billing Period, such changes to become effective on the date the new Billing Period takes effect. In no event shall any such change in the Billing Period or in the billing and payment procedures increase the amounts payable by the Participant pursuant to this Section in respect of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs.

Section 26. Billings. (a) The Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project through billings to and payments by the Participants under the Power Sales Contracts. UAMPS will exercise

Commercially Reasonable Efforts to finance all Development Costs during the Development Period. In the event that Development Costs are not refinanced by the issuance of long-term Bonds, the Participant shall pay its Development Cost Share of the amount necessary to repay the financed Development Costs. UAMPS will exercise Commercially Reasonable Efforts to finance all Construction Costs, net of any Capital Contributions, with the proceeds of Bonds issued at the beginning of the Construction Period. The Participant's share of Operation and Maintenance Costs and Debt Service Costs will equal its Entitlement Share (expressed as a percentage of all Entitlement Shares), subject to the adjustments provided for in the Power Sales Contracts.

(b) For so long as the Billing Period is a Month, on or before the 25th day after the end of each Billing Period beginning with the first Billing Period in the first Contract Year, UAMPS shall render to the Participant a billing statement showing the amount payable by the Participant for such Billing Period in respect of: (i) Development Costs, (ii) Operation and Maintenance Costs; (iii) Transmission Costs; (iv) Debt Service Costs; and (v) any other amounts, adjustments or reconciliations payable by or credited to the Participant pursuant to this Contract or the Financing Documents and not otherwise shown. The Participant shall pay the total of such amounts at the time specified in Section 27, as the same may be revised from time to time. The billing statement for each Billing Period shall be based, to the fullest extent practicable, upon the actual operation of the Project during such Billing Period. To the extent that any billing statement rendered by UAMPS shall have included any estimated amounts in respect of the Participant's share of Operation and Maintenance Costs, Debt Service Costs or the Transmission Costs or other costs allocable to the Participant, such estimated amounts shall be reconciled at least once during each Contract Year with the actual operation and scheduling of the Project and the Participant shall receive a bill or credit, as applicable, to reflect such reconciliations pursuant to clause (v) of this paragraph.

(c) Debt Service Costs, including any adjustments thereto, shall be determined by UAMPS in accordance with the Financing Documents. Operation and Maintenance Costs, including any adjustments thereto, shall be determined by UAMPS in accordance with the applicable provisions of the Power Sales Contracts and the Project Agreements. UAMPS and the Participant acknowledge and agree that certain categories of costs may be financed as a Cost of Acquisition and Construction (and paid by the Participant as Debt Service Costs or through Capital Contributions) or paid by the Participant as Operation and Maintenance Costs, as determined by the Project Management Committee, but without duplication of any item of cost. Transmission Costs, including any adjustments thereto, shall be determined by UAMPS in accordance with the applicable provisions of this Contract and the Transmission Agreements. The Participant shall pay all such amounts pursuant to Section 27.

(d) In the event that the failure of a Participant to make its payments in accordance with its Power Sales Contract shall have resulted in the application of amounts in any reserve or working capital funds for the Project, any amounts thereafter paid to UAMPS, including delayed-payment and interest charges, by such defaulting Participant in respect of past due payments (i) shall be used to replenish such fund or (ii) to the extent that the other Participants shall have made up the deficiency created by such application or paid additional amounts into any such funds, shall be credited, pro rata, on the billing statements of such other Participants in the next Billing Period or Billing Periods as shall be appropriate.

Section 27. Participant's Payment Obligations. (a) Payments required to be paid by the Participant to UAMPS shall be due and payable to UAMPS at its principal office or by wire transfer to such account as UAMPS shall designate in writing to the Participant, on the 10th day of the Month following the Month in which the billing statement was rendered or at such other time as may be established by UAMPS pursuant to Section 25.

(b) If payment in full is not made by the Participant on or before the close of business on the due date, UAMPS shall impose a delayed payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Participant; provided, however, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed payment charge (or portion thereof) but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under the Project Agreements or the Financing Documents or materially increase the amounts payable by the other Participants. If said due date is not a business day, payment shall be made on the next following business day.

(c) The obligation of the Participant to make the payments for Development Costs, Operation and Maintenance Costs, Transmission Costs, Debt Service Costs and other amounts payable by the Participant pursuant to Section 26 is a several obligation and not a joint obligation with those of any other Participant. Prior to the Commercial Operation Date, the obligation of the Participant to make such payments shall constitute a cost of the development of a new power supply resource. From and after the Commercial Operation Date, the obligation of the Participant to make such payments shall constitute a cost of purchased electric power and electric energy. In all cases, the obligation of the Participant to make the payments required by Section 26 shall be payable as an operating expense and solely from the revenues and other legally available funds of its Electric System. In no event shall the Participant be obligated or required to levy or collect ad valorem property taxes or assessments to meet its payment obligations under this Contract. Such payments shall be made whether or not the Project or any portion thereof is acquired, completed, operable, operating, suspended or terminated, and notwithstanding the damage or destruction of the Project, the suspension, interruption, interference, reduction or curtailment of the Project Output, termination of any of the Project Agreements, loss or interruption of transmission from the Point of Delivery or termination of any Transmission Agreement, for any reason whatsoever, in whole or in part. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument.

(d) The payment obligations of the Participant under this Contract are special obligations payable solely from the revenues and other available income of its Electric System and do not, and shall not be deemed to, constitute an indebtedness or liability of the Participant under any constitutional, statutory or other legal limitation or requirement.

Section 28. Disputed Billings. In the event of any dispute as to any portion of the billing statement for such Billing Period, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was submitted. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such

dispute. No adjustment shall be considered or made for disputed charges unless such notice is given by the Participant. UAMPS shall give consideration to, and shall consult with the Project Management Committee with respect to, such dispute and shall advise the Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement or determination by the Project Management Committee) of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination. For the avoidance of doubt, any overpayment or underpayment determined pursuant to Section 26(b) shall not be considered to be a disputed payment that is subject to this Section.

Section 29. Audit Rights. (a) At its cost, the Participant may, upon the giving of not less than 15 days' prior written notice to UAMPS, but not more often than once during any two-year period, inspect and audit the books and records of UAMPS relating to the Project for the purpose of verifying the amounts payable by the Participant under this Contract within the three-year period preceding the commencement of the audit. UAMPS agrees to make available to the Participant, to the extent Commercially Reasonable, all relevant records and all requested information relating to the subject matter of any such audit, subject in all cases to any confidentiality restrictions applicable to third-party information or contracts; provided that UAMPS shall make Commercially Reasonable Efforts to obtain a waiver of such restrictions for purposes of the audit and the Participant shall execute such non-disclosure agreements as may be reasonably requested by UAMPS. Any audit shall be conducted during normal business hours, and the Participant will use Commercially Reasonable Efforts to complete any audit within one month, subject to the availability of relevant records and information and the absence of material accounting irregularities.

(b) If any audit discloses that an overpayment or underpayment has been made during the three-year period described above, the amount of the overpayment or underpayment will be promptly paid by the appropriate party, together with interest calculated at an annual rate equal to the Secured Overnight Funding Rate (SOFR) reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of SOFR, plus 100 basis points, compounded daily and on the basis of a 360-day year, from the date or dates of any such overpayment or underpayment through and including the date of the payment correcting the overpayment or underpayment. Any payment made by UAMPS pursuant to this Section shall constitute an item of Operation and Maintenance Costs.

Section 30. Representations and Warranties. (a) The Participant represents and warrants to UAMPS as follows:

(i) the Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah, and has all corporate power and authority necessary to enter into and perform its obligations under this Contract;

(ii) this Contract has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iii) the execution, delivery and performance by the Participant of this Contract does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to the Participant and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which the Participant is a party or to which any of the property, assets or revenues of its Electric System is subject;

(iv) all Required Approvals have been obtained;

(v) to the Participant's knowledge, there is no pending or threatened action or proceeding affecting the Participant which purports to affect the authorization, legality, validity or enforceability of this Contract, the Joint Action Agreement or the Pooling Agreement; and

(vi) prior to and in connection with its approval and execution of this Contract, the Participant conducted its own review of the descriptions, information and studies regarding the Project, the Project Agreement and this Contract provided by UAMPS and made an independent determination to enter into this Contract.

(b) UAMPS represents and warrants to the Participant as follows:

(i) UAMPS is a political subdivision of the State of Utah and an energy services interlocal entity, duly created and validly existing under the Act and the Joint Action Agreement;

(ii) UAMPS has all corporate power and authority necessary to enter into and perform its obligations under this Contract;

(iii) This Contract has been duly approved by the Project Management Committee and the Board and has been duly authorized, executed and delivered by UAMPS and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by UAMPS of this Contract does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to UAMPS and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which UAMPS is a party or to which any of its property, assets or revenues is subject;

(v) to UAMPS' knowledge, there is no pending or threatened action or proceeding affecting UAMPS which purports to affect the authorization, legality, validity or enforceability of this Contract, the Joint Action Agreement or the Pooling Agreement; and

(vi) the descriptions, information and studies regarding the Project, the Project Agreements and this Contract provided to the Participant by UAMPS have been prepared

in good faith based upon the facts and information known to UAMPS at the time, and UAMPS has no reason to believe that such descriptions, information and studies taken as a whole are incorrect or misleading in any material respect.

Section 31. Information to Be Made Available. (a) From and after the effective date of the Power Sales Contracts and subject to their availability under the applicable provisions of the Project Agreements, UAMPS shall make available for examination by the Participant:

- (1) all books of accounts, records, documentation and contracts in the possession of UAMPS relating to the operation of the Project;
- (2) copies of all agreements and data in the possession of UAMPS relating to the financing of the Project;
- (3) copies of all operating and financial records and reports relating to the Project in the possession of UAMPS;
- (4) copies of policies of insurance carried pursuant to Section 14; and
- (5) such other information and documents with respect to the Project as the Participant may reasonably request from time to time.

(b) UAMPS may from time to time provide information to the Participant or the Participant's Representative that it designates as "non-public, "commercially sensitive," "confidential" or with similar words indicating that public disclosure of such information should not be made and can be expected to cause harm to UAMPS and the Participants. The Participant and the Participant's Representative agree to (i) classify any information as "non-public," "protected" or with such similar words as may be used under all public records laws that may apply to the Participant, (ii) notify UAMPS of any request or demand for disclosure of such information and (iii) cooperate with UAMPS in contesting any such disclosure request or demand.

(c) The Participant acknowledges that the ability of UAMPS to sell the Bonds depends upon, among other things, the credit standing of the Participants and their Electric Systems and that it will be necessary for UAMPS to provide certain information with respect to the Participants and their Electric Systems in connection with the sale of the Bonds (whether or not the Participant is making a Capital Contribution). Consequently, the Participant covenants to and agrees with UAMPS that the Participant will, upon request, provide to UAMPS all information with respect to the Participant and its Electric System, including financial and operating information and all contracts, documents, reports, bond resolutions and indentures, as may be requested by UAMPS or its counsel in connection with the financing of the Project and the issuance of the Bonds.

(d) The Participant covenants to and agrees with UAMPS that the Participant will furnish to UAMPS (1) not later than 180 days after the end of each fiscal year of the Participant, (A) a copy of the most recent annual financial statements of the Participant and its Enterprise Fund, audited by an independent certified public accountant or firm of such accountants, together with copies of all management letters and written recommendations and comments submitted by the

accountants making such audit, and (B) the information and documents described in EXHIBIT II attached hereto, and (2) such other information and documents as UAMPS may reasonably request from time to time.

(e) The Participant may notify UAMPS if non-public information is contained in the materials provided under EXHIBIT II. UAMPS agrees to (i) classify any such non-public information as “protected records” within the meaning of, and to the extent permitted under, the Utah Government Records Access and Management Act, (ii) agrees to cooperate with the Participant to appropriately classify any such non-public information under such other public records laws that apply to the Participant and (iii) notify the Participant of any demand for disclosure of such information and will cooperate with the Participant in contesting any such disclosure demand.

(f) Concurrently with its execution and delivery of this Contract, the Participant shall deliver to UAMPS (i) a certificate, together with attached exhibits, in substantially the form attached hereto as EXHIBIT III and (ii) an opinion of counsel in substantially the form attached hereto as EXHIBIT V. In connection with each issuance of Bonds by UAMPS and at such other times as UAMPS may reasonably request, the Participant shall deliver to UAMPS (iii) a bring-down certificate in substantially the form attached hereto as EXHIBIT IV, and (iv) a bring-down opinion of counsel in substantially the form attached hereto as EXHIBIT VI.

Section 32. Covenants and Agreements of the Participant. The Participant covenants to and agrees with UAMPS as follows:

(a) *Maintenance of Rates.* The Participant shall establish, maintain, revise, charge and collect rates for electric service rendered by it to its customers so that such rates shall provide revenues which, together with other funds reasonably estimated to be available, will be sufficient to meet the Participant’s obligations to UAMPS under this Contract, to pay all other operating expenses of the Participant’s Electric System and to provide revenues sufficient to pay all obligations of the Participant payable from, or constituting a charge or lien on, the revenues of its Electric System and, to the extent being paid from the revenues of its Electric System, all other bonds of the Participant now or hereafter outstanding.

(b) *Maintenance of Revenues.* The Participant shall promptly collect all charges due for electric utility services supplied by it as the same become due. The Participant shall at all times maintain and shall exercise Commercially Reasonable Efforts to enforce its rights against any person, customer or other entity that does not pay such charges when due.

(c) *Sale or Assignment of Electric System or Power Sales Contract.* During the term of this Contract, the Participant shall not sell, lease or otherwise dispose of all or substantially all of its Electric System, except upon compliance with the following provisions respecting the transfer or assignment of its Entitlement Share.

The Participant shall not assign, sell or transfer all or any part of its Entitlement Share or any or all of its interests under this Contract, except upon one hundred twenty (120) days’ prior written notice to UAMPS and compliance with the provisions set forth below. Within thirty (30)

days after receipt of such notice from the Participant (and if such notice indicates that the Participant proposes to assign its Entitlement Share), UAMPS shall notify all of the other Participants of the proposed assignment or transfer by the Participant of all or part of its Entitlement Share. Each of the other Participants shall have the option of acquiring all or any portion of the Entitlement Share that is proposed to be assigned or transferred and shall notify UAMPS of its exercise of such option within forty-five days of its receipt of the notice from UAMPS referred to in the preceding sentence. In the event that two or more of the other Participants shall exercise their options with respect to the Entitlement Share that is proposed to be assigned or transferred in amounts which exceed the total Entitlement Share proposed to be assigned, UAMPS shall, to the extent necessary, make a pro rata allocation of the such Entitlement Share among the Participants which have exercised their options, based upon the existing Entitlement Shares of the requesting Participants. In the event that less than all of such Entitlement Share shall be acquired by other Participants, UAMPS shall notify the other Members of UAMPS of the proposed assignment of an Entitlement Share and shall provide such Members with an opportunity to acquire the remaining portion of the Participant's Entitlement Share.

In the event that less than all of the Entitlement Share proposed to be transferred or assigned is to be acquired by other Participants or other Members of UAMPS, the Participant may proceed to transfer or assign its Entitlement Share and its rights under this Contract upon satisfaction of the following conditions: (A) at the sole option of UAMPS either (i) the purchaser or assignee shall assume all obligations of the Participant under this Contract in such a manner as shall assure UAMPS to its sole satisfaction that the Participant's Entitlement Share to be purchased hereunder and the amounts to be paid therefor will not be reduced, and if and to the extent deemed necessary by UAMPS in its sole discretion to reflect such assignment and assumption, UAMPS and such purchaser or assignee shall enter into an agreement supplemental to this Contract to clarify the terms upon which the Participant's Entitlement Share is to be sold hereunder by UAMPS to such purchaser or assignee; or (ii) such purchaser or assignee shall enter into a new contract with UAMPS for the purchase of the Participant's Entitlement Share at a price and on terms which UAMPS in its sole discretion determines not to be less beneficial to it and the other Participants than this Contract; (B) the senior debt, if any, of such purchaser or assignee, if such purchaser or assignee is not a Participant shall be rated by at least "Baa2" or "BBB", as applicable, by at least one Rating Agency; (C) the Project Management Committee shall by resolution determine that such sale, lease or other disposition will not adversely affect UAMPS, the other Participants or the security for the payment of Bonds; and (D) UAMPS shall have received an opinion of Bond Counsel to the effect that such sale, assignment or disposition will not by itself adversely affect the Tax Status of Bonds theretofore issued or thereafter issuable. UAMPS shall make the determinations required by this subparagraph (3) within one hundred twenty (120) days of receipt by UAMPS of the notice referred to in the first sentence of this subparagraph and shall provide a written copy of such determinations to the Participant.

In the event any sale, lease or other disposition is permitted pursuant to this subparagraph (3), UAMPS may require as additional security to assure the flow of revenues under this Contract, and the transferring and assigning Participant shall provide or cause to be provided either a prepayment or a security deposit for amounts due under this Contract in such amounts as shall be determined by the Project Management Committee.

Upon the completion of any such sale, lease or other disposition, UAMPS shall prepare and send to each of the Participants a revised SCHEDULE I, setting forth the Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the Participants, as revised to reflect such sale, lease or other disposition.

(d) *Good Utility Practice.* The Participant shall, in accordance with Good Utility Practice, (i) at all times operate its Electric System and the business thereof in an efficient manner, (ii) maintain its Electric System in good repair, working order and condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Electric System, so that at all times the business thereof shall be properly conducted, and (iv) duly perform its obligations under all power supply and transmission service agreements to which it is a party.

(e) *Operating Expenses.* UAMPS and the Participant intend that the payments to be made by the Participant to UAMPS pursuant to this Contract will be payable (i) if and to the extent that any payments are required to be made prior to the Commercial Operation Date, from the revenues and income derived from the operation of the Participant's Electric System as a cost of the development of a new long-term power supply resource, (ii) from and after the Commercial Operation Date as a cost of purchased electric power and energy, and (iii) in each case as an operating expense of the Participant's Electric System and a first charge, together with all other operating expenses, on the revenues derived from the operation of the Participant's Electric System; *provided that* if any amount payable by the Participant under this Contract is prohibited from being paid as an operating expense of the Participant's Electric System under applicable law or a binding contractual obligation, such amount shall be payable from the available revenues and income of the Participant's Electric System. The Participant covenants to and agrees with UAMPS that it will, unless otherwise required by applicable law or under a binding contractual obligation, include the annual payments required to be made by it under this Contract as a cost of purchased electric power and energy as an operating expense in the annual operating budget of its Electric System and in any resolution, ordinance or indenture providing for future borrowings for the Participant's Electric System.

(f) *Tax Status.*

(i) The Participant agrees that it will apply all of the Electric Energy acquired under this Contract to a Qualified Use and that it will not take or omit to take any action (whether with respect to the Electric Energy acquired under this Contract or otherwise) which could, either alone or in conjunction with any other similar actions by the Participant or other Participants, adversely affect the Tax Status of any Bonds issued or issuable by UAMPS. Upon any breach of the foregoing covenants, the Participant shall take and pay the costs of all remedial actions as may be directed by UAMPS in order to maintain the Tax Status of the Bonds.

(ii) The Participant represents and warrants that, as of the Effective Date, it has no contracts (and has no current expectation of entering into any contracts) other than Permitted Output Contracts to provide electric service to any purchaser. At least thirty days prior to entering into any such contract, the Participant shall notify UAMPS of its

intent to enter into such contract and provide copies of such contract to UAMPS. Within thirty days after receipt of such notice, UAMPS shall advise the Participant as to whether, in the opinion of Bond Counsel, such contract would result in a violation of the covenant in clause (i) above. The cost of such opinion and other reports necessary in connection therewith shall be borne by the Participant.

(iii) The Participant agrees to provide such information as UAMPS may request and to comply with such additional instructions as may be provided by UAMPS in order to confirm and maintain the Qualified Use of the Electric Energy sold under this Contract.

Section 33. Default by Participant. Each of the following shall constitute a “default” by the Participant under this Power Sales Contract:

(a) failure of the Participant to make to UAMPS any of the payments for which provision is made in this Power Sales Contract within five business days after the due date of any such payment; or

(b) failure by the Participant to observe any of the covenants, agreements or obligations on its part contained herein and failure to remedy the same for a period of sixty days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given by or on behalf of UAMPS; or

(c) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including without limitation proceedings under Title 11, Chapter 9, United States Code or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors, are instituted by or against the Participant and, if instituted against the Participant, said proceedings are consented to or are not dismissed within thirty days after such institution.

Section 34. Continuing Obligation of Participant; Right of UAMPS to Discontinue Service. (a) In the event of any default referred to in Section 33, the Participant shall not be relieved of its liability for payment of any amounts in default or its failure to observe its covenants, agreements and obligations hereunder and UAMPS shall have the right to recover from the Participant any amount in default. In enforcement of any such right of recovery, UAMPS may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of the Participant hereunder or the obligation of the Participant to make any payment for which provision is made in this Contract.

(b) In addition to proceeding with its rights against a defaulting Participant pursuant to paragraph (a) above, UAMPS may, upon not less than thirty days’ written notice from UAMPS to the Participant, cease and discontinue providing all or any portion of the Participant’s Entitlement Share and may terminate the Participant’s right to receive the Electric Energy allocable to its Entitlement Share under this Power Sales Contract. In connection with its determination to discontinue providing all or any portion of a defaulting Participant’s Entitlement Share, UAMPS shall take into account, among such other matters as UAMPS in its sole discretion shall deem

relevant, the amounts and due dates of its payment obligations under the Project Agreements and the Financing Documents and the funds and revenues available to UAMPS to enable it to meet its obligations thereunder. Any such termination of the Participant's Entitlement Share under this Power Sales Contract shall not, however, terminate, reduce or modify the Participant's outstanding obligations and liabilities hereunder.

(c) The suspension or termination of a defaulting Participant's right to receive its Entitlement Share and any actions taken by UAMPS pursuant to Section 35 shall not terminate, reduce or modify the defaulting Participant's obligations and liabilities under its Power Sales Contract. The defaulting Participant shall remain liable under all billing statements rendered by UAMPS, whether prior or subsequent to the default, and UAMPS for itself and on behalf of the nondefaulting Participants shall be entitled to recover from the defaulting Participant all damages, legal fees, costs and expenses incurred by UAMPS and the nondefaulting Participants as a result of such default. UAMPS shall exercise Commercially Reasonable Efforts to mitigate the damages resulting from the Participant's default.

Section 35. Transfer of Entitlement Share Following Default; Other Actions by UAMPS.

(a) UAMPS and the Participant acknowledge that a default by any of the Participants under its Power Sales Contract could reduce the revenues available to UAMPS which are necessary in order for UAMPS to meet its obligations under the Project Agreements and the Financing Documents on a timely basis. In the event of an insufficiency of revenues and an inability on the part of UAMPS to meet its obligations under the Project Agreements and the Financing Documents on a timely basis, the ability of UAMPS to deliver Electric Energy from the Project and the interests of all of the Participants will be materially and adversely affected. The provisions of this Section are intended to assure the sufficiency of revenues to UAMPS following a default by a Participant under its Power Sales Contract by the reallocation of the defaulting Participant's Entitlement Share. As set forth below, UAMPS agrees to take certain actions to mitigate the impact of any such reallocation on the nondefaulting Participants. The Participants agree that the provisions of this Section are reasonable and necessary in order for them to achieve the benefits of their joint and cooperative undertaking with respect to the Project.

(b) In the event of a default by any Participant and discontinuance of service pursuant to Section 35 of such Participant's Power Sales Contract, but only if the Project has not been terminated, UAMPS and the nondefaulting Participants shall take the following actions in the order set forth below:

(1) UAMPS shall immediately make a mandatory allocation of the defaulting Participant's Entitlement Share among all of the nondefaulting Participants, pro rata on the basis of their original Entitlement Shares. UAMPS shall provide written notice to the nondefaulting Participants of the mandatory allocation of the defaulting Participant's Entitlement Share which notice shall (a) set forth the date of the mandatory allocation, (b) include a revised Schedule I showing the increased Entitlement Shares and (to the extent applicable) the revised Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the nondefaulting Participants as a result of such allocation, (c) direct each of the nondefaulting Participants to make an election pursuant to subparagraph (2) below, and (d) set forth the date by which each of the nondefaulting

Participants must notify UAMPS of its election pursuant to subparagraph (2) below. Such mandatory allocation of the defaulting Participant's Entitlement Share and the increased Entitlement Shares and the revised Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the nondefaulting Participants as a result of such allocation (as shown on the revised Schedule I prepared by UAMPS) shall remain in effect until the completion of the procedures provided for in this paragraph (a). During such period, each of the nondefaulting Participants shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share and its revised Capital Contribution Percentage, Debt Service Percentage and Debt Service Share as a result of such allocation.

(2) Within sixty days after the allocation of the defaulting Participant's Entitlement Share provided for in subparagraph (1) above, each of the nondefaulting Participants shall notify UAMPS in writing of its election of one of the following options: (A) to retain that portion of the defaulting Participant's Entitlement Share allocated to such nondefaulting Participant pursuant to subparagraph (1) above and the additional amount, if any, of the defaulting Participant's Entitlement Share that such nondefaulting Participant elects to acquire from any other nondefaulting Participant that may elect to retain less than all of the defaulting Participant's Entitlement Share allocated to it pursuant to subparagraph (1) above; or (B) to retain none or less than all of the defaulting Participant's Entitlement Share allocated to the Participant pursuant to subparagraph (1) above. Any Participant that shall have elected to retain all of that portion of the defaulting Participant's Entitlement Share allocated to it pursuant to subparagraph (1) above shall be deemed to have fully satisfied its obligations to UAMPS under this Section and shall not thereafter be required to accept any additional allocation of the defaulting Participant's Entitlement Share.

(3) Within thirty days after its receipt of the elections of all nondefaulting Participants pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Participants have elected to retain all of the Entitlement Share of the defaulting Participants pursuant to subparagraph (2). In the event that any of the Participants shall have elected to retain less than all of its allocation of the defaulting Participant's Entitlement Share, UAMPS shall proportionally reallocate the remaining amount of the defaulting Participant's Entitlement Share among those nondefaulting Participants that have requested additional amounts of the defaulting Participant's Entitlement Share. To the extent necessary to provide for a complete reallocation of the defaulting Participant's Entitlement Share, UAMPS shall next reallocate any remaining portion of the defaulting Participant's Entitlement Share among those Participants that did not elect to retain all of their initial allocations of such Entitlement Share. Proportional reallocations shall be based upon the Entitlement Shares of the nondefaulting Participants in effect immediately prior to the defaulting Participant's default.

(4) In no event shall any reallocation of a defaulting Participant's Entitlement Share, or the total of all mandatory reallocations of Entitlement Shares in the event of two or more Participant defaults under the Power Sales Contracts, cause any nondefaulting

Participant's Entitlement Share to increase by more than []%* over its original Entitlement Share set forth on Schedule I.

(5) Each allocation or reallocation of a defaulting Participant's Entitlement Share shall also allocate or reallocate the defaulting Participant's Capital Contribution Percentage and Debt Service Percentage to the nondefaulting Participants receiving such allocation or reallocation. The Capital Contribution Percentage and the Debt Service Percentage of the defaulting Participant shall be allocated to each of such nondefaulting Participants proportionally based upon the respective amounts of the defaulting Participant's Entitlement Share that are allocated or reallocated to them.

(6) UAMPS shall deliver, promptly after making the determinations and reallocations required by this paragraph (b), a notice to the nondefaulting Participants which notice shall (A) set forth the reallocation of the defaulting Participant's Entitlement Share made by UAMPS pursuant to subparagraph (3) above, and the effective date of such reallocation, (B) set forth the amount, if any, of the Entitlement Share of the defaulting Participant that has been mandatorily reallocated to nondefaulting Participants that did not elect to retain or acquire the same, and (C) include a revised SCHEDULE I showing the revised Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares, respectively, of the nondefaulting Participants as a result of the reallocation provided for under subparagraph (3). The Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares shown on such revised SCHEDULE I shall thereafter be the Entitlement Shares, Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares of the nondefaulting Participants.

(7) Any portion of the Entitlement Share of a defaulting Participant transferred pursuant to this paragraph (b) to a nondefaulting Participant shall become a part of and shall be added to the Entitlement Share of each transferee Participant, and from and after the date of such transfer the transferee Participant shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Power Sales Contract. The defaulting Participant shall remain liable to UAMPS and the other Participants for costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Participant's Entitlement Share provided for in this Section.

(c) In the event that any portion of a defaulting Participant's Entitlement Share shall have been mandatorily reallocated to nondefaulting Participants pursuant to paragraph (b)(3) above or in the event that the procedures set forth in paragraph result in the reallocation of less than all of a defaulting Participant's Entitlement Share, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of all or any part of the defaulting Participant's Entitlement Share as follows and in the following order:

* This amount will not exceed 25% and will be determined by the Project Management Committee upon the Effective Date of the Power Sales Contracts.

(1) UAMPS shall first seek to sell all or any part of the defaulting Participant's Entitlement Share on terms and conditions comparable to those contained in the Power Sales Contracts; and

(2) UAMPS shall then seek to sell all or any part of such portion of the defaulting Participant's Entitlement Share or the Electric Energy associated therewith on the best obtainable terms and conditions.

Subject to the provisions of the Financing Documents, no sale, transfer or other disposition of all or a part of an Entitlement Share shall be made pursuant to this paragraph (c) if such sale, transfer or disposition will adversely affect the exclusion from gross income for federal income tax purposes of the interest on any of the Bonds issued as tax exempt obligations.

(d) In the event that UAMPS is unable to sell or dispose of any portion of the defaulting Participant's Entitlement Share pursuant to paragraph (c) above within 180 days of commencing Commercially Reasonable Efforts so to do and UAMPS, based upon determinations by the Project Management Committee and the Board, determines that the inability to sell or dispose of the defaulting Participant's Entitlement Share will materially and adversely affect the ability of the nondefaulting Participants to meet their obligations under the Power Sales Contract or the ability of UAMPS to meet its obligations under the Project Agreements and the Financing Documents, then UAMPS shall take such actions as UAMPS in its sole discretion shall deem necessary to ensure the availability of sufficient funds and revenues to enable UAMPS to meet its obligations under the Project Agreements and the Financing Documents. Such actions may include, without limitation, any of the following measures (or any combination thereof):

(1) UAMPS may sell all or any portion of the Project that is allocable to the defaulting Participant's Entitlement Share on such terms and conditions as UAMPS deems to be in the best interest of UAMPS and the nondefaulting Participants and shall apply the proceeds of such sale to the purchase, redemption or defeasance of the Bonds or to other purposes related to the Project; or

(2) UAMPS may enter into contractual arrangements for the sale of all or any portion of the defaulting Participant's Entitlement Share or the Electric Energy associated therewith on such terms and conditions as will maximize the revenues available to UAMPS without regard to any adverse effect that such sale may have on the exclusion of interest on the Bonds from gross income for federal income tax purposes.

In the event that UAMPS makes any sale pursuant to clause (2) above, UAMPS will obtain an opinion of Bond Counsel addressing the tax status of interest on the Bonds issued as tax exempt obligations. UAMPS will take such remedial actions as are available to it to preserve the tax exempt status of interest on such Bonds. In the event that such opinion indicates that interest on the Bonds is or will become includible in gross income for federal income tax purposes, the Participant acknowledges that it may be necessary for UAMPS to pay additional amounts as interest or penalties on the Bonds and that the Debt Service Costs payable by the Participant pursuant to Section 26 will increase correspondingly. The Participant agrees to pay its Debt

Service Share of such increased Debt Service Costs pursuant to the provisions of this Power Sales Contract.

(e) Upon any sale or disposition of all or any portion of a defaulting Participant's Entitlement Share or the Electric Energy associated therewith or any sale of the Project pursuant to paragraphs (c) and (d) above, UAMPS shall take into account the proceeds realized or the revenues to be received from such sale or disposition and shall, to the extent necessary, make adjustments to the Entitlement Share, Capital Contribution Percentage, Debt Service Percentage and Debt Service Share of each of the nondefaulting Participants to reflect such sale or disposition and to ensure the receipt of revenues sufficient to enable UAMPS to meet its obligations under the Project Agreements and the Financing Documents. The Participant acknowledges that such adjustments may, under certain circumstances, result in a change in the Participant's share of Operation and Maintenance Costs, Transmission Costs and Debt Service Costs without a corresponding change in the Participant's Entitlement Share. Upon the completion of the procedures provided for in this Section, UAMPS shall prepare and send to each of the Participants a final revised SCHEDULE I, setting forth the Entitlement Shares, the Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares, respectively, of the nondefaulting Participants after the procedures and actions provided for in this Section.

Section 36. Other Default by Participant. In the event of a failure of the Participant to observe, keep and perform any of the covenants, agreements or obligations on its part contained in this Power Sales Contract, UAMPS may, in addition to its other rights hereunder, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against the Participant.

Section 37. Default by UAMPS; Dispute Resolution. (a) In the event of any default by UAMPS under any covenant, agreement or obligation of this Power Sales Contract, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate and in no event shall the Participant withhold or offset any payment owed to UAMPS hereunder.

(b) Prior to and as a condition to the filing of any action with respect to this Contract under paragraph (a) above, the Participant shall first submit the dispute or matter in question to the Project Management Committee for mediation by giving notice in writing to UAMPS and the Chair of the Project Management Committee describing the dispute or matter and the issue or issues to be resolved. The Participant agrees to participate fully and in good faith in all mediation proceedings of the Project Management Committee. In the event that the Project Management Committee is unable to resolve or mediate such dispute or matter within 120 days after UAMPS has received written notice of the dispute, the Participant shall have the right to initiate such proceedings as it may deem necessary pursuant to paragraph (a).

Section 38. Abandonment of Remedy. In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights,

remedies, powers and duties of UAMPS and the Participant shall continue as though no such proceedings had been taken.

Section 39. Waiver of Default. Any waiver at any time by either UAMPS or the Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

Section 40. Relationship to and Compliance with Other Instruments. (a) It is recognized by the parties hereto that UAMPS, in undertaking, or causing to be undertaken, the planning, financing, construction, acquisition, operation and maintenance of the Project, must comply with the requirements of the Financing Documents, the Project Agreements and all Permits and Approvals necessary therefor, and it is therefore agreed that this Power Sales Contract is made subject to the terms and provisions of the Financing Documents, the Project Agreements and all such Permits and Approvals.

(b) UAMPS covenants and agrees that it will use Commercially Reasonable Efforts for the benefit of the Participant to comply in all material respects with all terms, conditions and covenants applicable to it contained in the Financing Documents, the Project Agreements and all Permits and Approvals relating thereto and that it will not, without the consent of the Participant, enter into any amendment or modification of the Financing Documents or the Project Agreements which will change the Participant's Entitlement Share or which will materially and adversely affect the rights and obligations of the Participant hereunder.

Section 41. Liability of Parties. UAMPS and the Participant shall assume full responsibility and liability for the maintenance and operation of their respective properties and each shall, to the extent permitted by law, indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; *provided* that any liability which is incurred by UAMPS through the operation and maintenance of the Project or pursuant to the Project Agreements and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of UAMPS hereunder, and any payments made by UAMPS to satisfy such liability shall, except to the extent paid from proceeds of Bonds or Capital Contributions, become part of Operation and Maintenance Costs.

Section 42. Assignment of Power Sales Contract. (a) This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; *provided, however*, that neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except as follows:

(1) UAMPS may assign its interests under this Power Sales Contract or all or any portion of the amounts payable by the Participant hereunder pursuant to the Financing Documents as described in paragraph (b) below;

(2) UAMPS may sell, transfer or reallocate all or any portion of the Participant's Entitlement Share following a default by the Participant and a discontinuance of service as provided in Section 35;

(3) After such point in time as all Bonds issued under the Financing Documents have been paid or deemed to have been paid as provided in the Financing Documents, UAMPS may assign this Power Sales Contract and pledge the amounts payable by the Participant hereunder without limitation;

(4) the Participant shall assign the Electric Energy allocable to the Participant's Entitlement Share to the UAMPS Pool as provided in Section 10; and

(5) subject to the provisions of Section 32, the Participant may assign or transfer all or any portion of its Entitlement Share or its interests under this Power Sales Contract.

(b) The Participant acknowledges and agrees that UAMPS may assign and pledge to the Trustee designated in the Financing Documents all or any portion of its right, title, and interest in and to the payments to be made to UAMPS under the provisions of this Power Sales Contract, as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on Bonds and, upon such assignment and pledge, UAMPS may grant to the Trustee any rights and remedies herein provided to UAMPS, and thereupon any reference herein to UAMPS shall be deemed, with the necessary changes in detail, to include the Trustee which on behalf of and together with the owners from time to time of the Bonds shall be third party beneficiaries of the covenants and agreements of the Participant herein contained.

Section 43. Termination or Amendment of Power Sales Contract. (a) This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

(b) This Power Sales Contract shall not be amended, modified, or otherwise altered in any manner that will adversely affect the security for the Bonds afforded by the provisions of this Power Sales Contract. So long as any of the Bonds are outstanding or until adequate provisions for the payment thereof have been made in accordance with the provisions of the Financing Documents, this Power Sales Contract shall not be amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for the Bonds or extend the time of such payments provided herein or which will in any manner impair or adversely affect the rights of the owners from time to time of the Bonds.

(c) Subject to Section 6, no Power Sales Contract entered into between UAMPS and another Participant may be amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon written notice to and written consent or waiver by each of the other Participants, and upon similar amendment being made to the Power Sales Contract of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

(d) In connection with any revision or amendment of the billing procedures provided for in Section 25 or of any of the Exhibits, UAMPS shall promptly provide a copy of the revision or amendment to the Participant.

Section 44. Notices and Computation of Time. All notices, demands or other communications made pursuant to this Contract (each, a “Notice”) may be sent by facsimile, electronic mail, other mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivery. Notice shall be deemed given when received by the addressee, unless received on a day that is not a business day or received after 5:00 p.m. (receiving party’s local time) on a business day, in which case Notice shall be deemed to have been received on the next following business day. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) Notice sent by facsimile or electronic mail shall be deemed to have been received upon the sending party’s receipt of electronic confirmation of successful transmission; (ii) Notice sent by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party; and (iii) Notice sent by first class mail shall be deemed to have been received five business days after mailing.

(b) All Notices shall be sent by UAMPS to the business address, facsimile address or e-mail address of the Participant’s Representative. All Notices shall be sent by the Participant to the business address, facsimile address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

Section 45. Relationship of UAMPS and the Participant; Relationship among Participants. (a) This Power Sales Contract is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Power Sales Contract.

(b) The covenants, obligations, liabilities, rights and benefits of the Participant under this Power Sales Contract are individual and not joint and several, or collective, with those of any other Participant. Other than giving effect to the joint and cooperative action of UAMPS on behalf of the Participants, the Power Sales Contracts shall not be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on, between or among the Participant and any one or more of the Participants. No Participant shall be or be deemed to be under the control of, nor shall any Participant control or be deemed to control, any or all of the other Participants or the Participants as a group. No Participant shall be bound by the actions of any other Participant, nor shall any Participant be deemed to be the agent of any other Participant or have the right to bind any other Participant.

Section 46. No Recourse Against Officers, Etc. of UAMPS or Participant. No member of the governing body, nor any officer or employee of UAMPS or the Participant shall be individually or personally liable for any payment under this Power Sales Contract or be subject to any personal liability or accountability by reason of the execution of this Power Sales Contract; *provided, however*, that this Section shall not relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Power Sales Contract.

Section 47. Governing Law; Jurisdiction and Venue. (a). This Power Sales Contract is made under and shall be governed by the law of the State of Utah; *provided, however*, that if the Participant is organized or created pursuant to the laws of another state, then the authority of the Participant to execute and perform its obligations under this Power Sales Contract shall be determined under the laws of such state. Headings herein are for convenience only and shall not influence the construction hereof.

(b) All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering this Contract, each party, for itself and in connection with its properties, irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts; waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party at its address provided in accordance with Section 44; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

Section 48. Severability; No Merger. (a) If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(b) This Power Sales Contract constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

Section 49. Contract Beneficiaries. This Contract is entered for the benefit of and as the binding agreement of UAMPS and the Participant. The Trustee and the owners of the Bonds are the only third-party beneficiaries of this Contract, as and to the extent provided in the Financing Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

HURRICANE CITY, UTAH

By: _____
Its Mayor

[SEAL]

ATTEST AND COUNTERSIGN

By: _____
Title: City Recorder

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By: _____
Chairman

[SEAL]

ATTEST AND COUNTERSIGN

By: _____
Assistant Secretary

PRELIMINARY

SCHEDULE D

SCHEDULE OF PARTICIPANTS, DEVELOPMENT SHARES AND DEVELOPMENT COST SHARES

PARTICIPANT	DEVELOPMENT SHARE (KW)	DEVELOPMENT COST SHARE (%)*
-------------	---------------------------	--------------------------------

TOTAL

100.0000%

* Column may not total due to rounding.

SCHEDULE I

SCHEDULE OF PARTICIPANTS, ENTITLEMENT SHARES

SCHEDULE OF PARTICIPANTS, ENTITLEMENT SHARES, CAPITAL CONTRIBUTION PERCENTAGES, DEBT SERVICE PERCENTAGES AND DEBT SERVICE SHARES*

PARTICIPANT	ENTITLEMENT SHARE	
	kW	%**

TOTAL	%
-------	---

* Capital Contribution Percentages, Debt Service Percentages and Debt Service Shares to be added if Capital Contributions are made.

** Column may not total due to rounding.

EXHIBIT I

DESCRIPTION OF THE INITIAL FACILITIES

The following is a preliminary and summary description of the Initial Facilities. This description is subject to change based upon selection of the Contractor, the negotiation of the final terms of the Construction Contracts and the construction of the Initial Facilities. The final description of the Initial Facilities will be approved by the Project Management Committee after the Project achieves commercial operation.

PARTICIPANT _____
FISCAL YEAR _____

EXHIBIT II

FORM OF PARTICIPANT'S ANNUAL INFORMATION REPORT*

SYSTEM DESCRIPTION

Incorporated area of municipality _____ square miles.

Service area of utility _____ square miles.

Transmission and distribution lines _____ miles.

Number of employees in electrical department _____. (Include sum of shared employees' time in other city offices to determine equivalent full-time employees.)

Number of customers served outside the city limits _____.

Service area outside of the city limits _____ square miles.

NUMBER OF ELECTRICAL CUSTOMERS AND TYPE OF LOAD SERVED

CUSTOMER CLASS	NUMBER OF CUSTOMERS
Residential	
Commercial	
Industrial	
Agricultural and Pumping	
Military and Other	
TOTAL	

Annual audit will be sent to UAMPS as soon as completed after the fiscal year.

Electric Rate Schedules for the above classes of service are attached hereto.

* Under Section 31(d) of the Power Sales Contract, UAMPS has agreed to classify certain of the information provided by the Participant on this Exhibit II as a "protected record," pursuant to the Participant's request. The Participant must also take any actions necessary on its part to appropriately classify and protect such information provided in this Exhibit.

Customer Sales by Class

Total sales to your customers _____ kWh.

Revenues from energy sales to your customers in \$_____.

CUSTOMER CLASS	KWH SALES	REVENUES (\$)
Residential		
Commercial		
Industrial		
Agricultural		
Other		
TOTAL		

**GENERATION
PRODUCED FOR SYSTEM LOAD**

	GENERATING UNIT PRODUCTION							
	#1		#2		#3		#4	
	kW	kWh	kW	kWh	kW	kWh	kW	kWh
July								
August								
September								
October								
November								
December								
January								
February								
March								
April								
May								
June								
TOTAL								

**SYSTEM PEAK INCLUDING LOAD
COVERED BY OWN GENERATION**

	kW		kW
July		January	
August		February	
September		March	
October		April	
November		May	
December		June	

FIVE LARGEST LOADS

	TYPE OF BUSINESS	KWH SOLD	ANNUAL ELECTRICAL BILLINGS
1.			
2.			
3.			
4.			
5.			

ACHIEVEMENTS

Provide below the achievements of your utility for the year.

EXHIBIT III

FORM OF CERTIFICATE OF PARTICIPANT

STATE OF _____)
)
COUNTY OF _____)

The undersigned hereby certify that they are the [Executive Officer] and [Clerk/Recorder/Secretary] of _____ (the "*Participant*"), a member of Utah Associated Municipal Power Systems ("*UAMPS*"), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate has been executed pursuant to Section 31(f) of the Power County Power Project Power Sales Contract, dated as of December 1, 2024 (the "*Power Sales Contract*"), between the Participant and UAMPS, in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

2. The Participant is a _____, duly created and validly existing under the laws of the State of _____ (the "*State*"), and is governed by a _____ (the "*Governing Body*").

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Power Sales Contract and related matters (the "*Contract Resolution*"). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body held on _____, at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the [Executive Officer] and the [Clerk/Recorder/Secretary] authorized to execute and deliver the Power Sales Contract on behalf of the Participant are as follows:

NAME

OFFICE

«officer»

[Executive Officer]

«officer»

[Clerk/Recorder/Secretary]

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of state law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the “*System*”) that distributes and furnishes electric energy to consumers located within the established service area of the System. The Participant will use all of the electric energy from its Entitlement Share in a Qualified Use.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the “*Joint Action Agreement*”) and that certain Power Pooling Agreement (the “*Pooling Agreement*”) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. «Rep» has been duly appointed by the Governing Body as the Participant’s representative to UAMPS.

10. The representations and warranties of the Participant in Section 30 of the Power Sales Contract are true and correct on and as of the date of this certificate.

11. The Participant acknowledges that the information it provides under Section 31(c) and (d) of the Power Sales Contract may be used by UAMPS in connection with the issuance of Bonds to finance the Development Costs and the Cost of Acquisition and Construction of the Project and to provide necessary information to lenders and other interested parties.

Dated: _____.

[PARTICIPANT]

By _____

[Executive Officer]

By _____

[Clerk/Recorder/Secretary]

[Seal]

EXHIBIT A

[Form of Contract Resolution]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE POWER COUNTY
POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED
MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, _____ (the “*Participant*”) is a member of Utah Associated Municipal Power Systems (“*UAMPS*”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the “*Joint Action Agreement*”);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a combined cycle natural gas-fired electric generating facility plant known as the “Power County Power Project” (the “*Project*”) to be located at a site in Power County, Idaho, and to sell the capacity and output of the Project pursuant to the Power County Power Project Power Sales Contracts (the “*Power Sales Contracts*”) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant’s electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of _____, as follows:

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the [Executive Officer] is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the [Clerk/Recorder/Secretary] is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the [Executive Officer], his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing _____ kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of _____ as the Participant's Representative to UAMPS and of _____ and _____ as alternate Representatives is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The [Executive Officer] and the [Clerk/Recorder/Secretary] are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrevocable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ___ day of _____, _____.

[PARTICIPANT]

By _____

ATTEST:

[Secretary/Clerk/Recorder]

[SEAL]

ANNEX A

[Attach Power Sales Contract]

EXHIBIT IV

FORM OF BRING DOWN CERTIFICATE OF THE PARTICIPANT

STATE OF _____)
)
COUNTY OF «COUNTY»)

The undersigned hereby certify that they are the [Executive Officer] and [Clerk/Recorder/Secretary] of _____ (the “*Participant*”), a member of Utah Associated Municipal Power Systems (“*UAMPS*”), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This certificate has been executed in connection with the issuance by UAMPS of its Power County Power Project Revenue Bonds, _____ Series _____ (the “*Bonds*”), as more fully described in the Official Statement of UAMPS dated _____ (the “*Official Statement*”) prepared in connection with the offering and sale of the Bonds.

2. Pursuant to Section 31(f) of the Power County Power Project Power Sales Contract, dated as of December 1, 2024, between the Participant and UAMPS, in connection with the execution and delivery of the Power County Power Project, the undersigned executed and delivered a certificate dated _____ (the “*Original Certificate*”). The undersigned hereby reaffirm the statements made in the Original Certificate on and as of the date hereof. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Original Certificate.

[3. The undersigned have reviewed the statements and information relating to the Participant and its electric system contained in APPENDIX __ to the Preliminary Official Statement and the Official Statement under the caption, “THE PARTICIPANTS”, and such statements and information, as of the respective dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, (a) were and are true and correct in all material respects and fairly and accurately present the financial and operating position of the System for the periods and as of the dates presented and (b) did not and do not omit to state a material fact necessary in order to make such statements not misleading. Since the dates of the Preliminary Official Statement and the Official Statement, there has been no change in the business, financial position, results of operations or condition of the Participant or the System that would (x) materially affect the accuracy and completeness of such statements and information or (y) materially and adversely affect the ability of the Participant to meet its obligations under the Power Sales Contract.]

Dated this _____ day of _____.

[PARTICIPANT]

By _____
Its _____

[SEAL]

EXHIBIT V

FORM OF OPINION OF COUNSEL TO THE PARTICIPANT

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to _____ (the “*Participant*”) in connection with the Power County Power Project Power Sales Contract, dated as of December 1, 2024 (the “*Power Sales Contract*”), between the Participant and Utah Associated Municipal Power Systems (“*UAMPS*”). I have been advised that, pursuant to the Power Sales Contract, UAMPS has undertaken the Project and has sold all of the Electric Energy from the Project to the Participant and others that have executed Power Sales Contracts with UAMPS.

This opinion is being delivered to you pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Power Sales Contract. Capitalized terms used and not defined herein have the meanings assigned to such terms in the Power Sales Contract.

As counsel to the Participant, I have examined (i) those documents relating to the existence, organization and operation of the Participant and its electric utility system (the “*System*”), (ii) all resolutions and proceedings of the Participant relating to the due authorization, execution and delivery by the Participant of the Power Sales Contract, (iii) an executed counterpart of the Power Sales Contract, and (iv) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant is a _____ duly organized and validly existing under the laws State of _____ (the “*State*”) and is qualified to own, operate and furnish electric service through the System.

2. The Participant has full legal right, power and authority to enter into the Power Sales Contract and to carry out and consummate all of the transactions contemplated thereby, and the Participant has complied with the provisions of applicable law which would be a condition precedent to entering into the Power Sales Contract or carrying out and consummating such transactions.

3. Each of the Power Sales Contract, the Joint Action Agreement and the Pooling Agreement has been duly authorized, executed and delivered by the Participant and constitutes the legal, valid and binding obligation of the Participant and is enforceable under the present law of the State in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

4. Pursuant to the Power Sales Contract, the Participant's obligation to make payments to UAMPS under the Power Sales Contract is a special obligation payable solely from the revenues and other available income of the System initially as a cost of the development of a new power supply resource and from and after the commercial operation of the Project as a cost of purchased electric energy, in each case as an operating expense of the System. The application of the revenues and other available funds of the System to make such payments is not subject to any prior lien, encumbrance or restriction.

5. The Participant has obtained all Required Approvals.

6. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which (a) purports to affect the authorization, legality, validity or enforceability of the Power Sales Contract, the Joint Action Agreement or the Pooling Agreement or (b) involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties or assets, or in the condition, financial or otherwise, of the System.

7. The execution, delivery and performance by the Participant of the Power Sales Contract will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

8. No event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, which breach or default would have a material adverse impact on UAMPS' ownership or operation of the Project or the ability of the Participant to fully perform its obligations under the Power Sales Contract.

9. The Participant has lawful authority to fix and collect rates, fees and charges for the services provided by the System. Such rates, fees and charges for utility services provided to customers located within the corporate boundaries of the Participant are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Participant and are in full force and effect.

10. The Participant has lawful authority to own the System and, to my knowledge, the Participant (a) has good and merchantable title to the properties comprising the System and (b) holds all permits, licenses and approvals necessary for the operation of the System.

I hereby authorize Chapman and Cutler LLP, as bond counsel, to rely on this opinion as though addressed to it.

Respectfully submitted,

EXHIBIT VI

FORM OF BRING-DOWN OPINION OF COUNSEL TO THE PARTICIPANT

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to _____ (the "*Participant*") in connection with the Power County Power Project Power Sales Contract dated as of December 1, 2024 (the "*Power Sales Contract*") between the Participant and Utah Associated Municipal Power Systems ("*UAMPS*"). I have been advised that UAMPS has made arrangements for the issuance and sale on the date hereof of its Power County Power Project Revenue Bonds, _____ Series _____ (the "*Bonds*").

Pursuant to Section 31(f) of the Power Sales Contract in connection with the execution and delivery of the Power County Power Project, I rendered to UAMPS an approving legal opinion, dated _____ (the "*Prior Opinion*"), with respect to the Participant. In connection with the issuance and sale by UAMPS of the Bonds, I hereby reaffirm the Prior Opinion, as though it was dated the date hereof, in the form it was so rendered on _____.

[In addition to the foregoing, I have examined (i) the material describing the Participant and its electric system contained in APPENDIX A to each of the Preliminary Official Statement (together with any supplements or amendments thereto as of the date hereof, the "*Preliminary Official Statement*") and the Official Statement (together with any supplements or amendments thereto as of the date hereof, the "*Official Statement*") of UAMPS relating to the Bonds and (ii) such other documents, information, facts and matters of law as are necessary for me to render the following opinion. Based upon the foregoing, I am of the opinion that the statements and information with respect to the Participant and its electric system contained in APPENDIX A to the Preliminary Official Statement and the Official Statement were true and correct in all material respects as of the respective dates of the Preliminary Official Statement and the Official Statement and are true and correct in all material respects as of the date hereof, and no facts have come to my attention which would lead me to believe that such statements and information contained or contain any untrue statement of a material fact or omitted to state or omit to state any material fact necessary in order to make such statements, in the light of the circumstances under which they were made, not misleading; *provided, however*, that I express no view with respect to the tabular, financial and statistical information included therein.]

I hereby authorize the reference to this opinion and to the Prior Opinion set forth under the caption, "APPROVAL OF LEGAL PROCEEDINGS," in the Official Statement. I hereby further authorize [Bond Counsel] and [other reliance parties] to rely on the Prior Opinion and on this opinion in each case as though addressed to them.

Respectfully submitted,

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING THE POWER COUNTY
POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED
MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.**

***** ***** *****

WHEREAS, Hurricane City, Utah (the “*Participant*”) is a member of Utah Associated Municipal Power Systems (“*UAMPS*”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the “*Joint Action Agreement*”);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a combined cycle natural gas-fired electric generating facility plant known as the “Power County Power Project” (the “*Project*”) to be located at a site in Power County, Idaho, and to sell the capacity and output of the Project pursuant to the Power County Power Project Power Sales Contracts (the “*Power Sales Contracts*”) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant’s electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the

development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Hurricane City, Utah, as follows:

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the City Recorder is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing _____ kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of Scott Hughes as the Participant's Representative to UAMPS and Brian Anderson as alternate Representatives is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The Mayor and the City Recorder are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially

the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrevocable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on _____, 2024.

HURRICANE CITY, UTAH

By _____
Mayor

ATTEST:

City Recorder

[SEAL]



STAFF COMMENTS

Resolution No. 2024-37: Consideration and **possible adoption of an update to the General Plan for a comprehensive amendment to the Future Land Use Map.**

Discussion:

Update for 11/7/2024:

This item was continued on 10/3/2024 by the City Council to make further adjustments to the proposed Future Land Use Map in the General Plan. Staff has made the requested changes and is presenting an updated version of the map for this meeting. It has been discussed that a number of changes to the Future Land Use Map in the general plan be approved and adopted. The Future Land Use Map, often called a “General Plan Map”, is the guiding document for land use and zoning policy within the city. The currently proposed changes will align the map with existing zoning and development conditions in the city, and also, will reflect the city leadership’s stated policy preferences for future growth in key areas of the city.

Key Changes Proposed (updated changes in **bold**):

- Update the general plan designation for “The Fields” area from Single Family to Rural Residential.
- Update the general plan designation for the Sand Mountain area from Natural Open Space to Recreational Open Space.
- Expanded Industrial/Business designations.
- **Expanded Commercial designations along the Hwy 7 east corridor.**
- **Update portions of the Ash Creek Special Services District’s property by the Hurricane treatment ponds from Agricultural to Planned Community to allow for future workforce housing.**

The Planning Commission gave a unanimous recommendation to adopt the proposed amendments.

Recommendation:

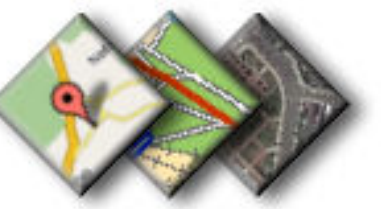
Staff recommends approval and adoption of the proposed amendments to the Future Land Use Map in the General Plan. --Gary Cupp

Findings:

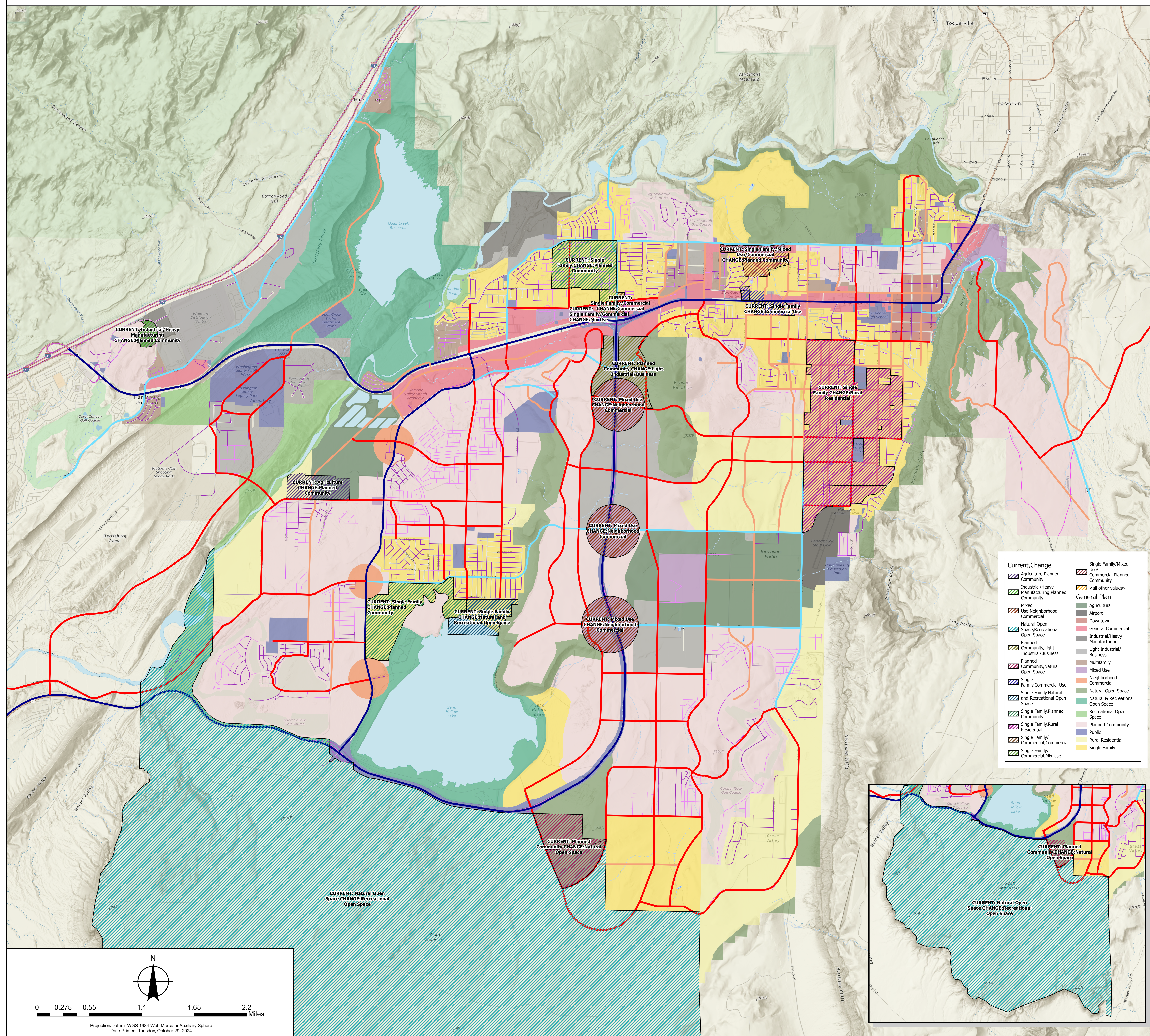
Recommendation:

Attachments:

1. General Plan 36x36_Changes
2. Resolution 2024-37 General Plan Future Land Use Map
3. Future Land Use Map Amendments CC Staff Report
4. Discussion of Updates



Future Land Use General Plan



A RESOLUTION BY THE HURRICANE CITY COUNCIL
ADOPTING AN UPDATE TO THE GENERAL PLAN ADOPTING A COMPREHENSIVE
AMENDMENT TO THE FUTURE LAND USE MAP

WHEREAS Hurricane City desires to protect the health, safety, and welfare of its citizens;
and

WHEREAS the state gives Cities authority to control land uses within their borders; and

WHEREAS Hurricane City has a desire to update the Future Land Use Map; and

WHEREAS the Planning Commission gave a unanimous recommendation of approval; and

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF HURRICANE, UTAH that
the attached Future Land Use Map be adopted by as part of Hurricane City's General Plan.

PASSED AND APPROVED this _____ day of _____, 2024

Nanette Billings, Mayor

ATTEST:

Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 7th day of November 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
Joseph Prete	___	___	___	___
Clark Fawcett	___	___	___	___
David Hirschi	___	___	___	___
Kevin Thomas	___	___	___	___
Drew Ellerman	___	___	___	___

Cindy Beteag



STAFF COMMENTS

Agenda Date:	11/7/2024
Application Number:	N/A
Type of Application:	General Plan Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Approve and Adopt
Report Prepared By:	Gary Cupp

Updated Discussion:

This item was continued on 10/3/2024 by the City Council to make further adjustments to the proposed Future Land Use Map in the General Plan. Staff has made the requested changes and is presenting an updated version of the map for this meeting. It has been discussed that a number of changes to the Future Land Use Map in the general plan be approved and adopted. The Future Land Use Map, often called a “General Plan Map”, is the guiding document for land use and zoning policy within the city. The currently proposed changes will align the map with existing zoning and development conditions in the city, and also, will reflect the city leadership’s stated policy preferences for future growth in key areas of the city.

Key Changes Proposed (updated changes in **bold**):

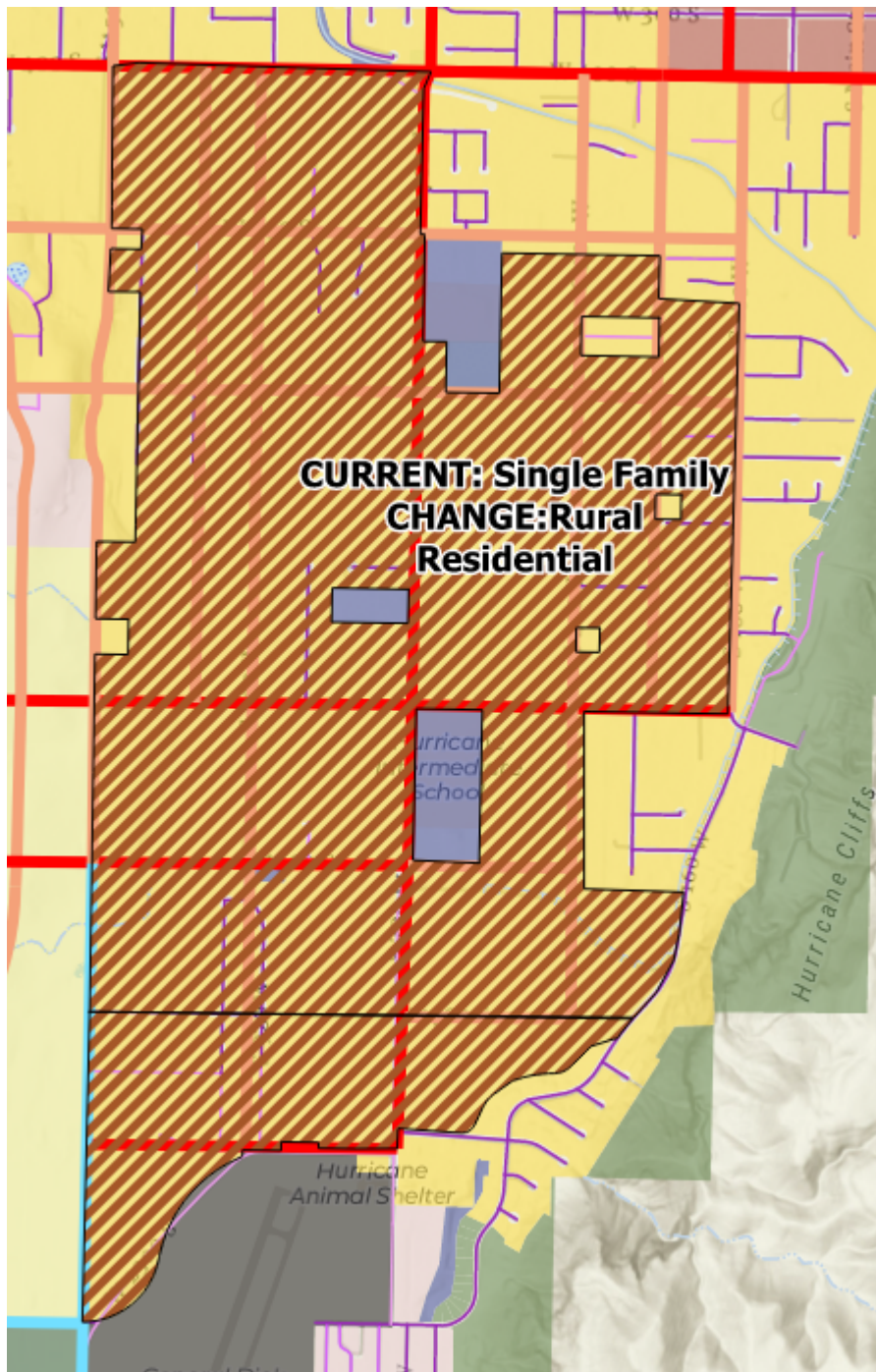
- Update the general plan designation for “The Fields” area from Single Family to Rural Residential.
- Update the general plan designation for the Sand Mountain area from Natural Open Space to Recreational Open Space.
- Expanded Industrial/Business designations.
- **Expanded Commercial designations along the Hwy 7 east corridor.**
- **Update portions of the Ash Creek Special Services District’s property by the Hurricane treatment ponds from Agricultural to Planned Community to allow for future workforce housing.**

The Planning Commission gave a unanimous recommendation to adopt the proposed amendments.

Recommendation:

Staff recommends approval and adoption of the proposed amendments to the Future Land Use Map in the General Plan.

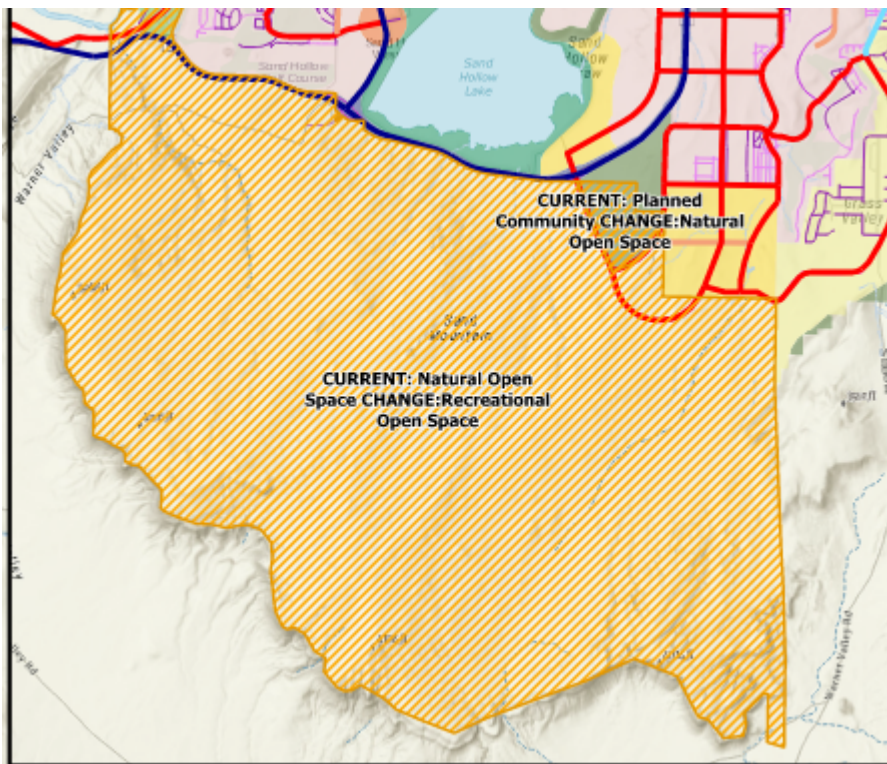
General Plan Updates: (Roughly clockwise from northeast)



Description: Changing the “Hurricane Fields” area from Single Family Residential (R1-6 to R1-15) to Rural Residential (RA-1 to RA-0.5).

Location: North boundary: 400 S from 1150 W to 700 W. 650 S from 1150 W to 180 W. East boundary: 180 W except for Robert’s Ranch. South boundary: North end of the airport to 2050 S. West boundary: approximately 1150 W.

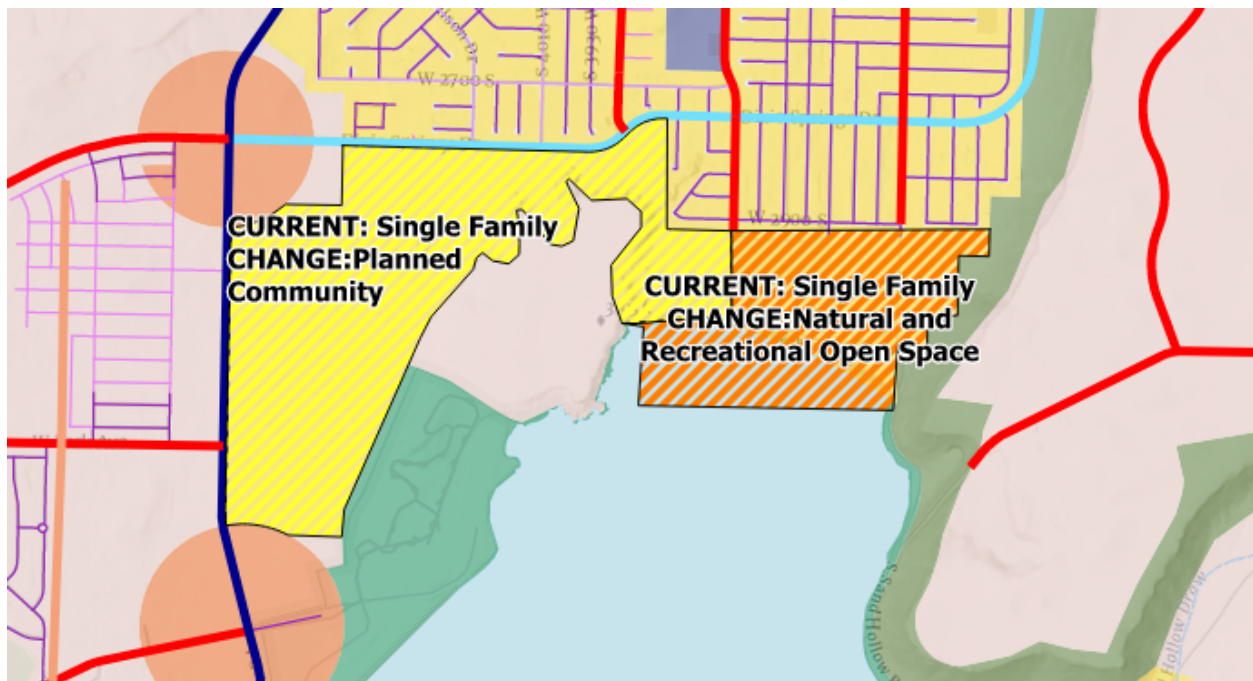
Reason: Matches the existing zoning in the area. Helps accomplish General Plan goals of “preserving agriculture”. This area was designated this way because it was seen as, with its proximity downtown and multiple schools and churches and with most utilities already in the area, an ideal place to encourage smaller scale single family developments. The City Council should consider its goals for this area and determine if this is the right approach to “preserving agriculture” as the General Plan intends.



Description: Changing the currently unmapped “Sand Mountain” area to Recreational Open Space.

Location: All of Sand Mountain from Sand Hollow State Park and Sand Hollow Resort to the Top of the World.

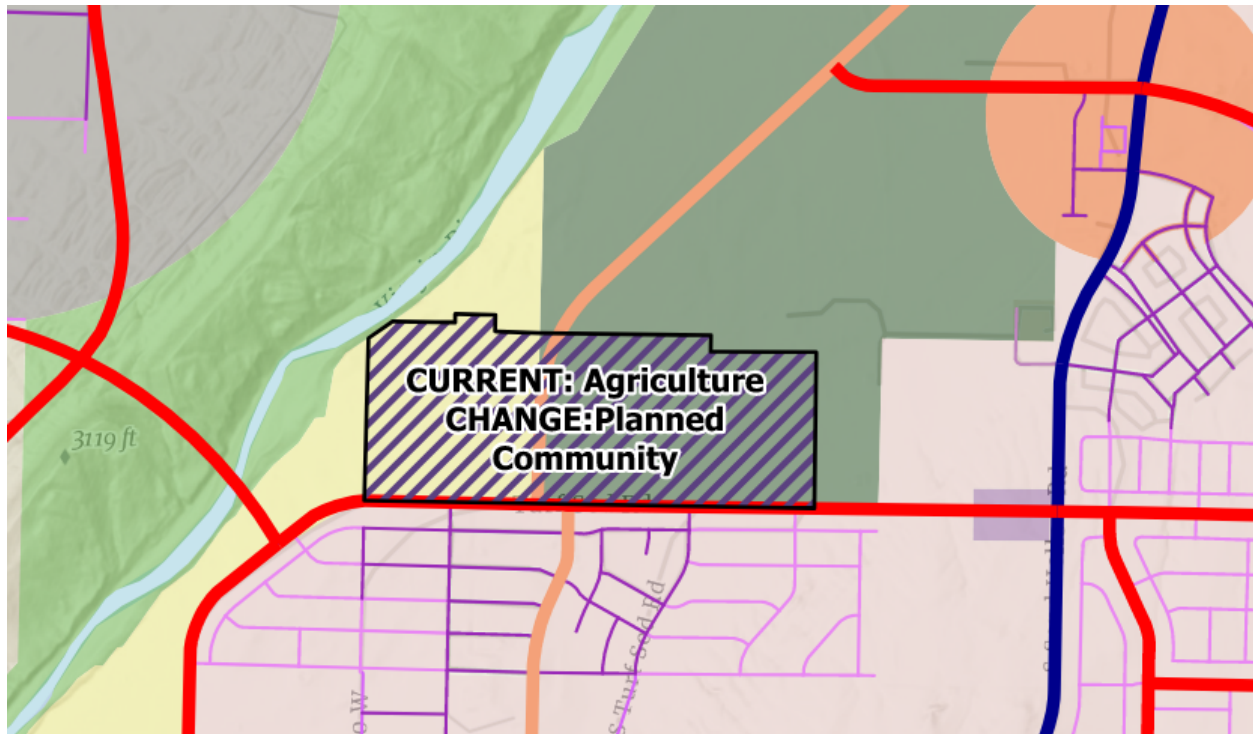
Reason: Sand Mountain is within Hurricane City’s annexation boundary. Sand Mountain is primarily owned by the Bureau of Land Management with 1200 acres of Utah Trust Lands Administration property and 80 acres of private property (of a total of approximately 17,000 acres). Staff do not believe that it is imminent that an annexation will occur however it has been deemed important for the City to symbolically make the statement that we believe Sand Mountain should be open for recreation uses in perpetuity.



Description: Changing the area south of Dixie Springs and north of Sand Hollow from Single Family to Planned Community and Natural and Recreational Open Space.

Location: South of Dixie Springs and north of Sand Hollow State Park.

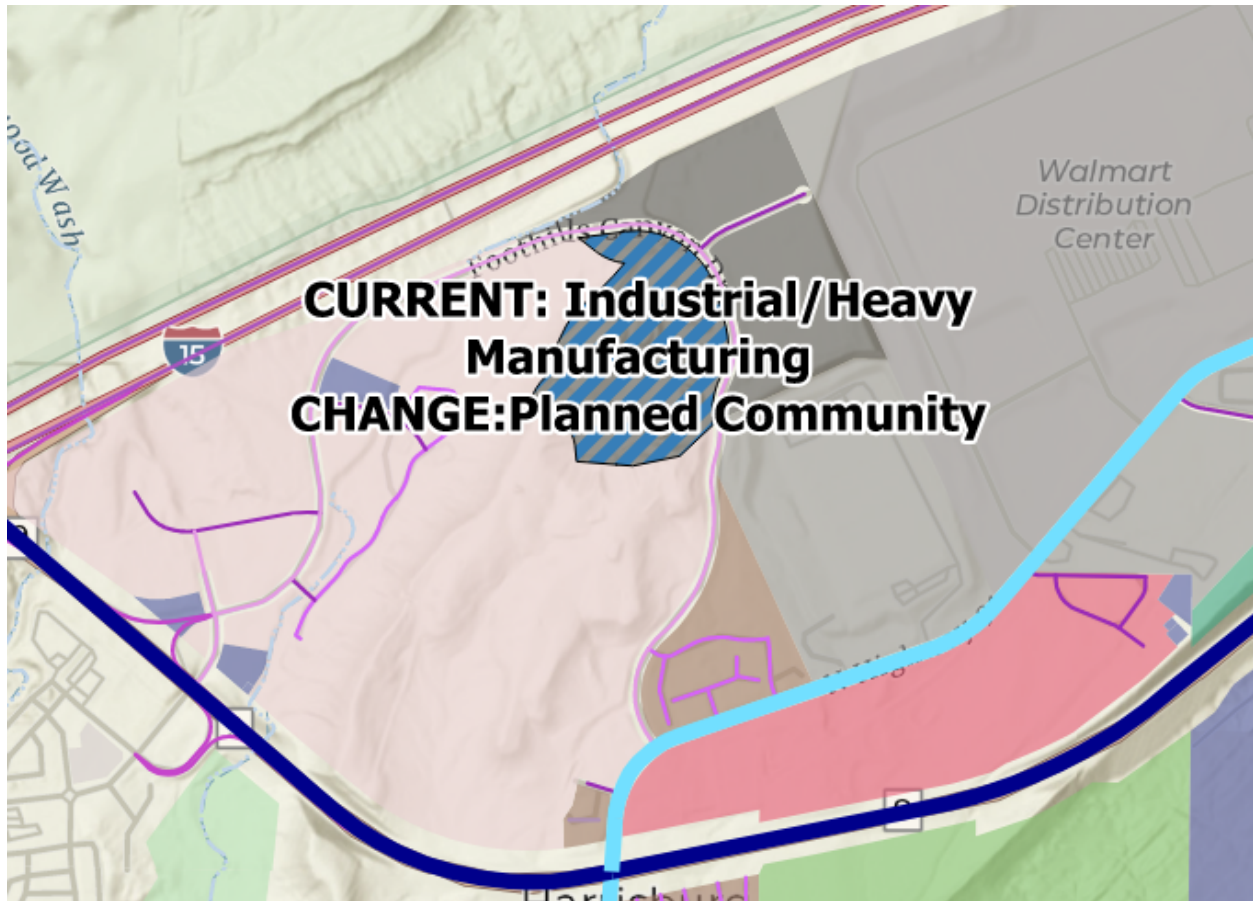
Reason: The east side of the change is a mapping error. This area consists of Dixie Springs Park and the North Dam, this is not an area for residential development. The west side of this change is proposed due to the possibility of commercial development along Sand Hollow Road. This property is owned by the Washington County Water Conservancy District and has been slated for possible development in the past.



Description: Changing property north of Turf Sod Road from Agricultural and Rural Residential to Planned Community.

Location: North of Turf Sod Road from Pecan Valley. West of Sand Hollow Road on Ash Creek's farm.

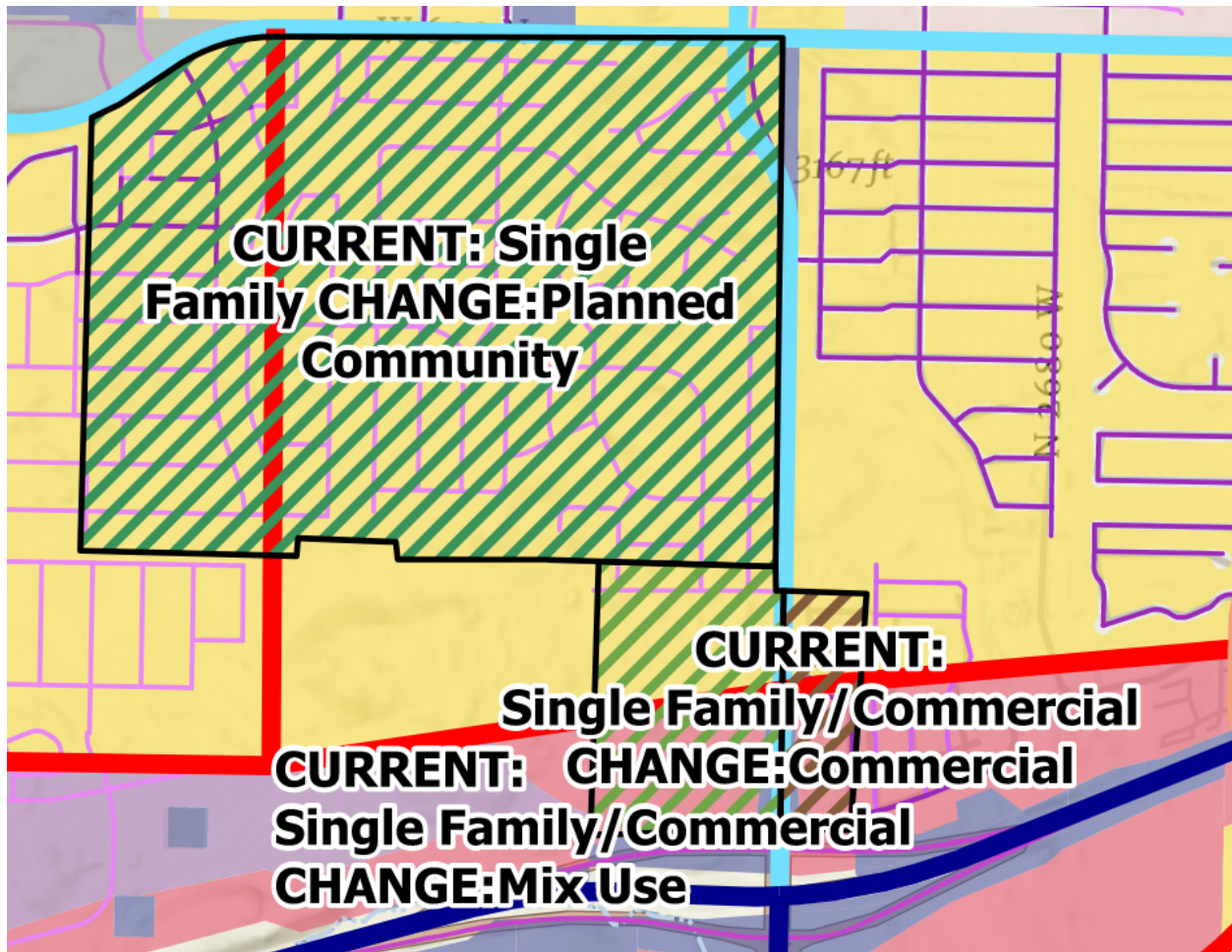
Reason: At the direction of Council from the September 19th City Council meeting, Planning staff reached out to Ash Creek Special Service District regarding future use of their property. They identified the highlighted area as an area they would like to provide employee housing in the future. This area is located along an established corridor in Turf Sod Road and is near existing residential developments. This would be a good location for this type of development. A zone change would still be required, however, this change to the General Plan Map will help facilitate this objective.



Description: Changing the current Sunroc gravel pit near the SR-9/I-15 interchange from "Industrial/Heavy Manufacturing" to "Planned Community".

Location: Along Foothills Canyon Road northeast of the State Liquor Store and across from Gilbert Development.

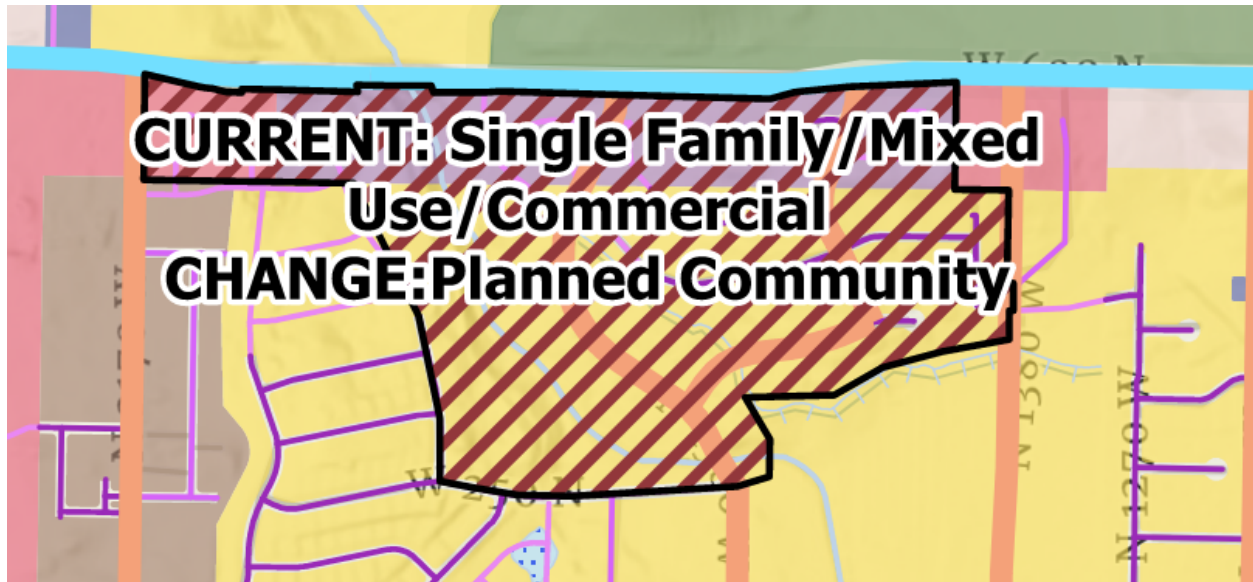
Reason: While this designation matches the current use of a gravel pit, it does not match the current zoning as part of the Coral Canyon PDO. This gravel pit use is projected to be completed in the coming months and will be developed as a mixed-use community as approved by zoning. A preliminary plat has been filed for the property which will be reviewed by the Planning Commission on November 14th.



Description: Changing the area along 2800 W from Single Family and Commercial to Planned Community and Mixed Use.

Location: South of 600 N. Mostly west of 2800 W. All the north side of the SR-9/SR-7 interchange.

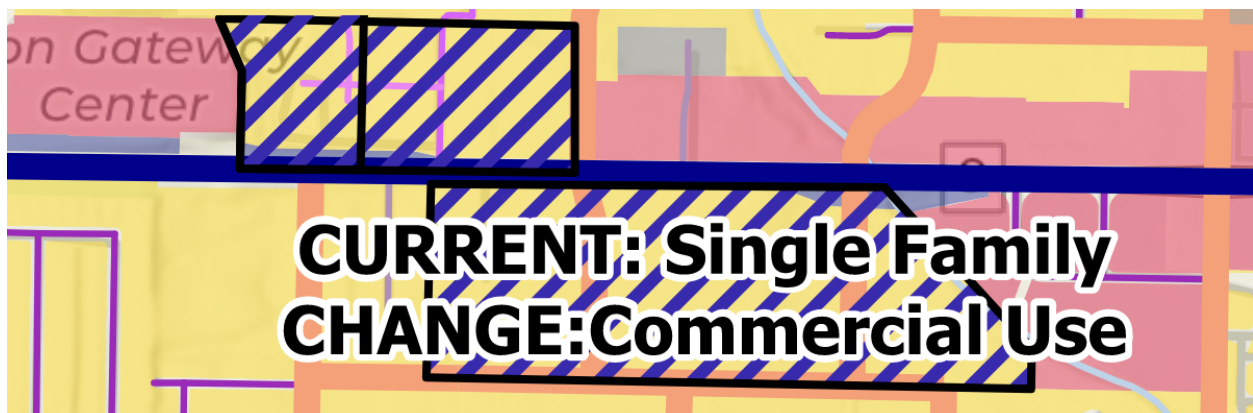
Reason: This change is to align this area with existing zoning. All developments in the north side of this area (Sky View, Sky Valley, Paraiso, Swiss Seven) have all received zone changes to R1-8 (PDO) and contain a mixture of housing types and uses. The southwest section of this change area is zoned Planned Commercial and is being changed to Mixed Use and is approved for a mixed-use development. The southeast section is mostly zoned commercial with a portion of the change area being zoned as part of Canyons RV, although the Council has discussed changing that zoning to commercial.



Description: Changing the area along 600 N near Gould's Wash from a mixture of designations to Planned Community.

Location: South of 600 N from 1380 W to 2170 W.

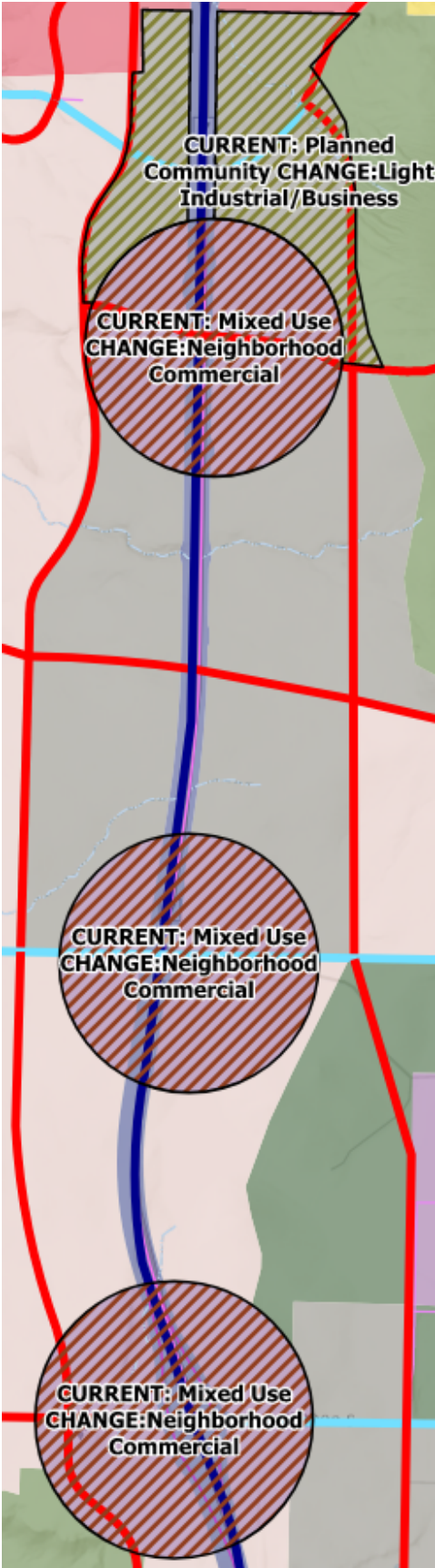
Reason: This change is to align this property with current zoning. All properties are zoned and being developed as residential developments.



Description: Changing the area along SR-9 between Gould's Wash and 1760 W from Single Family to Commercial.

Location: North side of SR-9 from 1580 W to the "Great Wall". South side of SR-9 from Gould's Wash to 1760 W.

Reason: Match current zoning of Highway Commercial for all properties.



Description: Increasing commercial and industrial designations along the SR-7 corridor.

Location: The Southern Parkway from just south of SR-9 to 3000 S.

Reason: The City Council and Mayor directed staff to make these changes to the map to encourage commercial and industrial development along the SR-7 corridor. As our existing industrial areas fill up, this area is the next best place for industrial and commercial development. There are no current zoning entitlements on this property and nearly all of it is owned by one property owner.

