



HURRICANE CITY UTAH

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

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

Power Board Meeting Agenda

7/6/2022

3:00 PM

Power Department Meeting Room – 526 W 600 N

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

AGENDA

1. Pledge of Allegiance
2. Prayer
3. Approval of Minutes from June 2022

STAFF REPORTS

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

OLD BUSINESS

1. AMI Update
2. Three Falls Substation Update
3. Solar Policy Update
4. 1150 West Alignment Study Update

NEW BUSINESS

1. Rocky Mountain Power Agreements Discussion
2. Power Rate Study Discussion
3. UAMPS Updates
 - A. Steel Solar 1A Agreement Discussion and Possible Recommendation for Approval
4. Budget





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1 The Hurricane City Power Board met on June 8, 2022, at 3:00 p.m. at the Clifton Wilson Substation on 526 W
2 600 N.

3
4 In attendance were Chairman Mac Hall, Joseph Prete, Charles Reeve, Dave Imlay, Scott Hughes, Brian
5 Anderson, Michael Ramirez, Jared Ross, Dayton Hall, and Crystal Wright.

6
7 Mac Hall welcomed everyone to the meeting; Dave Imlay led the Pledge of Allegiance and Charles Reeve
8 offered the prayer. Pam Humphries suggested one correction. Dave Imlay motioned to approve minutes from
9 the May 2022 meeting. Charles Reeve seconded the motion. All aye except for Pam Humphries who abstained
10 since she was absent from that meeting.

11
12 **Scott Hughes:** Scott Hughes provided an update on employees. It was reported last month that Trace
13 Torgersen had left, and we recently learned that Korde Chynoweth will also be leaving us. Both left for
14 employment with Garkane. We will be looking for a Journeyman to replace Korde.

15
16 **Brian Anderson:** Brian Anderson reported the 600 N Phase 2 project is complete. There are a few poles that
17 have been removed and are waiting for people to remove them. The crew cut in a vault at Moccasin Flats and
18 another vault on 920 West. The crew has started the Cordero Line Extension. They are waiting for concrete to
19 be delivered. It was discovered all the easements have not been procured by the developer so we may have to
20 wait until that's resolved to continue this project. Upcoming projects include: 600 North Transmission Project
21 Phase 3A, 1150 West 69KV/138KV Insulator Upgrade, 2800 West new line installation, and 600 North
22 Transmission Project Phase 3B.

23
24 **Michael Ramirez:** Trace Torgersen's position vacancy was on the Service Crew so he was tasked with finding a
25 replacement. The employee that was selected is Talmage Taylor. He just graduated from line school and
26 should be a good addition. Reported on keeping on top of all the updates with the subdivisions that are in the
27 queue and dealing with contractors. Dave Imlay asked when Korde Chynoweth's last day is. Scott Hughes
28 stated it will be the 16th.

29
30 **Jared Ross:** Reported on the generator prep and maintenance. At the Brentwood Substation they have
31 modified and installed buss on the T2 transformer. Pam Humphries asked what bussing is and there was a
32 discussion about the types of equipment that can be used. Dave Imlay pointed out how highly skilled our
33 employees were. We bought equipment to save money and they became proficient in using it. The Three Falls
34 Substation is currently under site excavation. Steel bids came in and have been awarded. Stoddard Steel will
35 provide the rectangular steel and Dis Tran Steel will provide the taper tubular. The zone change was approved
36 to Public Facilities for the property on 1150 West and 600 North for the 138KV/69KV substation. No timeline
37 for completion for this substation. Just doing prep work. Provided an update on the new gas generator. The
38 modeling was approved and submitted to UDAQ. Working with Trinity Consulting to keep that moving along.



Generator has been ordered with a two-month cancellation clause to allow us time to get the permit passed. If we get close to the two-month window and have not received the permit, we will cancel the generator. It's too risky to continue without the permit. Dave Imlay asked about lead time, and it is approximately one year. Pam Humphries asked if we had any plans to install additional generators in other locations. Dave Imlay reported there is a parcel out by the fairgrounds we should keep an eye on. It's not city property, but we donated a lot of money to help that area out with the understanding that we would get a chunk of it for that purpose.

Fiber Update: Scott Hughes reported that the City Council was not in favor of pursuing us taking on the fiber portion ourselves. We are no longer looking at moving in that direction. We are working on getting franchise agreements updated. Dayton Hall reported that we first must update the franchise ordinance and then we can put a form/agreement in place to get the franchise agreements resolved. Joseph Prete relayed the City Council wants to make sure fiber gets throughout the whole community and not just in the new subdivisions.

Franchise Update: Mac Hall asked about the Dixie REA franchise to see if we had made any progress. Scott Hughes reported he gave the existing agreement to Dayton Hall to start getting the ball rolling. Dave Imlay wanted to talk again about the employee skill level. We have well-rounded employees and with the recent loss of skilled employees we are running a bare bones crew. We cannot afford to continue to lose employees.

Solar Policy Discussion and Possible Decision: Scott Hughes gave a background as to some of the issues that we are having with multi-unit residences as well as code enforcement regarding gates or walls in front of utility meters. Discussion regarding the code. Mac Hall asked if everyone agreed to move forward with looking into some solutions for some sort of registry or pre-qualification for solar companies. Dayton Hall asked if the pre-qualified contractor information was listed in an ordinance or our city standard. We need to fine tune and update our grid-tied policy in conjunction with this.

AMI Discussion and Possible Decision: Mike Ramirez reported that the quotes between Eaton and Honeywell came back very close to the same as each other. After looking at both bids and the differences between recurring costs and meter costs, the recommendation to the Power Board is that we move forward with Honeywell unless there are any serious reservations from anyone on the board. Discussion ensued about the capabilities of AMI metering. Mac Hall suggested to pick the one that will be here long term and the one with the best customer service. Dave Imlay made a recommendation to move forward with Honeywell. Pam Humphries seconded the motion. Motion passed unanimously.

UAMPS: Dave Imlay asked a question about CRSP REC's. Scott Hughes provided an explanation on the value of the CRSP REC's. Scott Hughes reported he included information in the packets and unless there were questions, he wouldn't take the time for discussion. Dave Imlay suggested to keep a thumb on any potential geothermal opportunities. Mac Hall asked if there were any questions about any of the UAMPS information in the packet. Joseph Prete asked about the sustainability of reliable power this summer. Questioned if we're looking at blackouts this summer. Scott Hughes confirmed there can be outages any time for a multitude of reasons, however he has no concerns about it being a factor for this upcoming summer. Other areas of the country having issues may affect our rates, but as far as reliability of service he has no major concerns.

Budget: Scott Hughes reported that after the last meeting he has spent time looking into the specifics and details of the budget. We are currently in the red and looking at continuing high power market prices for this upcoming year. Mac Hall suggested to put together numbers based on projected prices in comparison with any reserves to get on top of rates. Discussion about various rate increase approaches and things being done by

85 other municipalities to combat high market power prices. The consensus of the Power Board is that they
86 would like us to stay on top of prices and adjust as necessary rather than look at a Power Cost Adjustment
87 (PCA) model. Mac Hall suggested to look at the reserve fund and price projections and make adjustments
88 immediately. Dave Imlay suggested using April Hill to help with this project if she is available. The Power Board
89 would like to see some rough studies in house to react with a rate increase more quickly. The suggestion made
90 is not to wait for an official rate study before acting. Dave Imlay said that the rolling blackouts could come into
91 play not necessarily because of system issues, but because power market rates make the cost to provide
92 power so it's not out of the realm of possibility that rolling blackouts could be used to help stabilize the power
93 fund as a last resort. Dave Imlay complimented the staff reports. Stated they were very well done.

94
95 The Power Board adjourned at 4:50 p.m. The next Power Board Meeting is scheduled for July 6, 2022, at 3:00
96 p.m.
97

DRAFT

DRAFT

**STEEL 1(A) SOLAR PROJECT
FIRM POWER SUPPLY AGREEMENT
AMENDED AND RESTATED TRANSACTION SCHEDULE**

This Amended and Restated Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Amended and Restated Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Hurricane City

ENTITLEMENT SHARE: 6.46%

SUPPLIER: Steel Solar, LLC (the “Steel Solar Project”)

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and Steel Solar, LLC for the Steel 1(A) Solar Resource (the “Original PPA”) was executed on November 18, 2020 and that certain amendment to the Original PPA dated as of February 16, 2022 (“Amendment”). The Original PPA, as amended by the Amendment, was amended, restated and executed by UAMPS and Steel Solar, LLC on June 23, 2022 (the “Amended PPA”). The Amended PPA becomes effective upon UAMPS obtaining member governing body approvals. UAMPS anticipates satisfying this condition within 90 days of executing the Amended PPA. The Scheduled Commercial Operation Date (“COD”) is September 30, 2023. The COD may not occur earlier than March 31, 2023 but not later than March 31, 2024.

TERM: A 25-year delivery term commencing on COD. The Amended PPA will become effective upon UAMPS satisfying the condition precedent identified above.

AMOUNT: 2,584 kW and associated Environmental Attributes (“Entitlement Share”)

PRICE: \$34.66 per MWH

OTHER
PROVISIONS:

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the Amended PPA and will delivery to the Purchaser its Entitlement Share of the Steel 1(A) Solar Resource. The Steel 1(A) Solar Resource is to be constructed as a 40 MW solar photovoltaic generation facility located in Box Elder County, Utah.

- Transmission:*** UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.
- Administration:*** UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.
- Buyout Options:*** Under the Amended PPA, UAMPS has the ability to buy the Steel 1(A) Solar Resource from Steel Solar, LLC at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Steel 1(A) Solar Resource.
- Step-Up Obligation:***
- (1) In the event of a default by one of the Purchasers, UAMPS shall immediately allocate all of the defaulting Purchaser's Entitlement Share among the nondefaulting Purchasers, pro rata on the basis of their then-current Entitlement Shares, which shall remain in effect only until the completion of the procedures provided herein. UAMPS shall provide written notice to the nondefaulting Purchasers of the initial allocation of the defaulting Purchaser's Entitlement Share which notice shall (A) set forth the date of the initial allocation, (B) include a revised Schedule I showing the increased Entitlement Shares as a result of such allocation, (C) direct each of the nondefaulting Purchasers to make an election pursuant to subparagraph (2) below, and (D) set forth the date by which each of the nondefaulting Purchasers must notify UAMPS of such election. The initial allocation of the defaulting Purchaser's Entitlement Share and the increased Entitlement Shares of the nondefaulting Purchasers 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 herein. During such period, each of the nondefaulting Purchasers shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share as a result of such allocation.
 - (2) Within sixty days after the initial allocation of the defaulting Purchaser's Entitlement Share, each nondefaulting Purchaser shall notify UAMPS in writing of its election to: (A) retain all of its initial allocation of the defaulting Purchaser's Entitlement Share; or (B) retain none or less than all of such allocation. Any Purchaser that elects to retain all of its initial allocation of the defaulting Purchaser's Entitlement Share shall be deemed to have fully satisfied its step-up obligations and shall not thereafter be required to accept any additional allocation of the defaulting Purchaser's Entitlement Share; *provided*

that any such nondefaulting Purchaser may give notice to UAMPS of its request to acquire additional amounts of the defaulting Purchaser's Entitlement Share as may be available.

- (3) Within thirty days after its receipt of the elections of all nondefaulting Purchasers pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Purchasers have elected to retain all of the defaulting Purchaser's Entitlement Share. In the event that one or more of the nondefaulting Purchaser's elected to retain less than all of the initial allocations of the defaulting Purchaser's Entitlement Share, UAMPS shall reallocate the remaining amounts of the defaulting Purchaser's Entitlement Share proportionally among those nondefaulting Purchasers that have requested additional amounts of the defaulting Purchaser's Entitlement Share. To the extent that any part of the defaulting Purchaser's Entitlement Share is then unallocated, UAMPS shall next reallocate the remaining portion of the defaulting Purchaser's Entitlement Share proportionally among those Purchasers 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 Purchasers in effect immediately prior to the defaulting Purchaser's default.
- (4) In no event shall the final allocation of a defaulting Purchaser's Entitlement Share pursuant to subparagraph (3) (or the total of all such allocations in the event of multiple Purchasers' defaults) cause any nondefaulting Purchaser's Entitlement Share to increase by more than 25% over its "Adjusted Entitlement Share" without such Purchaser's consent. The "Adjusted Entitlement Share" is the Purchaser's Entitlement Share shown on Schedule I on and as of the Effective Date.
- (5) UAMPS shall deliver, promptly after making the determinations and reallocations required by subparagraphs (1-4), a notice to the nondefaulting Purchasers which notice shall (A) set forth the final allocation of the defaulting Purchaser's Entitlement Share pursuant to subparagraph (3), and the effective date of the final allocation, and (B) include a revised Schedule I showing the revised Entitlement Shares of the nondefaulting Purchasers upon the final allocation pursuant to subparagraph (3). The Entitlement Shares shown on such revised Schedule I shall thereafter be the Entitlement Shares of the nondefaulting Purchasers.
- (6) Any portion of the Entitlement Share of a defaulting Purchaser allocated or reallocated to a nondefaulting Purchaser pursuant to this paragraph (b) shall become a part of and shall be added to the Entitlement Share of the nondefaulting Purchaser, and from and after the date of such transfer the nondefaulting Purchaser shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Transaction Schedule. The defaulting Purchaser shall remain liable to UAMPS and the nondefaulting Purchasers for

costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Purchaser's Entitlement Share provided for herein.

- (7) If, as a result of the limitation stated in subparagraph (4) above, any portion of a defaulting Purchaser's Entitlement Share remains unallocated or upon the request of any nondefaulting Purchaser, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of the unallocated or designated Entitlement Share. The defaulting Purchaser shall be liable for the costs, fees and expenses incurred by UAMPS in connection with any such sale, disposition or remedial action.

Other:

Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to the Amended PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this _____ day of _____, 2022.

HURRICANE CITY

By:_____

Title:_____

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By:_____

Title:_____

Schedule I

MEMBER	KW AMOUNT 40,000	ENTITLEMENT %
Blanding	646	1.62%
Bountiful	6,459	16.15%
Fairview	129	0.32%
Fillmore	388	0.97%
Heber	6,459	16.15%
Hurricane	2,584	6.46%
Hyrum	2,584	6.46%
Lehi	10,000	25.00%
Mt. Pleasant	388	0.97%
Paragonah	50	0.13%
Payson	3,877	9.69%
Price	3,500	8.75%
Santa Clara	1,000	2.50%
SUVESD	646	1.62%
Washington	1,292	3.23%
TOTAL	40,000	100.00%

DRAFT

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE STEEL SOLAR 1A PROJECT AMENDED AND RESTATED TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

WHEREAS, Hurricane City (the “*Member*”) owns and operates a utility system for the provision of electric energy to its residents and others (the “*System*”) and 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 dated as of March 20, 2009, as amended (the “*Joint Action Agreement*”);

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Steel Solar 1A Project, a forty (40) megawatt (MW) solar photovoltaic generation facility to be located in Box Elder County, Utah, on behalf of its members and is now prepared to enter into a twenty-five (25) year amended and restated power purchase agreement with Steel Solar LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Steel Solar 1A Amended and Restated Transaction Schedule (“*Amended and Restated Transaction Schedule*”) attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hurricane City as follows:

Section 1. Authorization of Steel Solar 1A Amended and Restated Transaction Schedule. The Amended and Restated Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Amended and Restated Transaction Schedule on behalf of the Member. Promptly upon its execution, the Amended and Restated Transaction Schedule shall be filed in the official records of the Member.

Section 2. Other Actions. The Mayor, City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out,

give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Amended and Restated Transaction Schedule and the performance thereof.

Section 3. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) 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.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this _____ day of _____, 2022.

HURRICANE CITY

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

[SEAL].

COMPLETED

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A POWER
SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS;
AND RELATED MATTERS.

WHEREAS, Hurricane City, Utah (the "*Member*") owns and operates a utility system for the provision of electric energy to its residents and others (the "*System*") and 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 dated as of February 17, 1999 (the "*Joint Action Agreement*");

WHEREAS, the Member now purchases all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, firm transactions may be advantageously utilized by the Member to manage costs of acquiring bulk supplies of electric power and energy to meet the requirements of the consumers served by the System and UAMPS has offered to enter into a Master Firm Power Supply Agreement (the "*Power Supply Agreement*") with the Member pursuant to which UAMPS and the Member may from time to time enter into various firm transactions for the purchase and sale of firm supplies of electric power and energy; and

WHEREAS, the Member now desires to authorize and approve the Power Supply Agreement and to delegate authority to the Member's Representative to UAMPS (the "*Member Representative*") to enter into firm power supply transactions from time to time with UAMPS thereunder, subject to the parameters set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hurricane City, Utah as follows:

Section 1. Execution, Delivery and Filing of the Power Supply Agreement. The Power Supply Agreement, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Supply Agreement on behalf of the Member, and the City Recorder is hereby authorized, empowered and directed to attest, countersign and affix the corporate seal of the Member to the Power Supply Agreement, with such changes to the Power Supply Agreement from the form attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Power Supply Agreement shall be filed in the official records of the Member.

Section 2. Authorization of Transactions and Transaction Schedules. The Member Representative is hereby authorized to enter into one or more Transactions with UAMPS pursuant to the provisions of the Power Supply Agreement and to execute on behalf of the City one or more Transaction Schedules reflecting such Transactions. This authorization shall extend to all Transactions which, in the aggregate, (i) provide a quantity of electric power energy that does not exceed the Member's anticipated requirements for the period covered by the Transaction or Transactions (such anticipated requirements being as determined by the Member Representative based upon the operating history of the System) and (ii) are reasonably anticipated to require payments by the Member in each year not exceeding the budgeted power supply costs of the System for the fiscal year in which such Transaction or Transactions are entered into by the Member. All other Transactions shall require the prior approval of the City Council.

Section 3. Other Actions with Respect to the Joint Action Agreement. The Mayor, the City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Power Supply Agreement and the performance thereof.

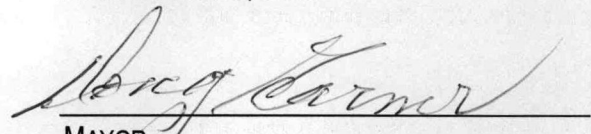
Section 4. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) 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.

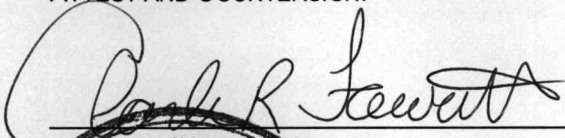
(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this _____ day of _____, 1999.

HURRICANE CITY, UTAH


MAYOR

ATTEST AND COUNTERSIGN:





COMPLETED

MASTER FIRM POWER SUPPLY AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
HURRICANE CITY

This Master Firm Power Supply Agreement (this "Agreement"), is made and entered into as of June 16, 1999, between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah ("UAMPS"), and Hurricane City, a municipal corporation of the State of Utah and a member of UAMPS (the "Purchaser"). UAMPS and the Purchaser are referred to collectively herein as the "Parties" and individually as a "Party".

RECITALS:

UAMPS has been organized under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act") and the Utah Associated Municipal Power Systems Agreement for Joint and Cooperative Action, as amended and restated from time to time (the "Joint Action Agreement"), for the certain purposes, including acquiring reliable and economic supplies of electric power and energy for the benefit of the public agencies that are the parties to the Joint Action Agreement (the "Members"); and

UAMPS and the Purchaser desire to enter into this Agreement to set forth the terms and conditions upon which UAMPS will sell and the Purchaser will purchase firm power and energy from certain sources as provided herein.

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 1 – DEFINITIONS AND CONSTRUCTION

1.1 Capitalized terms used in this Agreement shall have the meanings assigned to such terms herein and the following terms shall have the following meanings:

“Board” means the Board of Directors of UAMPS.

“Entitlement Share” means, with respect to each Transaction, the percentage obtained by dividing the electric capacity sold to the Purchaser hereunder (as listed on the applicable Transaction Confirmation) by the total electric capacity purchased by UAMPS under the related Firm Agreement.

“Firm Agreement” means an agreement entered into by UAMPS pursuant to this Agreement for the purchase of firm supplies of electric power and energy.

“Point of Delivery” means the point of delivery of all power and energy delivered to Purchaser by UAMPS under this Agreement, which point shall be the same as the point of delivery under the Transmission Agreement.

“Pooling Agreement” means the Power Pooling Agreement between UAMPS and the Purchaser including all appendices and schedules attached thereto, as supplemented and amended from time to time.

“Transaction” means a firm power purchase and sale transaction between UAMPS and the Purchaser pursuant to this Agreement, as set forth on a Transaction Schedule.

“Transaction Schedule” means a written schedule setting forth the specific terms of a Transaction, in substantially the form attached hereto as Exhibit 1.

“Transmission Agreement” means any transmission agreement or tariff utilized by UAMPS for the transmission of power and energy from UAMPS’ point of receipt under a Firm Agreement to the Purchaser’s Point of Delivery.

1.2 The words “hereunder,” “herein,” “hereto” and similar words refer to this Agreement and references to Sections refer to the Sections of this Agreement.

1.3 This Agreement is entered into pursuant to the authority contained in the Act and in furtherance of the provisions of the Joint Action Agreement. This Agreement shall be construed in accordance with the provisions of the Act and the laws of the State of Utah.

SECTION 2 – TERM AND TERMINATION

2.1 This Agreement shall be effective on and as of the date first written above and, subject to the provisions of Section 2.3, the purchase and sale obligations of the Parties hereunder shall remain in full force and effect through the latest of (1) the date of the termination of the Joint Action Agreement, (2) ninety (90) days following notice of an election by either party to terminate this Agreement as provided in Section 2.2, and (3) March 31, 2049.

2.2 So long as no Transaction Schedule is then in effect, either Party may terminate its purchase or sale obligations under this Agreement by giving at least 90 days' written notice to the other Party of its election to terminate this Agreement.

2.3 Upon the expiration or termination of purchase and sale obligations of the Parties under this Agreement, this Agreement shall remain in effect for a period of 90 days for the limited purpose of any necessary winding-up arrangements, including the payment of any amounts owed to UAMPS by the Purchaser for services previously rendered hereunder.

SECTION 3 – REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warrants to the other Party that (1) it possesses all legal power and authority necessary on its part to enter into this Agreement and each Transaction Schedule and to perform its obligations hereunder and thereunder, and (2) this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms. Upon the request of the other Party, each Party agrees that it will provide such certificates and legal opinions as may be reasonably necessary to confirm the foregoing representations and warranties with respect to any Transaction

SECTION 4 – INITIAL TRANSACTION; FORMATION OF ADDITIONAL TRANSACTIONS

4.1 UAMPS has previously entered into (1) an Agreement for Supply of Power and Energy dated as of February 10, 1988 (the "Idaho Power Agreement") with the Idaho Power Company ("IPC") providing for the purchase of firm power and energy by UAMPS, and (2) Idaho Power Supply Agreements (the "Idaho Supply Agreements") with certain of the Members providing for the sale by UAMPS of all of the power and energy purchased by it under the Idaho Power Agreement. UAMPS is now engaged in negotiations with IPC regarding the terms of future firm power and energy purchases from IPC under the Idaho Power Agreement.

4.2 In the event that the Purchaser is one of the Members that has previously entered into an Idaho Supply Agreement with UAMPS, (1) the Idaho Power Agreement, as amended or supplemented as a result of such negotiations, shall constitute a Firm Agreement under this Agreement and (2) this Agreement and Transaction Schedule IPC shall be attached hereto, from and after the effective date thereof, supersede and replace in all respects the Idaho Supply Agreement between the Parties.

4.3 During the term of this Agreement, UAMPS will monitor the Members' requirements for firm supplies of power and energy and will seek to identify prospective suppliers for such requirements. UAMPS will from time to time notify the Purchaser, all other Members that have entered into firm power supply agreements comparable to this Agreement

and the appropriate committee of the Board of potential firm power supply transactions. Upon the request of the Purchaser, UAMPS will use its best efforts to negotiate and enter into additional Firm Agreements for the benefit of the Purchaser and any other requesting Members of UAMPS. Prior to the effective date of any additional Firm Agreement, UAMPS will provide to the Purchaser and to any other requesting Members the proposed terms of the Firm Agreement and Transaction Schedule, together with such additional information as UAMPS shall deem necessary or desirable.

4.4 This Agreement and each Transaction Schedule entered into by the Parties hereunder shall be read and construed as a single instrument governing a particular Transaction. In the event of any discrepancy between the provisions of this Agreement and of any Transaction Schedule, the provisions of the Transaction Schedule shall control.

SECTION 5 – PURCHASE AND SALE OF CAPACITY AND ENERGY

5.1 UAMPS shall use its best efforts to schedule for the account of the Purchaser the total capacity and associated energy from each Transaction and will use its best efforts to cause such capacity and energy to be delivered to the Purchaser at the Point of Delivery pursuant to the Transmission Agreement. The Purchaser agrees that UAMPS shall have no obligation to provide power and energy to the Purchaser under this Agreement if UAMPS is prevented from providing power and energy due to a failure to perform by the other party to a Firm Agreement, the lack of available transmission capacity or other forces beyond the control of UAMPS.

5.2 In the event that UAMPS is unable for any reason to schedule the full amount of capacity and associated energy under any Firm Agreement (whether as a result of a failure to perform by the other party under the Firm Agreement, interruptions in transmission under the Transmission Agreement or otherwise), UAMPS shall schedule for the account of the Purchaser the amount of capacity equal to the product of the Purchaser's Entitlement Share and the amount of capacity actually available to UAMPS under the affected Firm Agreement.

5.3 The Purchaser shall take and pay for all capacity and energy scheduled for its account by UAMPS pursuant to this Agreement.

SECTION 6 – OPERATING AND SCHEDULING PROCEDURES

6.1 UAMPS shall schedule all power and energy under this Agreement in accordance with its operating and scheduling procedures as approved by the Board and in effect from time to time. UAMPS shall use its best efforts to ensure that such operating and scheduling procedures, to the extent practicable, promote the efficient and economic utilization of all power and energy from each Firm Agreement for the benefit of all of the Members that have entered into a related Transaction. UAMPS shall provide timely written notice to the Purchaser of any changes in the operating and scheduling procedures.

6.2 All power and energy available to the Purchaser as a result of any Transaction shall be assigned to the UAMPS Pool Project pursuant to the Pooling Agreement.

SECTION 7 - AMOUNTS TO BE PAID BY PURCHASER

7.1 The Purchaser shall pay UAMPS for all power and energy scheduled with respect to each Transaction under this Agreement an amount equal to the sum of (1) the charges for all capacity and energy, as set forth on the applicable Transaction Schedule, scheduled for the Purchaser by UAMPS, (2) the charges for transmission of such power and energy to the Point of Delivery under the terms of the Transmission Agreement, pursuant to such methodology as shall be approved from time to time by the Board, and (3) the product of the Purchaser's Entitlement Share and such other costs and expenses of UAMPS related to a Firm Agreement, the Transmission Agreement or otherwise, as determined from time to time by the Board.

7.2 All expenses charged to or incurred by UAMPS as a result of the specific Firm Agreement, the Transmission Agreement, or any other costs, administration or otherwise, which are not satisfied by the revenue under Section 7.1 above, shall be billed to the Purchaser by multiplying such unsatisfied expenses by the Purchaser's Entitlement Share for the applicable Transaction.

7.3 The amount of power and energy purchased by the Purchaser under Section 7.1 shall be determined in accordance with UAMPS' operating and scheduling procedures, as approved by the Board and in effect from time to time.

7.4 The Purchaser shall notify UAMPS in writing of its order and priority of resources and of any changes thereto. UAMPS shall have the right to verify such resources and shall notify Purchaser of each verification or denial of a resource as soon as possible.

SECTION 8 - PAYMENTS AND SETTLEMENTS

8.1 Amounts owed by the Purchaser to UAMPS in respect of each Transaction shall be billed to the Purchaser and shall be payable by the Purchaser at the times and in the manner provided in UAMPS' prevailing billing procedures and billing period. Such billing procedures and billing period may be changed from time to time by the Board. The initial billing period under this Agreement shall be a calendar month and for so long as such billing period is in effect, (1) all payments due UAMPS hereunder shall be billed to the Purchaser by the 25th day of the month following the billing period, and (2) all payments shall be due and payable at UAMPS office by the 15th day of the following month.

8.2 If payment in full of an amount due from the Purchaser pursuant to this Agreement is not made on or before the close of business on the due date of such payment, a

delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Purchaser. If said due date is Saturday, Sunday or a legal holiday in the State of Utah, the next following business day shall be the last day on which payment may be made without the addition of the delayed-payment charge.

8.3 In the event of any dispute as to any portion of any amount due from the Purchaser to UAMPS pursuant to this Agreement, the Purchaser 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 bill was submitted. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. The Board shall give consideration to such dispute and shall advise the Purchaser with regard to its position relative thereto within forty (40) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount paid shall be accounted for on the statement next submitted to the Purchaser after such determination.

8.4 All payments made by the Purchaser pursuant to this Agreement shall constitute a cost of purchased electric capacity and energy and an operating and maintenance expense of its electric system and UAMPS shall be entitled, in the event of any non-payment by the Purchaser of any amounts due under this Agreement, to all of the rights and remedies of any other unpaid supplier of goods and services for use in the operation and maintenance of the Purchaser's electric system.

8.5 The obligation of the Purchaser to make the payments provided for in this Agreement shall be limited to the revenues and available reserves of the electric system of the Purchaser. In no event shall the payment obligations of the Purchaser under this Agreement be deemed to constitute an indebtedness or liability of the Purchaser within the meaning of any applicable constitutional or statutory limitation or restriction and the Purchaser shall not be obligated to levy any taxes, general or special, for the purpose of paying to UAMPS, or to any assignee of UAMPS, any sum due under this Agreement.

SECTION 9 – GENERAL PROVISIONS

9.1 Either Party shall have the right, at all reasonable times, to review and audit the books, records and documents of the other Party, directly pertaining to the billings and power delivery data required to administer this Agreement. Information obtained by either Party's representatives in examining the other Party's applicable records to verify such billings and power delivery data shall not be disclosed to third parties without prior written consent of the audited Party.

9.2 UAMPS hereby classifies this Agreement, each Firm Agreement and each Transaction Schedule hereunder, and all books, records and data relating hereto, as "protected records" within the meaning of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated 1953, as amended ("GRAMA"), and its policies thereunder. Such classification is based upon, among other things, the provisions of Section 63-2-304(3) and (4), Utah Code Annotated 1953, as amended, and the immediate and substantial financial and commercial harm that would be suffered by UAMPS as a result of the disclosure of such information to actual or potential competitors. The Purchaser agrees that this Agreement, each Firm Agreement and each Transaction Schedule, and all books, records and data relating hereto contain sensitive commercial information, the disclosure of which to actual or potential competitors will cause immediate and substantial financial and commercial harm to the UAMPS and the Purchaser, but has not classified this Agreement or any of the documents and records relating to this Agreement as a "protected record" under GRAMA. The Purchaser agrees that it will use its best efforts, to the extent permitted by GRAMA, to avoid disclosing to any person the commercial information contained in this Agreement, each Firm Agreement and each Transaction Schedule hereunder, and all books, records and data relating hereto. In the event that the Purchaser receives a request for disclosure of the material described in this section, the Purchaser agrees that it shall use its best efforts to immediately notify UAMPS and afford UAMPS the opportunity to contest any disclosure of the same.

9.3 A waiver at any time by a Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right hereunder shall be deemed a waiver of such right.

9.4 Any notice or demand by the Purchaser to UAMPS under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to UAMPS at its principal office or if telecopied to UAMPS with receipt confirmed, followed by a written copy of such notice or demand mailed to UAMPS postage prepaid; any notice or demand by UAMPS to the Purchaser under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to the Purchaser's Representative at his address on file with UAMPS or if telecopied to the Purchaser's Representative with receipt confirmed, followed by a written copy of such notice or demand mailed to the Purchaser's Representative postage prepaid. The designations of the name and the address to which any such notice or demand is directed above may be changed from time to time by either Party by giving written notice as provided above.

9.5 The Purchaser may not assign or transfer this Agreement or its any of its rights hereunder, nor may it sell, assign or dispose of all or any portion of its Entitlement Share without first obtaining the written approval of UAMPS.

9.6 This Agreement shall not be construed to require either Party to provide or purchase power and energy from any other agreement, other than this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers as of the date first above written.

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By: *William C. Cutler*
Chairman

[SEAL]

COUNTERSIGN AND ATTEST:

Jacqueline M. Hall
Secretary



COUNTERSIGN AND ATTEST:

Laird R. Lawrence
City Recorder

HURRICANE CITY

By: *Henry Turner*
Mayor

EXHIBIT 1

FORM OF TRANSACTION SCHEDULE

Firm Agreement:	_____
Effective Date:	_____
Term:	_____
Type of Delivery:	Firm Capacity and Energy
Total Capacity and Energy:	_____
Price:	\$ ____/MW; \$ ____/MWh
Purchaser's Entitlement Share:	_____

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By _____

HURRICANE CITY

By _____

EXHIBIT 1

PPM ENERGY TRANSACTION SCHEDULE

Agreement: Long-Term Power Purchase and Exchange Agreement
(Wind Power) made between PPM Energy, Inc. and
UAMPS dated as of January 9, 2004

Project: Wind turbine electrical generation facility located
in Uinta County, Wyoming

Purchase's Entitlement Share: 1,000 kW

Product: A quantity of energy measured in kWH, equal to
the Metered Output delivered to the Project Delivery Point
multiplied by a percentage equal to the result of (a)
purchaser's entitlement share, divided by (b) the total
Installed Capacity of the Project that delivers energy to
the Project Delivery Point

Term: 25 Years (commencing on the Commercial Operation
Date and extending for 25 years)

Rate: \$48.11 per MWH for all Purchased Energy plus all
associated UAMPS Administrative Costs as approved by
the Board of Directors

HURRICANE CITY

By Thomas B. Smith

Date 12/04/03

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By Jael Coons

Date 1-9-04

RECEIVED

DEC 10 2003

U.A.M.P.S.

**REVISED EXHIBIT 1
IDACORP TRANSACTION SCHEDULE**

Firm Agreement:	Western System Power Pool Agreement ("WSPP Agreement") dated July 1, 2001 and related Transaction Confirmation between IDACORP Energy, LP and UAMPS dated December 19, 2001 and any Credit Support Annex under the WSPP Agreement
Purchaser's Entitlement Share:	2.2708% of the attached schedule
Term:	January 1, 2003 to December 31, 2007
Type of Delivery:	Firm Capacity and Energy
Rate:	The rate will be the same as that in the above referenced Transaction Confirmation or as otherwise determined by the Board of Directors and associated UAMPS administrative costs as approved by the Board of Directors.

HURRICANE CITY

By Max J Hall UAMP's Rep
Date 3-31-03

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By Jerel Coombs
Date 3-28-03

RECEIVED
APR 3 2003
U.A.M.P.S.

Firm Power Project - IDACORP Energy

Original UAMPS IPC Participants

MW per Hour

Month	Light Load or Heavy Load	Year 2002	Year 2003	Years 2004-2007
January	LLH		Same as	23
	HLH		2002 Schedule	45
February	LLH		Same as	18
	HLH		2002 Schedule	35
March	LLH		Same as	18
	HLH		2002 Schedule	35
April	LLH		Same as	18
	HLH		2002 Schedule	40
May	LLH		Same as	21
	HLH		2002 Schedule	50
June	LLH		Same as	25
	HLH		2002 Schedule	59
July	LLH		Same as	42
	HLH		2002 Schedule	74
August	LLH		Same as	42
	HLH		2002 Schedule	74
September	LLH		Same as	29
	HLH		2002 Schedule	64
October	LLH		Same as	22
	HLH		2002 Schedule	42
November	LLH		Same as	21
	HLH		2002 Schedule	38
December	LLH		Same as	31
	HLH		2002 Schedule	53

* Energy supplied per current contract through December 2002.

EXHIBIT 1a

IDACORP TRANSACTION SCHEDULE

Firm Agreement:	Western System Power Pool Agreement ("WSPP Agreement") dated July 1, 2001 and related Transaction Confirmation between IDACORP Energy, LP and UAMPS dated December 19, 2001 and any Credit Support Annex under the WSPP Agreement
Purchaser's Entitlement Share:	4.65% of the attached schedule
Term:	July 1, 2002 to December 31, 2007
Type of Delivery:	Firm Capacity and Energy
Rate:	\$37.98 per MWH as referenced in the above Transaction Confirmation or as otherwise determined by the Board of Directors and associated UAMPS administrative costs as approved by the Board of Directors.

HURRICANE CITY

By *[Signature]*
Date 12/27/01

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By *[Signature]*
Date 1-4-02

Firm Power Project - IDACORP Energy

Additional Allocation (formerly Washington City)

MW per Hour

Month	Light Load or Heavy Load	Year 2002	Year 2003	Years 2004-2007
January	LLH		6	6
	HLH		6	6
February	LLH		6	6
	HLH		6	6
March	LLH		6	6
	HLH		6	6
April	LLH		6	6
	HLH		10	10
May	LLH		8	8
	HLH		10	10
June	LLH		9	9
	HLH		11	11
July	LLH	12	12	12
	HLH	13	13	11
August	LLH	12	12	12
	HLH	13	13	11
September	LLH	10	10	10
	HLH	11	11	11
October	LLH	7	7	7
	HLH	9	9	9
November	LLH	8	8	8
	HLH	8	8	8
December	LLH	8	8	8
	HLH	8	8	8

* Energy supplied per current contract through June 2002.

EXHIBIT 1

IDACORP TRANSACTION SCHEDULE

Firm Agreement:

Western System Power Pool Agreement ("WSPP Agreement") dated July 1, 2001 and related Transaction Confirmation between IDACORP Energy, LP and UAMPS dated December 19, 2001 and any Credit Support Annex under the WSPP Agreement

Purchaser's Entitlement Share:

2.27% of the attached schedule

Term:

January 1, 2003 to December 31, 2007

Type of Delivery:

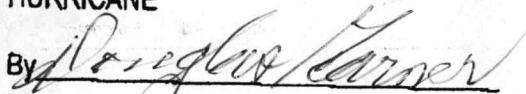
Firm Capacity and Energy

Rate:

The rate will be the same as that in the above referenced Transaction Confirmation or as otherwise determined by the Board of Directors and associated UAMPS administrative costs as approved by the Board of Directors.

HURRICANE

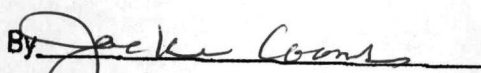
By



Date

12-7-01UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By



Date

12-21-01

Firm Power Project - IDACORP Energy

Original UAMPS IPC Participants

MW per Hour

Month	Light Load or Heavy Load	Year 2002	Year 2003	Years 2004-2007
January	LLH		Same as	23
	HLH		2002 Schedule	45
February	LLH		Same as	18
	HLH		2002 Schedule	35
March	LLH		Same as	18
	HLH		2002 Schedule	35
April	LLH		Same as	18
	HLH		2002 Schedule	40
May	LLH		Same as	21
	HLH		2002 Schedule	50
June	LLH		Same as	25
	HLH		2002 Schedule	59
July	LLH		Same as	42
	HLH		2002 Schedule	74
August	LLH		Same as	42
	HLH		2002 Schedule	74
September	LLH		Same as	29
	HLH		2002 Schedule	64
October	LLH		Same as	22
	HLH		2002 Schedule	42
November	LLH		Same as	21
	HLH		2002 Schedule	38
December	LLH		Same as	31
	HLH		2002 Schedule	53

* Energy supplied per current contract through December 2002.

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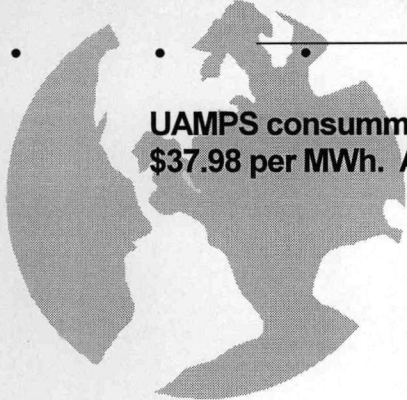
UAMPS

2825 E. Cottonwood Parkway, Suite 200
Salt Lake City, UT 84121
800-872-5961 TOLL FREE
801-561-2687 FAX

facsimile transmittal

To: Mayor Doug Garner, Hurricane **Fax:**
From: Jackie Makin-Coombs, UAMPS **Date:** 12/21/2001
Re: IDACORP FIRM AGREEMENT **Pages:** 3
CC: *Mae Hall*

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle



.....

UAMPS consummated the IDACORP contract extension on December 19, 2001 at \$37.98 per MWh. Attached is a copy of your executed transaction schedule.

CONFIDENTIAL

.....

EXHIBIT 1

DESERET GENERATION & TRANSMISSION CO-OPERATIVE POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE

Firm Agreement: Deseret G&T Power Supply Agreement

Effective Date: October 1, 2000

Purchaser's Entitlement Share: 847 kW

Term: October 1, 2000 to September 30, 2003.

Product: Firm capacity and energy at a 100% load Factor (7 days, 24 hours per day). Purchaser agrees to pay for its Entitlement Share at the Rate on a take-or-pay basis. The delivery to the Participant's meter shall be the Entitlement Share less applicable losses.

Rate: \$48.00 per MWH for all MWH of Entitlement Share

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By Douglas Hunter

HURRICANE CITY

By Doug Turner

Rate:

Rate

\$48.00 per MWH for all MWH of Entitlement

less applicable losses

Participant's meter shall be the Entitlement Share

less applicable losses

Participant's meter shall be the Entitlement Share

less applicable losses

Participant's meter shall be the Entitlement Share

EXHIBIT 1

IDAHO POWER TRANSACTION SCHEDULE

Firm Agreement:	Idaho Power Company
Effective Date:	February 1, 2000
Purchaser's Original Entitlement Share:	2.27%
Purchaser's Entitlement Share:	2.27%
Term:	One Year. At the end of the term, the Purchaser's Entitlement Share will revert to the Purchaser's Original Entitlement Share.
Type of Delivery:	Firm Capacity and Energy
Rate:	The rate will be the same as that in the Agreement for Supply of Power and Energy between Idaho Power Company and UAMPS dated February 10, 1988, or as otherwise determined by the Board of Directors and associated UAMPS administrative costs as approved by the Board of Directors.

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By Douglas Hunter

HURRICANE CITY

By Douglas Turner

COMPLETED

RESOLUTION NO. 2020-14

A RESOLUTION AUTHORIZING THE STEEL SOLAR PROJECT TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

WHEREAS, Hurricane City (the "*Member*") owns and operates a utility system for the provision of electric energy to its residents and others (the "*System*") and 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 dated as of March 20, 2009, as amended (the "*Joint Action Agreement*");

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Steel Solar Project, a forty (40) megawatt (MW) solar photovoltaic generation facility to be located in Box Elder County, Utah, on behalf of its members and is now prepared to enter into a twenty-five (25) year power purchase agreement with Steel Solar LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Steel Solar Transaction Schedule ("*Transaction Schedule*") attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hurricane City as follows:

Section 1. Authorization of Steel Solar Transaction Schedule. The Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

Section 2. Other Actions. The Mayor, City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Transaction Schedule and the performance thereof.

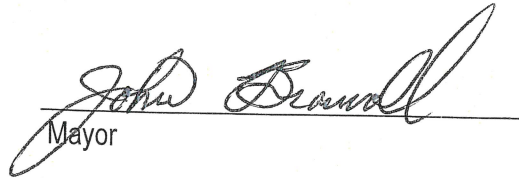
Section 3. *Miscellaneous; Effective Date.* (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) 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.

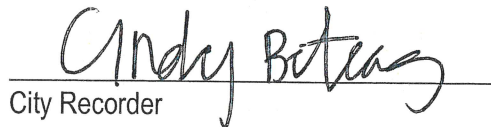
(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 3rd day of December 2020.

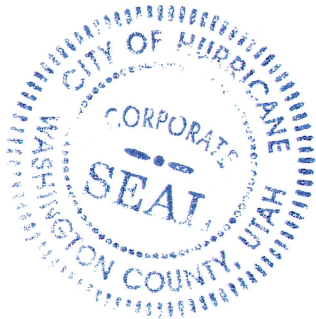
HURRICANE CITY


Mayor

ATTEST AND COUNTERSIGN:


City Recorder

[SEAL].



**STEEL SOLAR PROJECT
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE**

This Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Hurricane City

ENTITLEMENT SHARE: 6.46%

SUPPLIER: Steel Solar, LLC (the "Steel Solar Project")

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and Steel Solar, LLC for the Steel Solar Resource (the "PPA") was approved on November 4, 2020. The PPA becomes effective upon UAMPS obtaining member governing body approvals and completing transmission arrangements with PacifiCorp; UAMPS anticipates satisfying these two conditions within 90 days of executing the Power Purchase Agreement. The Scheduled Commercial Operation Date ("COD") is December 31, 2022. The COD may not occur earlier than October 1, 2022 but not later than June 30, 2023.

TERM: A 25-year delivery term commencing on COD. The PPA will become effective upon UAMPS satisfying the two conditions precedent identified above.

AMOUNT: 2,584 kW and associated Environmental Attributes ("Entitlement Share")

PRICE: \$31.45 per MWH

OTHER PROVISIONS:

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will delivery to the Purchaser its Entitlement Share of the Steel Solar Resource. The Steel Solar Resource is to be constructed as a 40 MW solar photovoltaic generation facility located in Box Elder County, Utah.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

Administration: UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

Buyout Options: Under the PPA, UAMPS has the ability to buy the Steel Solar Resource from Steel Solar, LLC at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Steel Solar Resource.

Step-Up Obligation:

- (1) In the event of a default by one of the Purchasers, UAMPS shall immediately allocate all of the defaulting Purchaser's Entitlement Share among the nondefaulting Purchasers, pro rata on the basis of their then-current Entitlement Shares, which shall remain in effect only until the completion of the procedures provided herein. UAMPS shall provide written notice to the nondefaulting Purchasers of the initial allocation of the defaulting Purchaser's Entitlement Share which notice shall (A) set forth the date of the initial allocation, (B) include a revised Schedule I showing the increased Entitlement Shares as a result of such allocation, (C) direct each of the nondefaulting Purchasers to make an election pursuant to subparagraph (2) below, and (D) set forth the date by which each of the nondefaulting Purchasers must notify UAMPS of such election. The initial allocation of the defaulting Purchaser's Entitlement Share and the increased Entitlement Shares of the nondefaulting Purchasers 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 herein. During such period, each of the nondefaulting Purchasers shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share as a result of such allocation.
- (2) Within sixty days after the initial allocation of the defaulting Purchaser's Entitlement Share, each nondefaulting Purchaser shall notify UAMPS in writing of its election to: (A) retain all of its initial allocation of the defaulting Purchaser's Entitlement Share; or (B) retain none or less than all of such allocation. Any Purchaser that elects to retain all of its initial allocation of the defaulting Purchaser's Entitlement Share shall be deemed to have fully satisfied its step-up obligations and shall not thereafter be required to accept any additional allocation of the defaulting Purchaser's Entitlement Share; *provided* that any such nondefaulting Purchaser may give notice to UAMPS of its request to acquire additional amounts of the defaulting Purchaser's Entitlement Share as may be available.

- (3) Within thirty days after its receipt of the elections of all nondefaulting Purchasers pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Purchasers have elected to retain all of the defaulting Purchaser's Entitlement Share. In the event that one or more of the nondefaulting Purchaser's elected to retain less than all of the initial allocations of the defaulting Purchaser's Entitlement Share, UAMPS shall reallocate the remaining amounts of the defaulting Purchaser's Entitlement Share proportionally among those nondefaulting Purchasers that have requested additional amounts of the defaulting Purchaser's Entitlement Share. To the extent that any part of the defaulting Purchaser's Entitlement Share is then unallocated, UAMPS shall next reallocate the remaining portion of the defaulting Purchaser's Entitlement Share proportionally among those Purchasers 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 Purchasers in effect immediately prior to the defaulting Purchaser's default.
- (4) In no event shall the final allocation of a defaulting Purchaser's Entitlement Share pursuant to subparagraph (3) (or the total of all such allocations in the event of multiple Purchasers' defaults) cause any nondefaulting Purchaser's Entitlement Share to increase by more than 25% over its "Adjusted Entitlement Share" without such Purchaser's consent. The "Adjusted Entitlement Share" is the Purchaser's Entitlement Share shown on Schedule I on and as of the Effective Date.
- (5) UAMPS shall deliver, promptly after making the determinations and reallocations required by subparagraphs (1-4), a notice to the nondefaulting Purchasers which notice shall (A) set forth the final allocation of the defaulting Purchaser's Entitlement Share pursuant to subparagraph (3), and the effective date of the final allocation, and (B) include a revised Schedule I showing the revised Entitlement Shares of the nondefaulting Purchasers upon the final allocation pursuant to subparagraph (3). The Entitlement Shares shown on such revised Schedule I shall thereafter be the Entitlement Shares of the nondefaulting Purchasers.
- (6) Any portion of the Entitlement Share of a defaulting Purchaser allocated or reallocated to a nondefaulting Purchaser pursuant to this paragraph (b) shall become a part of and shall be added to the Entitlement Share of the nondefaulting Purchaser, and from and after the date of such transfer the nondefaulting Purchaser shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Transaction Schedule. The defaulting Purchaser shall remain liable to UAMPS and the nondefaulting Purchasers for costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Purchaser's Entitlement Share provided for herein.

(7) If, as a result of the limitation stated in subparagraph (4) above, any portion of a defaulting Purchaser's Entitlement Share remains unallocated or upon the request of any nondefaulting Purchaser, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of the unallocated or designated Entitlement Share. The defaulting Purchaser shall be liable for the costs, fees and expenses incurred by UAMPS in connection with any such sale, disposition or remedial action.

Other:

Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this 4th day of December, 2020.

HURRICANE CITY

By: Dave Vinkler

Title: Power Director

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By: _____

Title: _____

Schedule I

MEMBER	KW AMOUNT 40,000	ENTITLEMENT %
Blanding	646	1.62%
Bountiful	6,459	16.15%
Fairview	129	0.32%
Fillmore	388	0.97%
Heber	6,459	16.15%
Hurricane	2,584	6.46%
Hyrum	2,584	6.46%
Lehi	10,000	25.00%
Mt. Pleasant	388	0.97%
Paragonah	50	0.13%
Payson	3,877	9.69%
Price	3,500	8.75%
Santa Clara	1,000	2.50%
SUVESD	646	1.62%
Washington	1,292	3.23%
TOTAL	40,000	100.00%

OTHER
PROVISIONS:

- Energy:** UAMPS will schedule all energy and will delivery to the Purchaser its kilowatt monthly amounts as noted in the above table.
- Transmission:** UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.
- Administration:** UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

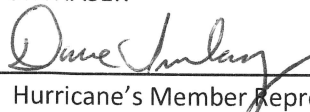
This Transaction Confirmation may be signed in counterparts.

Dated this 1st day of December, 2020.

SELLER:

Manager of Corporate and Member Relations

PURCHASER


Hurricane's Member Representative

COMPLETED**ADDENDUM****STEEL SOLAR PROJECT
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE**

This Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER:	Hurricane City
ENTITLEMENT SHARE:	6.46%
SUPPLIER:	Steel Solar, LLC (the "Steel Solar Project")
EFFECTIVE DATE:	The Power Purchase Agreement by and between UAMPS and Steel Solar, LLC for the Steel Solar Resource (the "PPA") was approved on November 4, 2020. The PPA becomes effective upon UAMPS obtaining member governing body approvals and completing transmission arrangements with PacifiCorp; UAMPS anticipates satisfying these two conditions within 90 days of executing the Power Purchase Agreement. The Scheduled Commercial Operation Date ("COD") is December 31, 2022. The COD may not occur earlier than October 1, 2022 but not later than June 30, 2023.
TERM:	A 25-year delivery term commencing on COD. The PPA will become effective upon UAMPS satisfying the two conditions precedent identified above.
AMOUNT:	2,584 kW and associated Environmental Attributes ("Entitlement Share")
PRICE:	\$31.35 per MWH
OTHER PROVISIONS:	
<i>Energy:</i>	UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will delivery to the Purchaser its Entitlement Share of the Steel Solar Resource. The Steel Solar Resource is to be constructed as a 40 MW solar photovoltaic generation facility located in Box Elder County, Utah.

- Transmission:*** UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.
- Administration:*** UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.
- Buyout Options:*** Under the PPA, UAMPS has the ability to buy the Steel Solar Resource from Steel Solar, LLC at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Steel Solar Resource.
- Step-Up Obligation:***
- (1) In the event of a default by one of the Purchasers, UAMPS shall immediately allocate all of the defaulting Purchaser's Entitlement Share among the nondefaulting Purchasers, pro rata on the basis of their then-current Entitlement Shares, which shall remain in effect only until the completion of the procedures provided herein. UAMPS shall provide written notice to the nondefaulting Purchasers of the initial allocation of the defaulting Purchaser's Entitlement Share which notice shall (A) set forth the date of the initial allocation, (B) include a revised Schedule I showing the increased Entitlement Shares as a result of such allocation, (C) direct each of the nondefaulting Purchasers to make an election pursuant to subparagraph (2) below, and (D) set forth the date by which each of the nondefaulting Purchasers must notify UAMPS of such election. The initial allocation of the defaulting Purchaser's Entitlement Share and the increased Entitlement Shares of the nondefaulting Purchasers 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 herein. During such period, each of the nondefaulting Purchasers shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share as a result of such allocation.
 - (2) Within sixty days after the initial allocation of the defaulting Purchaser's Entitlement Share, each nondefaulting Purchaser shall notify UAMPS in writing of its election to: (A) retain all of its initial allocation of the defaulting Purchaser's Entitlement Share; or (B) retain none or less than all of such allocation. Any Purchaser that elects to retain all of its initial allocation of the defaulting Purchaser's Entitlement Share shall be deemed to have fully satisfied its step-up obligations and shall not thereafter be required to accept any additional allocation of the defaulting Purchaser's Entitlement Share; *provided* that any such nondefaulting Purchaser may give notice to UAMPS of

its request to acquire additional amounts of the defaulting Purchaser's Entitlement Share as may be available.

- (3) Within thirty days after its receipt of the elections of all nondefaulting Purchasers pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Purchasers have elected to retain all of the defaulting Purchaser's Entitlement Share. In the event that one or more of the nondefaulting Purchaser's elected to retain less than all of the initial allocations of the defaulting Purchaser's Entitlement Share, UAMPS shall reallocate the remaining amounts of the defaulting Purchaser's Entitlement Share proportionally among those nondefaulting Purchasers that have requested additional amounts of the defaulting Purchaser's Entitlement Share. To the extent that any part of the defaulting Purchaser's Entitlement Share is then unallocated, UAMPS shall next reallocate the remaining portion of the defaulting Purchaser's Entitlement Share proportionally among those Purchasers 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 Purchasers in effect immediately prior to the defaulting Purchaser's default.
- (4) In no event shall the final allocation of a defaulting Purchaser's Entitlement Share pursuant to subparagraph (3) (or the total of all such allocations in the event of multiple Purchasers' defaults) cause any nondefaulting Purchaser's Entitlement Share to increase by more than 25% over its "Adjusted Entitlement Share" without such Purchaser's consent. The "Adjusted Entitlement Share" is the Purchaser's Entitlement Share shown on Schedule I on and as of the Effective Date.
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- (6) Any portion of the Entitlement Share of a defaulting Purchaser allocated or reallocated to a nondefaulting Purchaser pursuant to this paragraph (b) shall become a part of and shall be added to the Entitlement Share of the nondefaulting Purchaser, and from and after the date of such transfer the nondefaulting Purchaser shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Transaction Schedule. The defaulting Purchaser shall remain liable to UAMPS and the nondefaulting Purchasers for costs incurred and damages suffered by them in connection with the

actions taken with respect to the defaulting Purchaser's Entitlement Share provided for herein.

- (7) If, as a result of the limitation stated in subparagraph (4) above, any portion of a defaulting Purchaser's Entitlement Share remains unallocated or upon the request of any nondefaulting Purchaser, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of the unallocated or designated Entitlement Share. The defaulting Purchaser shall be liable for the costs, fees and expenses incurred by UAMPS in connection with any such sale, disposition or remedial action.

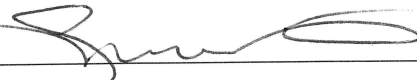
Other:

Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this 24 day of March, 2020.

HURRICANE CITY

By: 

Title: POWER DIRECTOR

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By: _____

Title: _____

Schedule I

MEMBER	KW AMOUNT 40,000	ENTITLEMENT %
Blanding	646	1.62%
Bountiful	6,459	16.15%
Fairview	129	0.32%
Fillmore	388	0.97%
Heber	6,459	16.15%
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Payson	3,877	9.69%
Price	3,500	8.75%
Santa Clara	1,000	2.50%
SUVESD	646	1.62%
Washington	1,292	3.23%
TOTAL	40,000	100.00%

AVERAGE YEARLY POWER PRICES

21-22 bdgt amount **\$0.00**
BDGT Year to Date **\$74.53**

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<i>Jan</i>	\$56.66	\$60.76	\$58.36	\$59.86	\$57.87	\$59.07	\$60.62	\$59.75	\$57.76	\$60.14	\$68.25
<i>Feb</i>	\$59.78	\$58.15	\$64.45	\$65.94	\$62.38	\$63.04	\$60.96	\$67.00	\$60.67	\$63.19	\$70.88
<i>Mar</i>	\$57.28	\$63.50	\$60.83	\$62.03	\$61.77	\$60.99	\$60.09	\$65.17	\$64.67	\$63.64	\$67.28
<i>Apr</i>	\$55.43	\$63.77	\$63.75	\$61.88	\$59.71	\$59.49	\$55.02	\$55.44	\$55.92	\$61.86	\$82.63
<i>May</i>	\$53.31	\$60.28	\$61.64	\$64.71	\$65.51	\$60.32	\$58.86	\$58.55	\$58.55	\$59.69	\$72.69
<i>June</i>	\$50.09	\$56.05	\$59.15	\$58.30	\$65.51	\$58.54	\$52.17	\$55.30	\$53.44	\$86.91	
<i>Jul</i>	\$51.16	\$55.62	\$56.85	\$56.91	\$56.95	\$58.29	\$67.87	\$54.29	\$55.98	\$81.04	
<i>Aug</i>	\$51.57	\$55.49	\$56.84	\$55.27	\$57.67	\$59.00	\$66.55	\$54.58	\$78.40	\$72.03	
<i>Sep</i>	\$54.79	\$58.80	\$59.46	\$56.06	\$56.97	\$62.36	\$55.00	\$54.34	\$64.93	\$82.38	
<i>Oct</i>	\$62.68	\$60.35	\$61.42	\$56.97	\$59.23	\$59.79	\$59.36	\$59.70	\$62.82	\$75.92	
<i>Nov</i>	\$63.37	\$61.65	\$63.03	\$59.68	\$64.18	\$62.14	\$64.60	\$63.80	\$63.60	\$70.47	
<i>Dec</i>	\$56.02	\$58.37	\$60.91	\$57.90	\$61.51	\$58.80	\$61.61	\$58.55	\$60.33	\$70.07	
<i>Yr Avg</i>	\$56.01	\$59.40	\$60.56	\$59.63	\$60.64	\$60.15	\$60.23	\$58.87	\$61.42	\$70.61	\$72.35
<i>Weighted Avg</i>	\$55.22	\$58.80	\$60.34	\$58.99	\$59.55	\$59.90	\$60.56	\$58.11	\$61.98	\$72.46	\$72.18

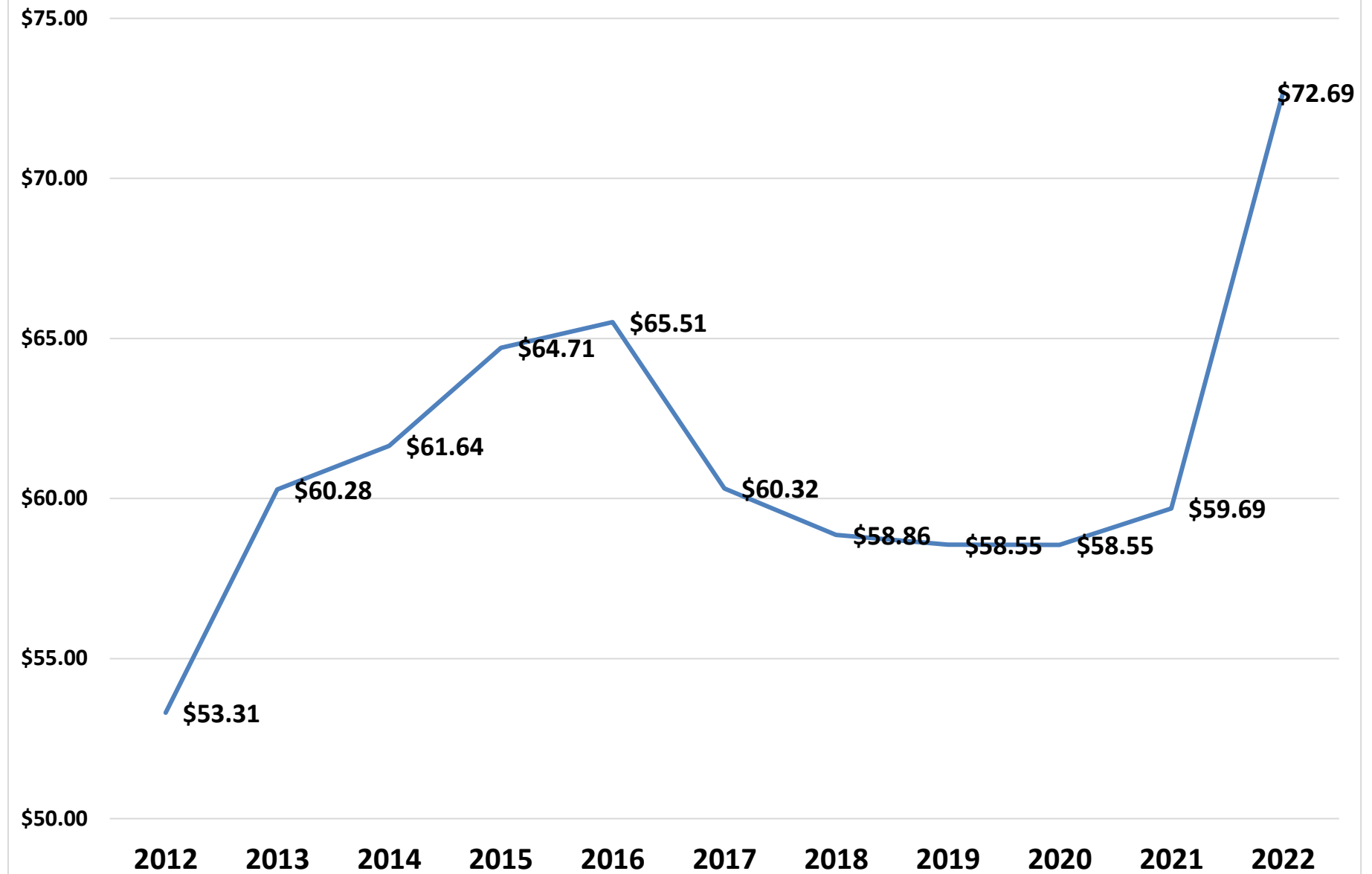
**Cy to
Date**

These figures capture the total cost of power to the power department. The power department uses costs only associated with the purchasing and generation of power and includes debt payments and interest associated with power resources.

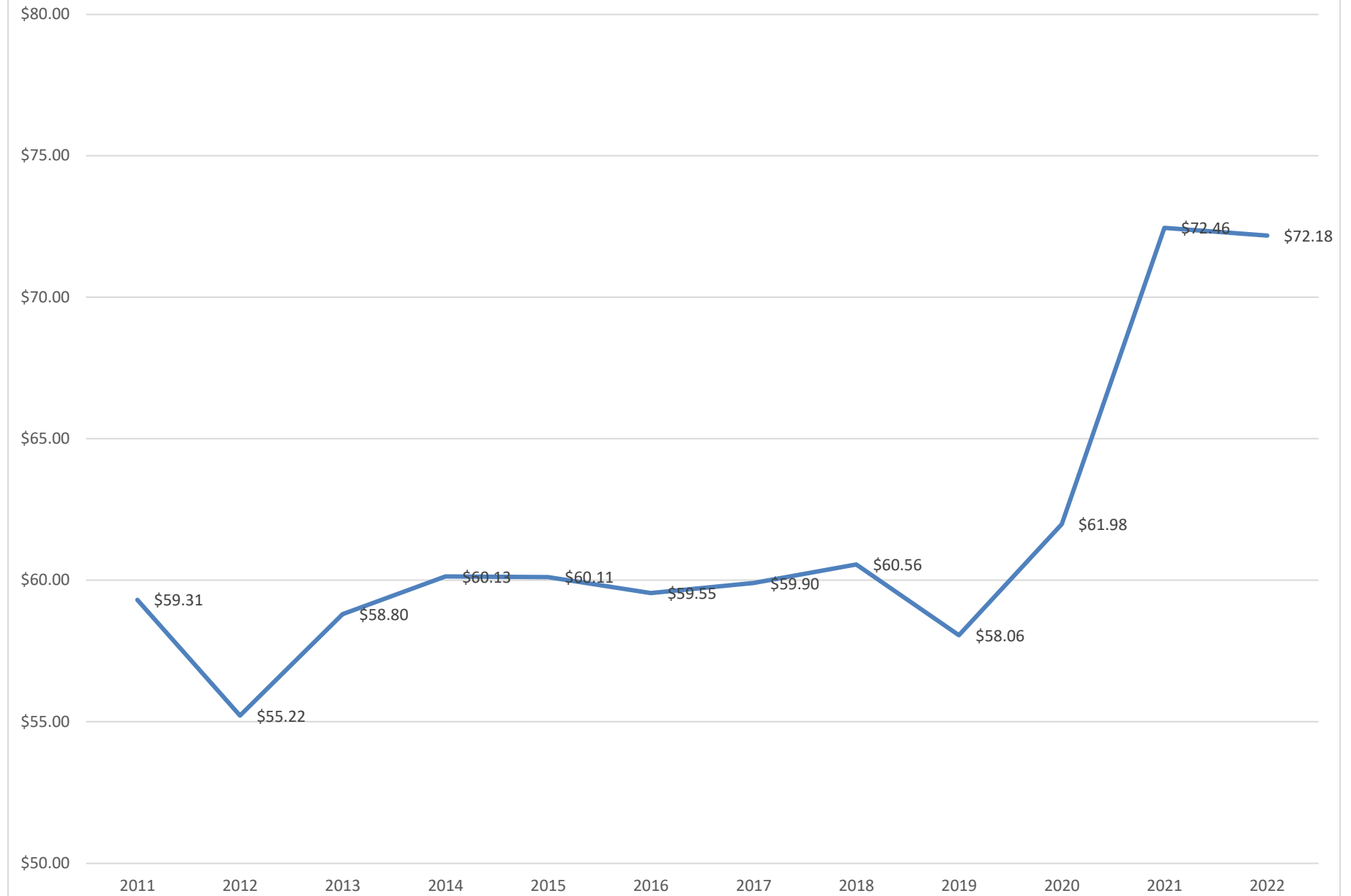
AVERAGE YEARLY POWER PRICES

<i>Budget Yr</i>	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22
<i>Jul</i>	\$51.16	\$55.62	\$56.85	\$56.91	\$56.95	\$58.29	\$67.87	\$54.29	\$55.98	\$81.04
<i>Aug</i>	\$51.57	\$55.49	\$56.84	\$55.27	\$57.67	\$59.00	\$66.55	\$54.58	\$78.40	\$72.03
<i>Sep</i>	\$54.79	\$58.80	\$59.46	\$56.06	\$56.97	\$62.36	\$55.00	\$54.34	\$64.93	\$82.38
<i>Oct</i>	\$62.68	\$60.35	\$61.42	\$56.97	\$59.23	\$59.79	\$59.36	\$59.70	\$62.82	\$75.92
<i>Nov</i>	\$63.37	\$61.65	\$63.03	\$59.68	\$64.18	\$62.14	\$64.60	\$63.80	\$63.60	\$70.47
<i>Dec</i>	\$56.02	\$58.37	\$60.91	\$57.90	\$61.51	\$58.80	\$61.61	\$58.55	\$60.33	\$70.07
<i>Jan</i>	\$60.76	\$58.36	\$59.86	\$57.87	\$59.07	\$60.62	\$59.75	\$57.76	\$60.14	\$68.25
<i>Feb</i>	\$58.15	\$64.45	\$65.94	\$62.38	\$63.04	\$60.96	\$67.00	\$60.67	\$63.19	\$70.88
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<i>Apr</i>	\$63.77	\$63.75	\$61.88	\$59.71	\$59.49	\$55.02	\$55.44	\$55.92	\$61.86	\$82.63
<i>May</i>	\$60.28	\$61.64	\$64.71	\$65.51	\$60.32	\$58.86	\$58.55	\$58.55	\$59.69	\$72.69
<i>June</i>	\$56.05	\$59.15	\$58.30	\$65.51	\$58.54	\$52.17	\$55.30	\$53.44	\$86.91	
Total Weighted		\$59.35	\$60.34	\$58.45	\$59.41	\$58.73	\$61.65	\$57.31	\$66.35	\$74.53

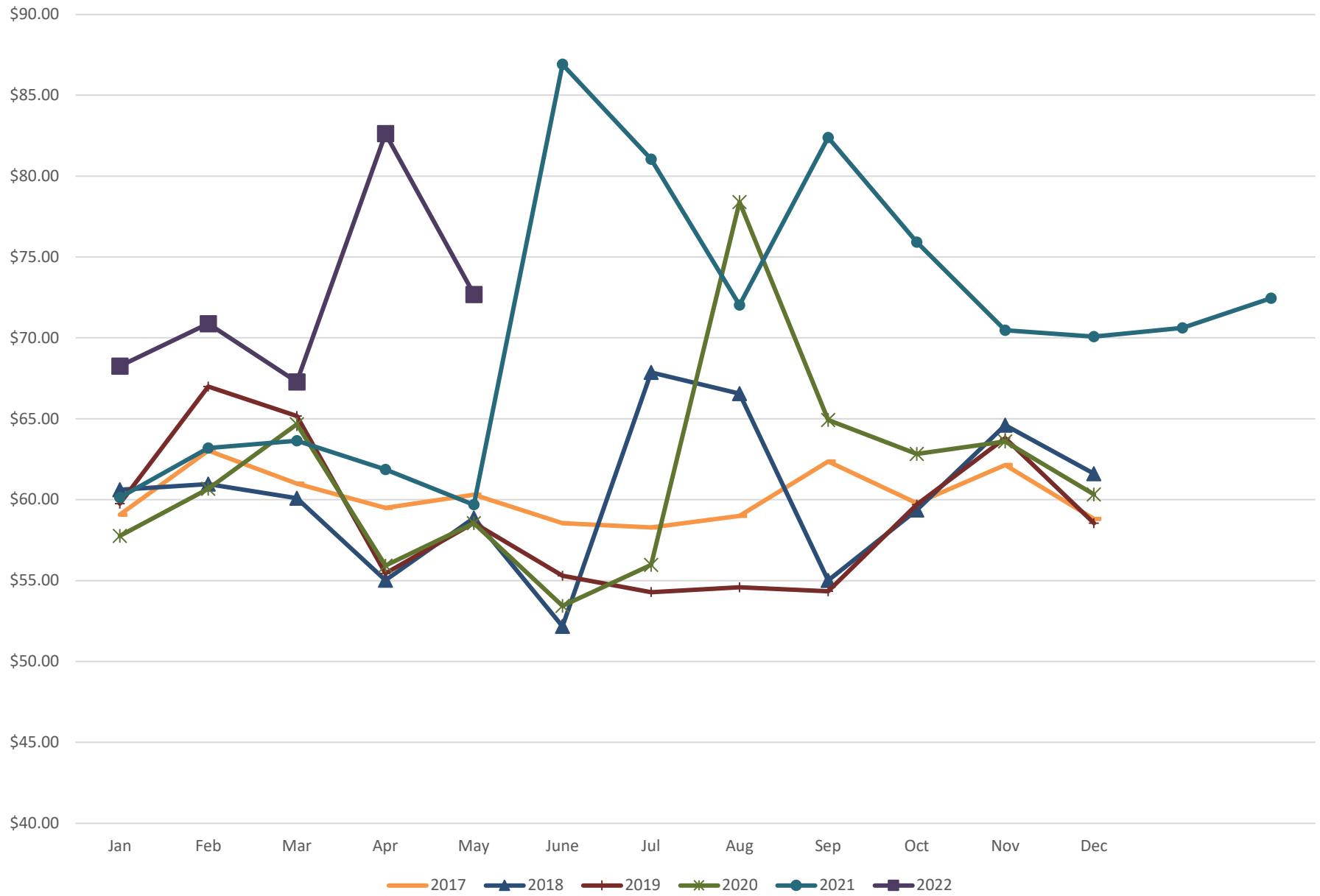
May



Weighted Average



Avg Monthly Price (5 Yrs)



Avg Monthly Price

