

**PUBLIC NOTICE OF A MEETING TO BE HELD BY
BOUNTIFUL CITY POWER COMMISSION
November 21, 2024**

Pursuant to the terms and provisions of Section 53-4-6 of the Open and Public Meetings Law of the State of Utah contained in Title 51, Chapter 4, Utah Code Annotated, 1953, as amended, the Bountiful City Power Commission hereby gives notice of the meeting which shall be open to the public and held on **Thursday, November 21, 2024, at 8:00 a.m.** The meeting will be held at the Operations Center, 198 South 200 West, Bountiful, Utah.

Persons that are disabled as defined by the Americans with Disabilities Act may request an accommodation by contacting the Bountiful City Light and Power office, 801-298-6072. We would appreciate notification at least 24 hours prior to the meeting.

A G E N D A

AGENDA ITEM	POTENTIAL ACTION	SPEAKER
Comments & Welcome		Paul Summers
1. Future Power Resource Discussion	Discussion	Allen Johnson
2. Resolution #2024-11 Power Sales Contract for a Base Load Plant	Approve	Allen Johnson
3. Resolution #2024-12 Power Sales Contract for a Peaking Plant	Approve	Allen Johnson
4. Minutes October 22, 2024	Approval	Paul Summers
5. Budget Report – Year to Date 3 Month Period Ending September 30, 2024	Accept	Tyrone Hansen
6. PineView Draft Valve Actuator Purchase	Approve	Alan Farnes
7. NW Battery Purchase	Approve	Alan Farnes
8. NW Circuit Switcher Purchase	Approve	Alan Farnes
9. NW Group Operated Switch Purchase	Approve	Alan Farnes
10. NW Voltage Transformer Purchase	Approve	Alan Farnes
11. 2025 Calendar	Information ...	Allen Johnson
12. Power System Operation Report	Information	
a. September Resource Reports	Information	
b. October 2024 Lost Time/Safety Reports	Information	
c. October 2024 Public Relation Reports.....	Information	
d. September 2024 Outage Reports	Information	
13. Other Business	Discussion	Paul Summers
14. Next Meeting – January 28, 2025, at 8:00 a.m. ...	Discussion	Paul Summers
15. Adjourn 10:00		Paul Summers

Power Commission Staff Report



Subject: Resolution 2024-11 for POWER COUNTY POWER PROJECT POWER SALES CONTRACT with UAMPS
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: November 26, 2024

Background

We are a member of the Utah Associated Power Systems (UAMPS) where we are involved in other current and future power projects. UAMPS is the vehicle that allows us to use PacifiCorp transmission lines and to purchase projects on a larger scale.

UAMPS has identified a need to pursue a variety of new resources for the members to ensure a portfolio to be able to deliver power to the membership on a least cost, least risk, and to provide reliable power to meet the members needs now and into the future.

This project will be a joint venture between UAMPS and Utah Municipal Power association (UMPA)

UAMPS currently has several projects which Bountiful is a member of. This project would be like the other projects where Bountiful would be on the Project Management Committee which would have a vote.

The members through UAMPS are working to develop both a combined cycle plant located in Power County Idaho and a peaking plant located in Milliard County Utah. Due to the development costs associated with these projects, UAMPS is pursuing Power Sales Contracts for each of these 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 upfront development cost requires UAMPS to secure Power Sales Contracts to allow for the financing of the development costs.

To move forward with the transmission interconnection for these two projects, PacifiCorp requires a \$5 Million per project transmission deposit. This deposit is expected to be made in early January 2025. Missing this January 2025 opening would delay the project for a year to eighteen months. The transmission deposit represents the largest near-term expenditure, but we still need to begin with engineering costs to derisk the project to develop a Class 3 Cost Estimate for the project.

The project is a 360 MW combined Cyle gas fired turbine that is anticipated to on commercial operation in 2031. The project is anticipated to be a highly efficient gas turbine with a secondary steam turbine. The project will have a base load operation and be able to ramp up from the base load operational point to the peak output to follow the system load and to adjust for other

non-firm resources.

The project management committee for the project has elected to do the following.

1. The Power Sales contract would become effective when it achieves an 85% subscription level.
2. Once the 85% subscription rate has been achieved, a maximum \$/MWh will be set for the project. If the maximum \$/MWh is exceeded, the Project Management Committee will terminate the project.
3. The Project Management Committee has the ability to downsize the project's size to ensure that the 100% subscription rate is achieved. It would still need to be below the \$/MWh to allow for the downsizing.

Analysis

The project is estimated to have a levelized cost of power of \$69/MWh in 2024's with a 75% load factor. A 40% load factor would be estimated to be \$94/MWh. These values are within the future power indices for future power on the market.

A copy of the actual Power Sales Contract is available should anyone want to review it.

Department Review

This has been reviewed by the Power Department Staff, City Attorney, and the City Manager.

Significant Impacts

We would use this power within the City's current power portfolio. Rates may need to be adjusted as needed to cover the wholesale power costs when the plant becomes operational.

Recommendation

Staff recommends approval authorizing the Mayor to sign Resolution 2024-11 authorizing and approving the POWER COUNTY POWER PROJECT POWER SALES CONTRACT with UTAH ASSOCIATED MUNICIPAL POWER STSTEMS and Related Matters.

Attachments

Resolution #2024-11
Certificate of Participant



RESOLUTION NO. #2024-11

A RESOLUTION AUTHORIZING AND APPROVING THE POWER COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

MAYOR
Kendalyn Harris

CITY COUNCIL
Kate Bradshaw
Beth Child
Richard Higginson
Matt Murri
Cecilee Price-Huish

CITY MANAGER
Gary R. Hill

WHEREAS, Bountiful 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 Bountiful 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 15,000 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 Allen Johnson as the Participant's Representative to UAMPS and Gary Hill 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 November 26, 2024.

BOUNTIFUL CITY, UTAH

By _____
Mayor Kendayln Harris

ATTEST:

City Recorder

[SEAL]

CERTIFICATE OF PARTICIPANT

STATE OF UTAH)
)
COUNTY OF DAVIS)

The undersigned hereby certify that they are the Mayor and City Recorder of Bountiful 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
Kendalyn Harris	Mayor
Sophia Ward	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. Allen Johnson 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: _____.

BOUNTIFUL CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

Power Commission Staff Report



Subject: Resolution 2024-12 for MILLARD COUNTY POWER PROJECT POWER SALES CONTRACT with UAMPS
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: November 21, 2024

Background

We are a member of the Utah Associated Power Systems (UAMPS) where we are involved in other current and future power projects. UAMPS is the vehicle that allows us to use PacifiCorp transmission lines and to purchase projects on a larger scale.

UAMPS has identified a need to pursue a variety of new resources for the members to ensure a portfolio to be able to deliver power to the membership on a least cost, least risk, and to provide reliable power to meet the members needs now and into the future.

UAMPS currently has several projects which Bountiful is a member of. This project would be like the other projects where Bountiful would be on the Project Management Committee which would have a vote.

The members through UAMPS are working to develop both a combined cycle plant located in Power County Idaho and a peaking plant located in Milliard County Utah. Due to the development costs associated with these projects, UAMPS is pursuing Power Sales Contracts for each of these 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 upfront development cost requires UAMPS to secure Power Sales Contracts to allow for the financing of the development costs.

To move forward with the transmission interconnection for these two projects, PacifiCorp requires a \$5 Million per project transmission deposit. This deposit is expected to be made in early January 2025. Missing this January 2025 opening would delay the project for a year to eighteen months. The transmission deposit represents the largest near-term expenditure, but we still need to begin with engineering costs to derisk the project to develop a Class 3 Cost Estimate for the project.

The peaking project is a 200 MW fleet of 10-12 Gas-Fired Reciprocal Engines that are anticipated to on commercial operation in 2029. The project is anticipated to be comprised of internal combustion engines which can be started and stopped as needed. The project will be able to operate on an as needed basis to cover peaks and system shortages as needed. These engines would be able to compliment members intermittent resources.

The project management committee for the project has elected to do the following.

1. The Power Sales contract would become effective when it achieves an 85% subscription level.
2. Once the 85% subscription rate has been achieved, a maximum \$/MWh will be set for the project. If the maximum \$/MWh is exceeded, the Project Management Committee will terminate the project.
3. The Project Management Committee has the ability to downsize the project's size to ensure that the 100% subscription rate is achieved. It would still need to be below the \$/MWh to allow for the downsizing.

Analysis

The project is estimated to have a levelized cost of power of \$112/MWh in 2024's with a 40% load factor. A 60% load factor would be estimated to be \$93/MWh. These values are within the future power indices for future power on the market.

Department Review

This has been reviewed by the Power Department Staff, City Attorney, and the City Manager.

Significant Impacts

We would use this power within the City's current power portfolio. Rates may need to be adjusted as needed to cover the wholesale power costs when the plant becomes operational.

Recommendation

Staff recommends approval authorizing the Mayor to sign Resolution 2024-11 authorizing and approving the MILLARD COUNTY POWER PROJECT POWER SALES CONTRACT with UTAH ASSOCIATED MUNICIPAL POWER STSTEMS and Related Matters.

Attachments

Resolution #2024-012
Certificate of Participant



RESOLUTION NO. 2024-12

A RESOLUTION AUTHORIZING AND APPROVING THE MILLARD COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

MAYOR
Kendalyn Harris

CITY COUNCIL
Kate Bradshaw
Beth Child
Richard Higginson
Matt Murri
Cecilee Price-Huish

CITY MANAGER
Gary R. Hill

WHEREAS, Bountiful 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 Bountiful 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 15,000 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 Allen Johnson as the Participant's Representative to UAMPS and Gary Hill 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 November 26, 2024.

BOUNTIFUL CITY

By _____
Mayor Kendlyn Harris

ATTEST:

City Recorder

[SEAL]

CERTIFICATE OF PARTICIPANT

STATE OF UTAH)
)
COUNTY OF DAVIS)

The undersigned hereby certify that they are the Mayor and City Recorder of Bountiful 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
Kendalyn Harris	Mayor
Sophia Ward	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. Allen Johnson 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: _____.

BOUNTIFUL CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

1 **MINUTES OF THE MEETING**
2 **OF THE**
3 **BOUNTIFUL CITY POWER COMMISSION**
4 **OCTOBER 22, 2024 - 8:00 a.m.**

5
6 **Those in Attendance**

7
8 **Power Commission**

9 Paul Summers, Chairman
10 Susan Becker, Commissioner
11 Dan Bell, Commissioner
12 David Irvine, Commissioner
13 Cecilee Price-Huish, Councilwoman

8 **Power Department**

Allen Johnson, Director
Dave Farnes, Safety/Customer Service
Tyrone Hansen, Accountant
Jess Pearce, Superintendent of Operations
Luke Veigel, Engineer
Nancy T. Lawrence, Recording Secretary

14
15 **Excused**

16 Jed Pitcher, Commissioner
17 John Marc Knight, Commissioner

18
19 **WELCOME**

20 Chairman Summers called the meeting to order at 8:00 a.m. and welcomed those in
21 attendance. The invocation was offered by Commissioner Bell.

22
23 **MINUTES – SEPTEMBER 24, 2024**

24 Minutes of the regular meeting of the Bountiful Power Commission held September 24,
25 2024 were presented and unanimously approved as amended. Commissioner Irvine made the
26 motion to approve, and Commissioner Becker seconded the motion. Commissioners Becker,
27 Bell, Irvine, and Summers and Councilwoman Price-Huish voted “aye”.

28
29 **BUDGET REPORT – YEAR TO DATE 2-MONTH PERIOD**

30 Mr. Hansen presented the Budget Report for the Year to Date 2-Month period ended
31 August 31, 2024. He reviewed the practice of using a fiscal year estimate (based on Historically
32 Allocated Budget) for Electric Metered Sales (for the Income Statement only) in an effort to
33 present a more accurate budget report.

34
35 Total Revenues YTD were \$7,930,123, above the HAB by \$616,880. Major items
36 above or (below) budget included: Electric Metered Sales, \$599,294, 9.1% above the HAB;
37 Contribution in Aid to Construction, \$6,394; Air Products, \$10,216, above budget with an
38 average load factor of 72.1%; and Sundry Revenues, \$33,454. Interest Income on Investments
39 was below budget due to the August allocation not yet being posted \$(56,476).

40
41 Total Operating Expenses YTD were \$6,360,834, below the HAB by \$499,216. The
42 major items (above) budget were Hydro Transmission expense, \$(117,102); Street Light
43 Expense at \$(25,911); Safety Equipment Expense at \$(13,253); and the transfer to the general
44 fund expense at \$(41,641). Expenses below budget included Power Cost Expense at \$501,779,
45 with Power Generation **over** by \$35,000 and Power Resources **under** budget by \$536,000;
46 Transformer Expense was below by \$18,500; Computer Expense was below by \$21,753;

1 Substation Expense was below its HAB at \$12,837; and Insurance Expense was below by
2 \$90,702.

3
4 Total Capital Expenditures YTD were \$9,015, which included 3 separate buildings at
5 the Marie Callenders site.

6
7 Total Labor and Benefits was \$735,813. As of 17 August 2024 (the last pay period paid
8 in the YTD period), 12.1% or \$721,092 of the TL&B could have been spent; the actual TL&B
9 was (\$14,721) above that target due to Overtime on the Echo fire.

10
11 The Net Margin for the YTD was \$1,560,274, as revenues are on budget and power
12 costs are coming in under budget. Total cash and equivalents were a net \$23,232,841 at month
13 end, up \$172,467 from \$23,060,363 at 30 June 2024, and \$7,058,841 above the \$16,446,000
14 total reserved cash requirement. Major sources and (uses) of cash at month end compared to
15 fiscal year-end 2024 included the \$(865,904) increase in total accounts receivable; decrease of
16 \$41,102 in total inventories; and increase of \$(205,449) in prepaid expenses.; Increase in total
17 accounts payable \$401,978; \$(123,562) decrease in Accrued benefits and payroll; and \$10,947
18 increase in customer deposits. The decrease in other equity (excluding the net margin) of
19 \$(646,917) represented the estimate of EMS for July. Following a brief discussion regarding
20 when budget changes would be made, and anticipated power costs, Commissioner Bell made a
21 motion to accept the budget report as presented, and Commissioner Irvine seconded the motion
22 which passed unanimously. Commissioners Becker, Bell, Irvine, and Summers and
23 Councilwoman Price-Huish voted “aye”.

24
25 **NW TRANSFORMER PURCHASE**

26 Mr. Veigel reviewed that a complete rebuild of the Northwest (NW) substation is
27 tentatively scheduled to begin September 2025, and will be completed and back in service by
28 or before June 2026. We are in the process of bidding out the long lead items to determine the
29 actual start time for this project. Included in this process is the purchase of the 25MVA Power
30 Transformer. Invitations to bid were sent to eight transformer manufacturers and two qualifying
31 bids were received. It is recommended that we accept the low bid (which is also the shortest
32 delivery time – (80–85 weeks) from Pacific Power Reps (Virginia-Georgia Transformer) in the
33 amount of \$1,504,520.

34
35 Electrical Consultants, Inc. (ECI) is the electrical engineering firm that we have hired
36 to assist with the Northwest Substation project and they have confirmed that this transformer
37 meets the specification. The Power Transformer will be purchased from the capital account,
38 NW Substation, and payments will be made as follows: 30% advance with purchase order,
39 30% upon drawing submittal; and 40% at time of shipment. Mr. Veigel stated the life
40 expectancy is 30 – 40 years. Commissioner Becker made a motion to approve the purchase of
41 the 25MVA transformer from Virginia Transformer Corporation. Commissioner Irvine
42 seconded the motion and voting was unanimous with Commissioners Becker, Bell, Irvine, and
43 Summers and Councilwoman Price-Huish voting “aye”.

1 **NW SWITCHGEAR PURCHASE**

2 Mr. Veigel stated that another long lead item that needs to be purchased for the rebuild
3 of the Northwest Substation is a Metal-Clad Switchgear. Invitations to bid were sent to eight
4 switchgear manufacturers and two bids were received. It is the recommendation of staff and
5 ECI to award the bid to low bidder Roger Strong Associates (Powell Electric) in the amount of
6 \$782,437 with a delivery of 54-58 weeks. Payments will be made as follows: 20% after order
7 acceptance; 25% at approval drawing submittal; 35% at release to manufacturer; and 20% at
8 time of shipment. Following a brief discussion, Commissioner Bell made a motion to approve
9 this recommendation, as stated. Commissioner Becker seconded the motion which carried
10 unanimously with Commissioners Becker, Bell, Irvine, and Summers and Councilwoman
11 Price-Huish voting “aye”.

12
13 **STREET LIGHT DIRECTIONAL BORING APPROVAL**

14 Mr. Veigel reviewed that in March and June, the City Council approved the bids from
15 Big Iron Drilling to perform \$252,430 in directional boring for the anticipated distribution and
16 street light systems. He said Bountiful City Light and Power would like to add an additional
17 \$45,990 to their approval for the additional distribution and streetlight circuits to minimize the
18 inconvenience to residents and limit the restoration of property where a power pole was struck
19 by a vehicle and the wire was damaged in the underground distribution system. There will be
20 one (1) Distribution System Project and (1) Streetlight project site (as shown on maps included
21 in the presentation on 2720 South Orchard Drive, and Millbrook and Sunset Drive). Following
22 the discussion, Commissioner Irvine motioned to recommend approval of this request, totaling
23 \$45,990 (with a new total bid amount of \$298,420). Councilwoman Price-Huish seconded the
24 motion. Voting was unanimous with Commissioners Becker, Bell, Irvine, and Summers and
25 Councilwoman Price-Huish voting “aye”.

26
27 **500 KVA TRANSFORMER PURCHASE**

28 Mr. Veigel reviewed that transformers continue to be hard to purchase and their lead
29 times are a factor in keeping an adequate inventory. Bids specifications were sent out to three
30 major suppliers for one ea. 500 KVA three phase pad mount transformer and three bids were
31 received. The bids were evaluated on both purchase price and delivery and it is the staff
32 recommendation to purchase the transformer from Irby-Central Moloney in the amount of
33 \$33,335. This was the second highest bid, but had a more favorable delivery date of 32-35
34 weeks (as opposed to the low bid delivery date of 80 weeks). This transformer will be used to
35 replace our inventory for the new medical building located on 500 South. Commissioner
36 Becker motioned to recommend approval of the purchase from Irby-Central Moloney in the
37 amount of \$33,335. Councilwoman Price-Huish seconded the motion. Voting was unanimous
38 in the affirmative with Commissioners Becker, Bell, Irvine, and Summers, and Councilwoman
39 Price-Huish voting “aye”.

40
41 **LINE TRUCK CAB AND CHASSIS PURCHASE**

42 Mr. Pearce stated that the Light & Power department budget for 2024-25 includes the
43 purchase of a 2025, 4x4, diesel, crew cab, cab and chassis to be used for line crew service truck.
44 This service truck will be replacing unit #5059, a 2012 crew service truck. The service body
45 has already been purchased from Mountain States Industrial Service. Bids for the cab and
46 chassis were requested from Larry H. Miller Ford (which has the state bid) and Performance

1 Ford Truck Country (our local dealer). It is the recommendation of staff to award the bid to
2 Performance Ford, low bidder, in the amount of \$70,917. This bid also had the best delivery
3 date (60 – 90 days). The service body for this truck was approved for \$47,644, for a total sum
4 of \$118,56; and additional equipment such as emergency lights and a radio will also still need
5 to be installed, but will meet the budgeted amount of \$130,000. Councilwoman Price-Huish
6 motioned to recommend approval of the \$70,917 bid from Performance Ford Truck Company,
7 and Commissioner Irvine seconded the motion. Voting was unanimous with Commissioners
8 Becker, Bell, Irvine, and Summers and Councilwoman Price-Huish voting “aye”.

9
10 **DUMP TRUCK CAB AND CHASSIS PURCHASE**

11 Mr. Pearce presented a request to purchase a 2025 ford F-550, 4x4. Diesel, regular cab,
12 cab and chassis. This truck will replace unit #5049, a 2008 Ford 1-ton dump truck. Bids were
13 requested from two suppliers and it is the recommendation of staff to award the bid to low
14 bidder, Performance Ford Truck Country in the amount of \$67,447, with a 60-90 day delivery
15 schedule. The dump body for this truck was approved in August for \$22,899, for a total sum
16 of \$90,336. There will be additional equipment (emergency lights, a radio, etc.) that will still
17 need to be installed. The budget contains \$105,000 for the small dump truck. Commissioner
18 Bell made a motion to recommend approval of this bid to the City Council. Councilwoman
19 Price-Huish seconded the motion which carried unanimously. Commissioners Becker, Bell,
20 Irvine, and Summers and Councilwoman Price-Huish voted “aye”.

21
22 The two older vehicles being replaced will be sold at auction.

23
24 **EXPLORER PURCHASE**

25 Mr. Pearce presented the request to purchase a new 2025 Ford Explorer, XLT, 4x4,
26 SUV. This vehicle will replace unit #5050, a 2008 Ford Explorer, and will be used as a
27 management vehicle primarily used in daily transportation, after-hour responses and meeting
28 attendance. Bids were requested from two suppliers and it is the staff recommendation to award
29 the bid to low bidder, Performance Ford Truck Country in the amount of \$43,097, with a 60-90
30 days delivery schedule. Additional equipment will be added to the vehicle (radio and strobe
31 lights), which will come in under the budgeted amount of \$55,000. Commissioner Becker made
32 the motion to support staff recommendation for approval of this bid in the amount of \$43,097.
33 The motion was seconded by Commissioner Irvine and unanimously approved. Commissioners
34 Becker, Bell, Irvine, and Summers, and Councilwoman Price-Huish voted “aye”.

35
36 **POST TOP FIXTURE PURCHASE APPROVAL**

37 Mr. Pearce explained that light fixtures are replaced throughout the city during normal
38 maintenance due to accidents and failures and we are also in the process of replacing older
39 lights with new and more efficient LED lights. The fixture is a single source light because it is
40 the only fixture we have found that has a variable light output and can accept several input
41 voltages with the same fixture. This allows the department to have one line in inventory vs
42 multiple fixtures for voltage and light output. Several brands and types of fixtures have been
43 tried and the fixtures from American Electric Light works best for our needs. It is the
44 recommendation of staff to purchase 125 (ea.) Contempo Post top fixtures at a cost of \$51,177
45 with a 5-7 week delivery from Anixter – American Electric Lighting. The fixtures will be
46 purchased and placed into inventory until they are needed. Following a brief discussion,

1 Councilwoman Price-Huish motioned to approve the purchase of 125 post top fixtures as
2 presented. Commissioner Bell seconded the motion and voting was unanimous.
3 Commissioners Becker, Bell, Irvine, and Summers, and Councilwoman Price-Huish voted
4 “aye”.

5
6 **2025 CALENDAR APPROVAL (ADJUSTED)**

7 Mr. Johnson presented the following 2025 Power Commission Tentative Schedule for
8 approval. The schedule has been prepared using the typical fourth Tuesday for our normal
9 meetings, with adjustments as needed to accommodate budget meeting schedules, July,
10 December, June APPA meetings, IPA, and the UAMPS annual meetings.

11	January 28, 2025	Tuesday - 8:00 a.m.
12	February 18, 2025	3 rd Tuesday – 8:00 a.m.
13	March 25, 2025	Tuesday – 8:00 a.m.
14	April 22, 2025	Tuesday – 8:00 a.m. Joint PC and CC – Budget
15	May 27, 2025	Tuesday – 8:00 a.m.
16	<i>APPA National Conference June 8-12, New Orleans LA</i>	
17	June 24, 2025	Tuesday – 8:00 a.m.
18	July 2025	No PC Meeting Scheduled
19	<i>UAMPS Annual Meeting Aug 17-20, 2025 Squaw Valley, CA</i>	
20	August 26, 2025	Tuesday – 8:00 a.m.
21	September 23, 2025	Tuesday – 8:00 a.m.
22	October 28, 2025	Tuesday – 8:00 a.m.
23	November 18, 2025	3 rd Tuesday – 8:00 a.m.
24	<i>December 2, 2025 IPA Annual Meeting</i>	
25	<i>December 17, 2025 UAMPS Annual Meeting</i>	
26	December 2025	No PC Meeting

27
28 Councilwoman Price-Huish made a motion to approve the 2025 Power Commission
29 Schedule as presented. Commissioner Irvine seconded the motion and voting was unanimous
30 in the affirmative. Commissioners Becker, Bell, Irvine, and Summers, and Councilwoman
31 Price-Huish voted “aye”.

32
33 **RESOURCE UPDATE**

34 Mr. Johnson explained a new marketing concept, Energy Day Ahead Market (EDAM)
35 that will be implemented by Pacificorp beginning May 2026. The drive behind this new concept
36 is to minimize expenses as other power users adopt the EDAM process and bid resources on a
37 daily basis. All benefits will go to Pacificorp. This will necessitate UAMPS having a
38 scheduling coordinator (with a schedule submitted by 9 a.m., and for which Pacificorp will have
39 until 10:00 to accept). There will be a need to meet resources every day or pay a penalty. He
40 described the process which will be used to test the demand evaluation, imbalance resources
41 and ancillary resources, as well the calculation of the penalty. Charts and graphs were used to
42 define forecasted average load and average resources, as well as peaking statistics (for August
43 11, 2024 peak).

44 A recommended study by UAMPS included recommended subscription for BLUF using
45 (or not using) McCormick for peaking and American Falls for base load, new capacity with and
46 without additional dispatch. Detailed assumptions for the methodology used in establishing

1 resource diversity (reliability) and utilization (LCOE) optimization were then identified and
2 included the use of Hunter and Nebo. Additional assumptions associated with IPP, new non-
3 dispatchable/renewable resources (HB1 software upgrade, and Fremont solar), and dispatchable
4 resources (McCornick, American Falls, new nuclear), and TBD dispatchable were identified.
5 Resources through UAMPS was charted for all UAMPS members.

6
7 Natural Gas projects, (Power County and Millard County) which could be used for
8 peaking and base load, were identified and the following other future power options were
9 mentioned: Rodatherm and Cove Fort #2 (Geothermal); Horse Butte and Uinta (wind); and
10 Longroads Solar (with batteries). IPP is planning to run two units through the winter months,
11 with natural gas operation being available for the Summer 2025. We anticipate calling 3 MW
12 power back for Winter 2024 and the IPP Renewed to be delayed until July 2025.

13
14 **RESOLUTION #2024-11 POWER SALES CONTRACT FOR A BASE LOAD PLANT**

15 Mr. Johnson stated that this item needs additional study and input and will be addressed
16 in a future meeting. No action taken

17
18 **RESOLUTION #2024-12 POWER SALES CONTRACT FOR A PEAKING PLANT**

19 Mr. Johnson stated that this item needs additional study and input and will be addressed
20 in a future meeting. No action taken.

21
22 *The following items were included in the packet, but not discussed in the meeting.*

23
24 **POWER SYSTEM OPERATION REPORT**

- 25 a. August Resource Reports
26 b. September 2024 Lost Time/Safety Reports
27 c. September 2024 Public Relation Reports
28 d. August 2024 Outage Reports

29
30 **OTHER BUSINESS**

31 None.

32
33 **NEXT POWER COMMISSION MEETING**

34 The next meeting of the Power Commission will be held on November 26, 2024 at 8:00
35 a.m.

36
37 **ADJOURN**

38 The meeting adjourned at 10:30 a.m. on a motion made by Commissioner Irvine and
39 seconded by Commissioner Becker. Commissioners Becker, Bell, Irvine, and Summers and
40 Councilwoman Price Huish voted “aye”.

41
42
43
44 _____
45 Paul Summer, Chairman