

CONTRACT NO. 14-RMR-2554

BETWEEN

CITY OF GILLETTE, WYOMING

AND

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
ROCKY MOUNTAIN REGION

LOVELAND AREA PROJECTS

FOR

FIRM ELECTRIC SERVICE

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1. PREAMBLE: This Contract is made this _____ day of _____, 20____, (Effective Date) pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), August 4, 1977 (91 Stat. 565); October 24, 1992 (106 Stat. 2776, 2799-2803); August 8, 2005 (119 Stat. 594); other acts that specifically apply to the projects involved; and Acts amendatory or supplementary to the foregoing acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract or a duly appointed successor; and CITY OF GILLETTE, WYOMING, a municipal corporation duly organized, created, and existing under and by virtue of the laws of the State of Wyoming, hereinafter called Contractor, its successors and assigns; each sometimes hereinafter individually called the Party and both sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 Western markets and delivers wholesale hydroelectric power generated at Federal dams in the Pick-Sloan Missouri Basin Program-Western Division (Pick-Sloan Western Division), and the Fryingpan-Arkansas Project collectively, Loveland Area Projects, or LAP.

2.2 LAP energy with capacity was previously marketed pursuant to the Post-1989 General Power Marketing and Allocation Criteria, Pick-Sloan Western Division (Post-1989 Plan) published in the Federal Register (51 FR 4012), January 31, 1986.

2.3 The Energy Planning and Management Program (EPAMP) Final Rule published in the Federal Register (60 FR 54151) October 20, 1995, Subpart C extended and amended the Post-1989 Plan. In addition, EPAMP implemented the requirements of Section 114 of the Energy Policy Act of 1992 that requires integrated resource planning by Western's firm electric service customers.

2.4 Western's LAP Final 2025 Power Marketing Initiative (2025 PMI), published in the Federal Register December 30, 2013 (78 FR 79444), is inclusive of the Post-1989 Plan, as revised and published in the Federal Register

November 3, 1993 (58 FR 58690), and as extended and amended by EPAMP and the Post-2004, Post-2009, and Post-2014 LAP resource pool allocations. The 2025 PMI provides the basis for marketing the LAP long-term firm hydroelectric resources beginning with the Federal fiscal year 2025, including the contract term and resource pools.

2.5 Contractor's Contract No. 87-LAO-115, Firm Electric Service, as amended or supplemented (Original Contract), terminated at the end of the calendar day on March 31, 2015, pursuant to Section 4.1 of replacement Contract No. 15-RMR-2633 (Contract 2633), Firm Electric Service. Contract 2633 expires at the end of the calendar day on September 30, 2024.

2.6 The 2025 PMI provides for Western to extend the existing Contract Rate of Delivery (CROD) with associated energy to existing long-term firm electric service customers. The CROD with associated energy is subject to reductions, withdrawals, restrictions, limits, penalties, termination, and any other applicable adjustments under Contractor's firm electric service Contract 2633, and is subject to any Western-approved assignments. The CROD with associated energy may be reduced by up to one percent (1%) for each new resource pool in 2024, 2034, and 2044, and is also subject to other adjustments under this Contract.

2.7 The Parties choose to enter into this Contract by which Western will provide firm electric service to Contractor from October 1, 2024, through the end of the calendar day on September 30, 2054. This Contract will provide an orderly transition of firm electric service from Contract 2633 to this Contract.

2.8 If applicable, certain allocation holders identified in Exhibit D have assigned their LAP allocations to Contractor, and those assigned LAP allocations are included in this Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF CONTRACT: This Contract is effective as of the date in Section 1 above, will remain in effect through the end of the calendar day on September 30, 2054, and is subject to prior adjustments, modification, or termination as provided herein; Provided, That the delivery of firm electric service under this Contract does not commence until October 1, 2024.

5. RELATED CONTRACTS:

5.1 Contractor's Contract 2633 expires by its own terms and terminates in its entirety at the end of the calendar day on September 30, 2024.

- 5.2 In the event Contract 2633 is terminated prior to the end of the calendar day on September 30, 2024, this Contract terminates effective with the termination of Contract 2633, unless otherwise provided in another agreement.
- 5.3 The CROD with associated energy under Contractor's Contract 2633 may be modified prior to October 1, 2024, based upon the terms in Contractor's Contract 2633 related to reductions, withdrawals, restrictions, limits, penalties, termination, and any other applicable adjustment. If such modifications occur prior to October 1, 2024, this Contract and any applicable exhibits and attachments will be revised.
- 5.4 If applicable, certain allocation holders identified in Exhibit D have assigned their LAP allocations to Contractor, and those assigned LAP allocations are included in this Contract. If this Contract terminates for any reason, any applicable allocation assignment agreement(s) shall terminate concurrently with the termination of this Contract.
6. DEFINITIONS: The following capitalized terms have the designated meaning when used in this Contract:
- 6.1 Contract Rate of Delivery or CROD is the maximum amount of capacity Contractor is entitled to receive in the December billing period of each Winter

Season and the July billing period of each Summer Season as set forth in Exhibit A of this Contract.

- 6.2 Minimum Hourly Delivery is the minimum percentage of Contractor's CROD which Contractor must accept each hour of each month of each season as set forth in Exhibit A of this Contract.
- 6.3 Monthly Capacity is the quantity of firm capacity, expressed in kilowatts (kW) that Western is committed to supply and Contractor is entitled to receive each month as set forth in Exhibit A of this Contract.
- 6.4 Monthly Energy is the quantity of firm energy, expressed in kilowatthours (kWh) that Western is committed to supply and Contractor is entitled to receive each month as set forth in Exhibit A of this Contract.
- 6.5 Points of Delivery are the points where firm electric service furnished by the Loveland Area Projects is delivered as set forth in Exhibit A of this Contract.
- 6.6 Pumped-Storage Energy is energy scheduled from Mount Elbert Powerplant for debit to Contractor's Pumped-Storage Energy account as set forth in Section 8 of this Contract.

- 6.7 Return Energy is the energy scheduled to Western for credit to Contractor's Pumped-Storage Energy account as set forth in Section 8 of this Contract.
- 6.8 Seasonal Energy is the quantity of firm energy, expressed in kWh that Western is committed to supply and Contractor is entitled to receive each Winter Season and each Summer Season as set forth in Exhibit A of this Contract.
- 6.9 Summer Season is the six (6) month period from the first day of the April billing period through the last day of the September billing period of any calendar year.
- 6.10 Support Energy is non-Loveland Area Projects energy purchased on a pass-through cost basis at Contractor's request as set forth in Section 9 of the Contract.
- 6.11 Time is Mountain Standard Time or Mountain Daylight Time, as appropriate.
- 6.12 Winter Season is the six (6) month period from the first day of the October billing period of any calendar year through the last day of the March billing period of the following calendar year.

7. FIRM ELECTRIC SERVICE:

7.1 Seasonal Energy and Contract Rate of Delivery: Western, under the terms and conditions set forth in this Contract and within the available capacity of the applicable substation and transmission facilities to deliver the firm electric service at specific Points of Delivery, will furnish firm electric service to Contractor. Firm electric service will be provided at Contractor's Seasonal Energy with the Monthly Energy amounts, and Contractor's CROD with the Monthly Capacity amounts. Delivery will be provided at the amounts, Point(s) of Delivery, and voltage(s) set forth in Exhibit A of this Contract, less any adjustments specified herein. Contractor will not claim as operating reserves any portion of its CROD or its Monthly Capacity.

7.2 Monthly Commitments: The Monthly Energy and the Monthly Capacity are set forth in Exhibit A of this Contract. Monthly Energy may not be transferred from month to month. Changes requested by Contractor must be submitted in writing to Western for approval sixty (60) days prior to the beginning of any season for which a change is requested to the CROD at the Points of Delivery, and will be set forth in a revised Exhibit A to this Contract.

7.3 Minimum Hourly Delivery: The Minimum Hourly Delivery is set forth in Exhibit A to this Contract and may be changed at Western's discretion to meet changing water release constraints, resource constraints, or seasonal

hydrology conditions. Minimum Hourly Delivery changes for a period of more than one (1) year will be set forth in Exhibit A of this Contract. Contractor will be given thirty (30) days from the date of Western's written notice to provide comment prior to any such change.

7.4 Points of Delivery and Voltages: Generally, all delivery points will be on the LAP transmission system. Firm electric service furnished to Contractor will be delivered at the point(s) and voltage(s) set forth in Exhibit A of this Contract.

7.4.1 Transmission costs and losses incurred in the delivery of firm electric service to the Points of Delivery on the LAP transmission system as identified in Exhibit A of this Contract are the responsibility of Western.

7.4.2 All transmission costs, including but not limited to losses and other charges, associated with the delivery of firm electric service beyond the LAP transmission system are the responsibility of the Contractor.

7.4.3 Arrangements may be made with a third party to transmit and deliver energy from the Points of Delivery on the LAP transmission system to Contractor's point of use. Such arrangements will normally be made, managed, and paid by Contractor, or by a group of firm electric service customers. Contractor may request Western to make such arrangements on Contractor's, or a group of firm electric service

customers' behalf. If Western consents to make such arrangements, including contracting for the transmission on behalf of Contractor or a group of firm electric service customers, Western will pass through all the costs, along with all associated allocable costs, to the requesting Contractor or group of firm electric service customers, as applicable.

7.5 Metering: If applicable, the point(s) of metering and metering voltage(s) are set forth in the Scheduling, Accounting, and Billing Procedure entered into pursuant to Section 13 of this Contract. If the firm electric service delivered hereunder is measured at point(s) and/or voltage(s) other than the Point(s) of Delivery, the measured amount(s) may be adjusted for losses between the Point(s) of Delivery and the point(s) of metering.

7.6 Allocation Adjustments:

7.6.1 Adjustments for Periodic Resource Pools: Effective October 1, 2024, October 1, 2034, and October 1, 2044, for each respective resource pool, the Seasonal Energy and CROD will be adjusted up to the maximum permitted withdrawal of 1 percent.

7.6.1.1 Western will provide Contractor two (2) years advance written notice of such adjustment.

7.6.1.2 The adjustments to Seasonal Energy and CROD (Winter Season and Summer Season based on the then-current Exhibit A) will be calculated according to the following formulas. The resulting Adjusted Seasonal Energy and Adjusted CROD will be set forth in revisions to Exhibit A of this Contract:

Seasonal Energy (current Exhibit A) x 99% = Adjusted Seasonal Energy

CROD (current Exhibit A) x 99% = Adjusted CROD

7.6.1.3 If Western determines that any portion of the Seasonal Energy and CROD withdrawn under the terms of this Section 7.6.1 are not required for the resource pools, Western may offer a pro-rata share of the unallocated Seasonal Energy and CROD to Contractor by withdrawing less than the maximum one percent (1%) allowed for each resource pool.

7.6.2 Adjustment for Short-Term Hydrology Increases: The Monthly Energy may be increased periodically, at Western's discretion, if short-term hydrology conditions allow. If the Monthly Energy is increased for any

month, it will revert in subsequent months to the Monthly Energy as set forth in Exhibit A of this Contract.

7.6.3 Adjustment for Transmission System Capacity Limitations: In determining the LAP marketable capacity, Western presumed transmission system capacity losses would be offset by diversity. If transmission system diversity becomes insufficient to offset capacity losses, all firm electric service customers' CROD may, at the discretion of Western, be reduced in each season on a prorated basis following Western's advance written notice to each firm electric service customer, including Contractor, of such reduction. Contractor will be given thirty (30) days from the date of Western's written notice to provide comment prior to the effective date of any such reduction.

7.6.4 Adjustment Due to LAP Generating Capacity Assumptions: LAP allocations are based on the probability that Federal hydropower generation capacity will be available ninety percent (90%) of the time. In periods of adverse generating capacity, Western may be required to reduce Federal generation to the capacity available at the ninety-nine percent (99%) probability level rather than the ninety percent (90%) probability level.

7.6.4.1 Western will provide Contractor at least ninety (90) days written notice prior to any required reduction due to adverse generating capacity as described in Section 7.6.4.

7.6.4.2 Contractor may elect to purchase replacement capacity through Western on a pass-through cost basis. The monthly maximum amounts of replacement capacity Western may purchase for Contractor are set forth in Exhibit B of this Contract. If Contractor fails to deposit the required funds as requested by Western pursuant to Section 11.1 of this Contract, Contractor will lose its election under this Section 7.6.4 for the season elected.

7.6.4.3 Contractor will provide written notification to Western within thirty (30) days of notice if it elects to have Western purchase replacement capacity on its behalf. Contractor may change its election by written notice to Western sixty (60) days prior to the beginning of any Summer Season or Winter Season.

7.6.4.4 If Contractor elects not to have Western purchase replacement capacity on its behalf, Western may, at its discretion, reduce Contractor's Monthly Capacity as set forth in Exhibit A of this Contract to reflect the difference between

the ninety percent (90%) probability level and the amount of capacity available, but not below the ninety-nine percent (99%) probability level.

7.6.5 Adverse Hydrology Adjustments: Western may, at its discretion, adjust the Seasonal Energy and CROD upon five (5) years advance written notice to Contractor; Provided, That such additional adjustment, if any, will be made only in response to changes in hydrology and/or river operations. Proportional adjustments will be set forth in Exhibit A of this Contract after an appropriate public process.

7.6.6 Adjustments Due to Newly Available Resources: In the event that Western, at its sole discretion, determines that Seasonal Energy and CROD become available, Western may offer these resources to its firm electric service customers. Western may wait until such time as it accumulates sufficient Seasonal Energy and CROD to justify offering these resources in order to eliminate administrative burden.

7.6.7 Adjustments Due to Lack of Generation Resources Beyond the LAP System: LAP does not have generation resources in the States of Kansas and Nebraska, and has utilized contractual arrangements with third parties for delivery into Kansas and Nebraska. In the event that Western, at its sole discretion, determines it does not have or is unable

to secure acceptable generation/power supply arrangements with third parties, for delivery of firm electric service, Contractor may make arrangements to take delivery of its allocation at agreed upon Point(s) of Delivery on the LAP transmission system, inclusive of LAP facilities in the Eastern Interconnection.

7.6.8 Adjustment for Lack of Transmission Service: If Contractor is unable or unwilling to make transmission arrangements beyond the LAP system at its sole expense pursuant to Sections 7.4.2, 7.4.3, and 7.6.7 of the Contract, Western may adjust Contractor's Seasonal Energy and CROD, or terminate this Contract in its entirety.

7.6.9 Adjustments Due to Termination of Assignment: As applicable, if any assignment identified in Exhibit D of the Contract is terminated, the Seasonal Energy and CROD associated with that assignment will be withdrawn from Contractor by revising Exhibit D. Withdrawals under these conditions may be administratively reallocated by Western without further public process.

8. PUMPED-STORAGE AND RETURN ENERGY: Contractor may elect to use Pumped-Storage Energy according to the terms of this Contract.

- 8.1 If Contractor elects not to use Pumped-Storage Energy, Western may utilize the LAP Pumped-Storage feature. Western's purchases to restore the Pumped-Storage Energy account(s) will be incorporated into the LAP rate base.
- 8.2 Transmission for delivery of Pumped-Storage Energy and Return Energy over the system(s) of third parties will be made under the terms and conditions of contracts between Contractor and applicable third parties. Upon Western's written request, Contractor will provide Western a copy of such contract(s).
- 8.3 For firm electric service customers not directly interconnected to the LAP transmission system at Malta Substation, the losses and transmission charges set forth in Exhibit C hereto will be assessed on schedules to and from Western.
- 8.4 Pumped-Storage Energy Account:
- 8.4.1 As of October 1, 2024, Contractor will have 3.9 kilowatthours per kilowatt of its CROD for the Summer Season and 4.4 kilowatthours per kilowatt of its CROD for the Winter Season in a Pumped-Storage Energy account.

- 8.4.2 Contractor may schedule energy to or from Western for credit or debit to Contractor's Pumped-Storage Energy account. Pumped-Storage Energy may be scheduled to Contractor from Western only when there is a positive balance in Contractor's Pumped-Storage Energy account.
- 8.4.3 Contractor will schedule and deliver 1.4 kWh of Return Energy to Western at such points on the LAP transmission system as the Parties mutually agree for each kilowatt-hour scheduled from Contractor's Pumped-Storage Energy account. Western will credit Contractor's Pumped-Storage Energy account 1.0 kWh per 1.4 kWh of Return Energy received. All Return Energy will be accounted for as if it were transmitted to Malta Substation regardless of the point(s) at which it is actually delivered. The 1.4 kWh of Return Energy for every 1.0 kWh of Pumped-Storage Energy ratio will be reviewed and may be adjusted by Western periodically to more accurately reflect actual operating experience or conditions.
- 8.4.4 Contractor's Pumped-Storage Energy account will not exceed the initial amount of energy as specified in Section 8.4.1 of this Contract. The balance in Contractor's Pumped-Storage Energy account must be restored to this level by Contractor at the end of each Summer Season and each Winter Season.

8.5 Scheduling:

8.5.1 Pumped-Storage and Return Energy will be scheduled according to Western's Scheduling, Accounting, and Billing Procedure.

8.5.2 Contractor's total hourly rate of delivery of Monthly Energy, Pumped-Storage Energy, and Support Energy will not exceed Contractor's Monthly Capacity.

8.5.3 Return Energy will normally be scheduled to Western for credit to Contractor's Pumped-Storage Energy account during off-peak hours as defined in the Scheduling, Accounting, and Billing Procedure. These hours are subject to change at Western's sole discretion should operating experience or conditions indicate such a change is necessary.

8.5.4 If Western determines that Return Energy schedules must be curtailed due to Western's inability to absorb off-peak energy, such schedules will be curtailed for all LAP firm electric service customers on a pro rata basis.

8.6 If Contractor fails to restore its Pumped-Storage Energy account to its initial level at the end of each Summer Season and each Winter Season as

required pursuant to Section 8.4.4 of this Contract, Western will purchase the energy required, at Contractor's expense, and invoice Contractor an amount equal to Western's cost to provide said energy. The purchase of required energy is subject to Provision 3 of the General Power Contract Provisions attached hereto.

9. SUPPORT ENERGY:

9.1 At Contractor's request and to the extent that it is able to do so, Western will purchase Support Energy for Contractor on a pass-through cost basis pursuant to Section 11.1 of this Contract. Support Energy is in addition to Monthly Energy and Pumped-Storage Energy.

9.1.1 Support Energy may be purchased in addition to Monthly Energy such that the combined Monthly Energy and Support Energy does not exceed the energy associated with utilizing the Contractor's Monthly Capacity at Contractor's historical system load factor as determined by Western.

9.1.2 The Contractor's Support Energy will be determined by Western based on data and information requested from Contractor.

9.1.3 The combined rate of delivery of Monthly Energy, Support Energy, and Pumped-Storage Energy may not exceed the Contractor's Monthly Capacity.

9.2 The terms of Support Energy purchases will be set forth in either a separate agreement between the Parties or an exhibit to this Contract.

10. RATES: Western will charge Contractor for firm electric service furnished hereunder in accordance with rates set forth in the LAP Rate Schedule(s), currently Schedule L-F10, or any superseding rate schedule(s).

11. COMPENSATION: Contractor will pay Western for firm electric service furnished hereunder in accordance with the following as well as applicable provisions set forth in the General Power Contract Provisions, attached hereto and made a part hereof.

11.1 Pass-Through Costs: Contractor will pay Western in advance for pass-through costs made pursuant to Sections 7.4.3, 7.6.4.2, and 9 of this Contract.

11.1.1 Trust Account: Western will establish a trust account and will require Contractor to deposit an amount into the trust account sufficient to pay for the estimated amount of one (1) month's pass-through cost

by Western on behalf of Contractor. Contractor will deposit funds into the trust account, as requested by Western, prior to Western purchasing on behalf of Contractor.

11.1.2 Excess money remaining in the trust account at the end of a season will be credited toward Contractor's next season, if applicable.

11.1.3 Excess money remaining in the trust account at the end of the purchase agreement period will be refunded to Contractor as soon as practicable, without any interest whatsoever.

11.1.4 If at any time, the trust account balance is insufficient to pay for the cost of purchases by Western at Contractor's request, Contractor will deposit an amount into the trust account as requested by Western, upon receipt of an itemized invoice.

11.2 Bill Crediting: Payments due Western by Contractor, or due by Western to Contractor, may be accomplished through third party bill crediting as follows. All other payment provisions will remain in full force and effect.

11.2.1 Payments to a third party: Payments due Western by Contractor will be paid by Contractor to a third party when so directed by Western. Any third party designated to receive payment, and the amount to be

paid to that party, will be identified in writing to Contractor with the monthly power bill. The payment to the third party will be due and payable by the payment due date specified on Contractor's power bill issued by Western. When remitting payment to a designated third party, Contractor will indicate that such payment is made on behalf of Western. Western will credit Contractor for the amount paid to the designated third party as if payment had been made directly to Western and release Contractor from such payment obligation to Western.

- 11.2.2 Payments from a third party: Contractor will accept payment from a third party of amounts due Contractor by Western and will notify Western of the date of receipt of each payment. Contractor will credit Western for such payment the same as if payment had been made directly by Western and release Western from such payment obligation to Contractor. This obligation to accept payment from a third party does not release Western of its obligation to pay Contractor if a third party is unwilling or unable to pay. In the event a third party payment to Contractor exceeds Western's payment obligation to Contractor, Contractor will reimburse the difference to Western within twenty (20) days of receipt of such third party payment. In the event Western directs more than one third party to make payment to Contractor and the total payments exceed

Western's payment obligation to Contractor, Contractor will reimburse the difference to Western within twenty (20) days of receipt of the last payment received by Contractor.

12. CREDITWORTHINESS PROCEDURES: Contractor agrees to comply with Western's Creditworthiness Procedures, which are attached hereto and made a part of this Contract the same as if expressly set forth herein. These Creditworthiness Procedures may be superseded by any Creditworthiness Procedures as agreed to and executed by the Parties.

13. SCHEDULING, ACCOUNTING, AND BILLING PROCEDURE:

13.1 A written Scheduling, Accounting, and Billing Procedure will be developed and executed by the Parties prior to October 1, 2024, and will be attached hereto and made a part hereof. The Scheduling, Accounting, and Billing Procedure implements certain terms of this Contract but does not modify or amend it and is, therefore, subordinate to this Contract.

13.2 Deliveries of firm electric service hereunder may be scheduled in advance as determined by Western, emergencies excepted, and accounted for on the basis of such advance schedules in accordance with the Scheduling, Accounting, and Billing Procedure. The Scheduling, Accounting, and Billing Procedure will specify the conditions under which inadvertent deliveries,

which are greater or less than scheduled deliveries, may be corrected in later deliveries.

13.3 If Contractor does not execute the initial Scheduling, Accounting, and Billing Procedure or any revised Scheduling, Accounting, and Billing Procedure which Western determines to be necessary, Western will implement the Scheduling, Accounting, and Billing Procedure until mutually acceptable procedures have been developed and executed by the Parties.

14. POWER FACTOR: Contractor will maintain the power factor specified in Western's rate schedule(s) and General Power Contract Provisions. If the power factor requirements under the applicable rate schedule(s) and the General Power Contract Provisions differ, the more stringent requirement will apply.

14.1 If Contractor fails to comply with the power factor requirement in Section 14 above, Western may:

14.1.1 Provide Contractor ninety (90) days advance written notice of noncompliance.

14.1.2 Initiate the Power Factor Accounting and Compliance Procedures in the Scheduling, Accounting, and Billing Procedure.

14.2 Western may correct the condition by making compensatory improvements to Western's system at Contractor's expense, or by making compensatory improvements to Contractor's system with prior approval of Contractor.

14.3 If Western is required to pay for system improvements associated with power factor correction on the systems of its wheeling agents which are attributable to conditions on the system of Contractor, Contractor agrees to pay Western for the cost of such improvements.

15. INTEGRATED RESOURCE PLANNING: EPAMP requires that Contractor submit an Integrated Resource Plan (IRP) to Western. Alternatively, as provided in EPAMP, Contractor may submit a small customer plan, minimum investment report, or energy efficiency/renewable energy report if Contractor satisfies applicable qualifying requirements contained in Subpart B 10 CFR Part 905, as amended, of EPAMP.

15.1 Western will administer the integrated resource planning requirements in accordance with EPAMP, as amended.

15.2 Contractor will comply with applicable integrated resource planning requirements in accordance with EPAMP, as amended.

15.3 Contractor's failure to comply with EPAMP's integrated resource planning requirements, after exhaustion of all applicable administrative appeals, will result in the application of penalties as specified in EPAMP.

15.4 In the event Western promulgates changes to EPAMP, Contractor may terminate this Contract, by written notice to Western within ninety (90) days after the effective date of an EPAMP change. This Contract will terminate no later than one (1) year from the date of Contractor's written notice to Western.

16. RENEWABLE ENERGY CREDITS: If Contractor takes delivery of LAP firm electric service and so elects, credit will be offered by Western for LAP renewable energy attributes (or other related attributes as may be determined in the future) under the terms and conditions provided in Exhibit E to this Contract.

17. EXHIBITS: As applicable, initial Exhibits A, B, C, D, and E are incorporated by reference and made a part of this Contract. All exhibits will be in full force and effect in accordance with their terms and the terms of this Contract.

17.1 The Parties may add or revise an exhibit upon signature of the Parties. The Parties may terminate an exhibit by signing a letter of concurrence agreeing to such termination.

17.2 If there is a conflict between the provisions of this Contract and any exhibit to this Contract, the provisions of this Contract will prevail.

18. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective September 1, 2007, attached hereto, are made a part of this Contract the same as if they had been expressly set forth herein; Provided, That Provisions 19 through 30 will not be applicable hereunder.
19. AUTHORITY TO EXECUTE: Each individual signing this Contract certifies that the Party represented has duly authorized such individual to execute this Contract that binds and obligates the Party.

Contract No. 14-RMR-2554
CITY OF GILLETTE,
WYOMING

The Parties have executed this Contract No. 14-RMR-2554 to be effective on the date set forth in Section 1 above.

WESTERN AREA POWER ADMINISTRATION

By: _____
David Neumayer

Title: Vice President of Power Marketing
Rocky Mountain Region

Address: Western Area Power Administration
P.O. Box 3700
Loveland, CO 80539-3003

CITY OF GILLETTE, WYOMING

(SEAL)

Attest:

By: _____
Louise Carter-King

Title: Mayor

By: _____

Address: City of Gillette
611 North Exchange Avenue
Gillette, WY 82717

Date: _____

RESOLUTION

BE IT RESOLVED by the City Council of the CITY OF GILLETTE, WYOMING, that _____ is hereby authorized to execute for and on behalf of the CITY OF GILLETTE, WYOMING, the attached Contract No. 14-RMR-2554 with the Western Area Power Administration, which was duly presented to the City Council and which Contract is hereby approved.

(State of Wyoming)) ss
(County of Campbell)

I, _____, the duly appointed and qualified _____ of the CITY OF GILLETTE, WYOMING, do hereby certify that the foregoing is a true, accurate, and complete copy of a resolution duly passed and adopted at a regular meeting of the City Council of the CITY OF GILLETTE, WYOMING, held on _____, 20__.

Dated: _____

By: _____

Title: _____

(SEAL)