Platte River Power Authority

Estes Park • Fort Collins • Longmont • Loveland

Board of directors regular meeting

2000 E. Horsetooth Road, Fort Collins, CO 80525
Thursday, Sep. 25, 2025, 9 a.m.

Call to order

1. Consent agenda — *Motion to approve*
    a. Minutes of the regular meeting of Aug. 28, 2025

Public comment

Committee reports

2. Defined Benefit Plan committee report

Board action items

3. Recommended amendments to Organic Contract and Power Supply Agreements; approve amendments to Power Supply Agreements — *Resolution 06-25*

Management presentations

4. Cost increases and long-term rate projections
5. 2026 proposed strategic budget work session
6. 2026 rate tariff schedules
7. Rawhide Unit 1 major outage preview

Management reports

8. Staffing update
9. New large load policy principles

Monthly informational reports – August

10. Operational health report
11. Financial health report

Strategic discussions

Adjournment

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2025 board meeting planning calendar

Updated Sep.12, 2025

Oct. 30, 2025 – hosted at Rawhide

Defined Benefit Plan committee meeting

Board action items	Management presentations	Management reports	Monthly informational reports
2025 Forvis Mazars financial audit plan	2026 proposed strategic budget update – public hearing		Operational health report
2026 rate tariff schedules	Reaffirmation if the Resource Diversification Policy		Financial health report
			Q3 organizational report

November 2025

No board of directors meeting

Dec. 11, 2025

Board action items	Management presentations	Management reports	Monthly informational reports
2026 Strategic Budget review and adoption	Rawhide Unit 1 major outage update	Benefits update	Operational health report
2026 proposed board of directors regular meeting schedule			Financial health report
Committee report			
Defined Benefit committee report			

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Topics to be scheduled:

- Enterprise risk management update
- Rates 101
- SPP implementation (Feb/March)

***This calendar is for planning purposes only and may change at management's discretion.**

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2025 board of directors

Owner communities	Term expiration
Town of Estes Park	
P.O. Box 1200, Estes Park, Colorado 80517	
Mayor Gary Hall—Vice Chair, Board of Directors	April 2028
Reuben Bergsten	December 2027
City of Fort Collins	
P.O. Box 580, Fort Collins, Colorado 80522	
Mayor Jeni Arndt—Chair, Board of Directors	January 2026
Tyler Marr	December 2026
City of Longmont	
350 Kimbark Street, Longmont, Colorado 80501	
Mayor Joan Peck	November 2025
Darrell Hahn	December 2026
City of Loveland	
500 East Third Street, Suite 330, Loveland, Colorado 80537	
Mayor Jacki Marsh	November 2025
Sharon Israel	December 2029

Platte River Power Authority

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Our vision

To be a respected leader and responsible power provider improving the region's quality of life through a more efficient and sustainable energy future.

Our mission

While driving utility innovation, Platte River will safely provide reliable, environmentally responsible and financially sustainable energy and services to the owner communities of Estes Park, Fort Collins, Longmont and Loveland.

Our values

Safety
Without compromise, we will safeguard the public, our employees, contractors and assets we manage while fulfilling our mission.

Integrity
We will conduct business equitably, transparently and ethically while complying fully with all regulatory requirements.

Service
As a respected leader and responsible energy partner, we will empower our employees to provide energy and superior services to our owner communities.

Respect
We will embrace diversity and a culture of inclusion among employees, stakeholders and the public.

Operational excellence
We will strive for continuous improvement and superior performance in all we do.

Sustainability
We will help our owner communities thrive while working to protect the environment we all share.

Innovation
We will proactively deliver creative solutions to generate best-in-class products, services and practices.

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Memorandum

Date: 9/17/2025

To: Board of directors

From: Jason Frisbie, general manager and chief executive officer
Angela Walsh, executive director of board and administration

Subject: **Consent agenda – September**

Staff requests approval of the following item on the consent agenda. The supporting document is included for the item listed below. Approval of the consent agenda will approve the item unless a board member removes it from consent for further discussion.

Attachment

- Minutes of the regular meeting of Aug. 28, 2025

Platte River Power Authority

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Regular meeting minutes of the board of directors

2000 E. Horsetooth Road, Fort Collins, CO
Thursday, Aug. 28, 2025

Attendance

Board members
From Estes Park: Mayor Gary Hall and Reuben Bergsten
From Fort Collins: Mayor Jeni Arndt and Tyler Marr
From Longmont: Mayor Joan Peck and Darrell Hahn
From Loveland: Mayor Jacki Marsh and Sharon Israel

Platte River staff
Jason Frisbie (general manager/CEO)
Sarah Leonard (general counsel)
Dave Smalley (chief financial officer and deputy general manager)
Melie Vincent (chief power supply officer)
Mark Weiss (chief technology officer)
Travis Hunter (chief generation and transmission officer)
Tim Blodgett (chief strategy officer)
Angela Walsh (executive director of board and administration, board secretary)
Kaitlyn McCarty (senior executive assistant)
Kelsey Foster (IT service desk technician II)
Heather Banks (senior manager, fuels and water)
Matthew Scheppers (manager, system engineering)
Zach Borton (distributed energy resources services manager)
Maia Jackson (senior communications and marketing specialist)
Paul Davis (director distributed energy resources)
Kendal Perez (senior manager, communications, community relations, and public education)
Jennifer Hammitt (director, legal affairs)
Brodie Griffin (director, power generation)
Chris Fields (senior fuels and water resources engineer)
Staci Sears (senior manager, human resources)
Shelley Nywall (director, finance)
Jason Harris (senior manager, financial reporting and budget)
Leigh Gibson (senior external affairs specialist)
Mark Siano (supervisor, system engineering design)

Guests
None

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Call to order

Chair Arndt called the meeting to order at 9:02 a.m. A quorum of board members was present via roll call. The meeting, having been duly convened, proceeded with the business on the agenda.

Action items

1. **Consent agenda**

    a. Approval of the regular meeting minutes of July 31, 2025

    b. Transfer of Craig Station parcel to Tri-State

Director Hall moved to approve the consent agenda as presented. Director Peck seconded. The motion carried 8-0.

Public comment

Chair Arndt opened the general public comment section by reading instructions, noting that time to accommodate each speaker would be divided equitably among in-person members of the public and callers wishing to speak at the start of public comment, but limited to a maximum of three minutes per speaker. No members of the public addressed the board.

Management presentations

2. **Final versions of proposed amendments to Organic Contract and Power Supply Agreements (presenter: Sarah Leonard)**

Sarah Leonard, general counsel, provided an overview of the steps taken to date in the review and revision of the Organic Contract and Power Supply Agreements and consulting with the owner community stakeholder groups. She previewed the upcoming approval schedule with the Estes Park Town Board and three city councils, outlining the next steps in the process.

Vice Chair Hall inquired whether both documents require approval by the town board.
Ms. Leonard confirmed that both the amendments to the Organic Contract and the Power Supply Agreements must be approved by each governing body.

Directors expressed appreciation for the smooth process and effective communication updating the documents and discussed approval timelines across the four owner communities. Jason Frisbie, general manager and chief executive officer, thanked the board and owner community staff for their collaboration and support.

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3. Windy Gap unit sales RFP and Chimney Hollow Reservoir update (presenter: Heather Banks)

Heather Banks, senior manager, fuels and water, provided an overview of the Windy Gap Firming project, Windy Gap unit sales and the current request for proposal (RFP) process to sell three units in 2025. Mr. Frisbie elaborated on the debt service associated with Platte River's participation in the project.

Director Israel initiated a discussion on the proposed policies of the Northern Colorado Water Alliance and inquired about their alignment with, or potential impact on, Platte River's existing water policy. Ms. Banks responded that Platte River staff has been actively engaged with the Water Alliance and remain committed to retaining water resources within the region. Director Marr discussed the first right of refusal on water options for the four owner communities. Ms. Banks confirmed that the first right of refusal option has never been exercised. Discussion continued among directors and staff regarding current and future water needs, selling Windy Gap units and membership within the Northern Colorado Water Alliance.

Ms. Banks provided an update on the Chimney Hollow Reservoir and highlighted recent construction milestones.

Chair Arndt inquired if water would leave the site during uranium mitigation. Ms. Banks responded that water could leave for treatment but will not be delivered into the water system until the water is at drinking water quality. Director Israel commented on taking the Northern Water East West tour. Director Marr commended staff for their work on the project.

4. VPP update (presenter: Zach Borton)

Zach Borton, distributed energy resources services manager, provided a status update on the distributed energy storage project and associated land use leases. He also outlined the next steps for project construction.

Director Hall inquired about the expected lifespan of the batteries. Mr. Borton explained that after approximately 20 years of daily cycling, battery capacity is projected to decline to about 65-68% of original capacity. Director Bergsten addressed the virtual power plant requirements and discussed how the battery storage project will be integrated to support those needs.

Mr. Frisbie asked how the distributed storage project will support operations compared to the 100 MW storage project Platte River recently procured. Mr. Borton explained that distributed energy storage helps modify load, while the 100 MW storage project supports renewable resource integration. Mr. Frisbie further inquired how the owner communities can use the distributed energy storage for rooftop solar. Mr. Borton explained cost to serve the load and how rooftop solar cost savings decline in the Southwest Power Pool (SPP) market structure and emphasized the importance of a virtual power plant (VPP). Discussion ensued among directors and staff regarding grid-forming inverters, managing partnerships, standardization, and timeline of VPP integration. Director Bergsten discussed the potential need for a Platte River policy on VPP systems and programs integration.

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5. Large load interconnections (presenter: Matthew Scheppers)

Matthew Scheppers, manager, system engineering, presented on industry experiences in handling large load requests, Platte River's role in receiving requests, and the SPP load interconnections process. He also provided an update on work by the North American Electric Reliability Corporation large load task force.

Mr. Jason Frisbie discussed the evaluation process with owner communities for new large loads on the system. He noted that currently, only one substation can support a large load interconnection without installing additional equipment. All other substations would require additional equipment to accommodate future large load requests.

Chair Arndt inquired whether large loads would necessitate water usage. Discussion ensued among directors and staff concerning the potential water requirements and the risks associated with incorporating large loads into the system.

Monthly informational reports for July

6. Operational health report (presenter: Melie Vincent)

Melie Vincent, chief power supply officer, highlighted operational results for July. She stated that, while the region experienced hot weather throughout the month of July, owner community demand came in below budget and energy came in near budget. The overall net variable cost to serve owner community load was below budget for the month due to higher market sales volume, partially offset by higher coal generation volume. Year to date, owner community demand is near budget, while energy and the net variable cost to serve owner community load are below budget.

7. Financial health report (presenter: Dave Smalley)

Dave Smalley, chief financial officer and deputy general manager, highlighted financial results for July, reporting favorable results year to date. Change in net position of $24.5 million was favorable by $10.6 million compared to budget, primarily due to above-budget operating revenues, below-budget operating expenses and above-budget nonoperating revenues. The current estimate for year-end change in net position prior to deferring revenues ranges from $32.3 million to $55.8 million. Based on current assumptions, the expected change in net position prior to deferring revenues is $51.8 million.

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8. Executive session

Chair Arndt noted the next item on the agenda was an executive session to determine positions relative to matters that may be subject to negotiations, to develop strategy for negotiations, and to instruct negotiators. Director Hall moved that the board of directors go into executive session to determine positions relative to matters that may be subject to negotiations, to develop strategy for negotiations, and to instruct negotiators.

The general counsel advised that an executive session was authorized under Colorado Revised Statutes, Section 24-6-402(4)(e)(I), provided that the board took no formal action during the executive session. Director Marr seconded, and the motion carried 8-0.

Reconvene regular session

The chair reconvened the regular session, confirming by roll call that all board members were present, and asked if there was further discussion or action because of the executive session. The board took no action after the executive session concluded.

Roundtable and strategic discussion topics

Directors provided updates from their individual communities.

Adjournment

With no further business, the meeting adjourned at 12:25 p.m. The next regular board meeting is scheduled for Thursday, Sept. 25, 2025, at 9:00 a.m. either virtually or at Platte River Power Authority, 2000 E. Horsetooth Road, Fort Collins, Colorado.

AS WITNESS, I have executed my name as Secretary and have affixed the corporate seal of the Platte River Power Authority this _____ day of_____, 2025.

_____
Secretary

Adopted:
Vote:

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Platte River Power Authority

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Memorandum

Date: 9/17/2025

To: Board of directors

From: Darrell Hahn, board member, retirement committee chair
Jason Frisbie, general manager and chief executive officer

Subject: **Defined Benefit Plan committee report**

The retirement committee held its quarterly meeting on Aug. 28, 2025. The minutes of the meeting are included in the board packet. At the board meeting, committee chair Darrell Hahn will provide a summary of the August retirement committee meeting.

Attachment

- Aug. 28, 2025 defined benefit plan committee minutes - DRAFT

Platte River Power Authority

Regular meeting minutes of the defined benefit plan committee

2000 E. Horsetooth Road, Fort Collins, CO and virtually via Microsoft Teams
Thursday, August 28, 2025

Attendance

Committee members
Darrell Hahn (chair)
Jason Frisbie (plan administrator)
Jeni Arndt
Gary Hall
Jacki Marsh
Dave Smalley

Committee members - absent

Platte River staff
Julie Depperman (director, treasury services)
Jennifer Hammitt (director, legal affairs)
Jason Harris (senior manager, financial reporting and budget)
Jayna Martin (supervisor, human resources)
Kaitlyn McCarty (senior executive assistant)
Shelley Nywall (director, finance)
Staci Sears (senior manager, human resources)

Guests
Marshall Jones of Russell Investments (Russell)
Garrett Kendall of Russell Investments
Megan Roach of Russell Investments

Call to order

The meeting was called to order at 1:10 p.m. A quorum was present and the meeting, having been duly convened, was ready to proceed with business. Committee Chair Darrell Hahn led the meeting.

Action items

(1) Review minutes of May 29, 2025, meeting. Chair Hahn asked for a motion to approve the minutes from the May 29, 2025, meeting. Chair Hahn moved to approve the minutes as submitted. Gary Hall seconded, and the motion carried 6-0.

(2) Second quarter investment performance. Garrett Kendall from Russell Investments introduced Megan Roach, total solutions portfolio manager for Russell Investments. Mr. Kendall reviewed second quarter performance and highlighted plan performance relative to its

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benchmarks (included in the meeting materials). He summarized key market developments, economic indicators, and significant events that impacted capital markets.

Ms. Roach provided information regarding performance of U.S. stocks during 2025. Ms. Roach stated that defensive and lower volatility segments of the market delivered positive returns during the first quarter despite an overall decline in the S&P 500 Index. As markets calmed in the second quarter, the trend reversed with higher returns coming from some of the riskier and most volatile stocks.

Mr. Kendall provided a brief portfolio overview, highlighting that the plan increased by 7.6% during the 2nd quarter of 2025 and lagged the policy benchmark by 28 basis points, primarily driven by an overweight to higher quality stocks, which underperformed for the quarter. The market value of the plan as of June end was $128.4 million. The plan experienced investment gains of almost nine million dollars, driven by strong equity market returns. On a year-to-date basis, the plan assets increased by $8.0 million.

Julie Depperman asked how the plan portfolio is positioned relative to the benchmark. Mr. Kendall stated that the portfolio is positioned slightly more defensively based on Russell's market outlook.

Mr. Kendall reviewed the plan's asset allocation, stating that the asset allocation is tactically overweight to global equities by 3.5%. The overweight is in response to the underweight of private equity as commitments have not been fully called. The overweight was additive to results for the quarter as public equity markets rallied. Tactical underweight to high yield bonds of -2.5% was brought back in-line with policy after a credit spread widening event. Spreads narrowed after eliminating the underweight, ultimately capturing upside from these tactical tilts.

During the second quarter, the private credit fund had a gross distribution of $140,835. There were no private credit capital calls during the quarter. The private equity fund had a capital call of $367,766 in early April.

Mr. Kendall reviewed the equity regional and sector exposures, stating that the portfolio's largest regional exposure was within the U.S., followed by the Europe ex-U.K. region. The portfolio remains modestly overweight to U.S. equities via small cap exposures, which continue to trade at significant discounts. The portfolio was well diversified across sectors, with the largest absolute exposures in information technology and financials, followed by industrials.

(3) Small cap equity education. Russell staff provided an educational session on small cap equity. Ms. Roach explained that the current small cap underperformance cycle has extended to unprecedented levels, second only to one previous period. Large cap dominance has created significant valuation disparities not seen in decades and historical patterns suggest small caps are positioned for a strong recovery phase.

(4) Retirement committee composition. Jason Frisbie recommended a change to the composition of the retirement committee. Staff recommends adding up to two plan participants to the retirement committee to make sure plan participants are represented and have a voice on the committee in the future. The two participant committee members can be active, deferred vested, or retiree participants. Mr. Frisbie recommended using the following procedure for adding plan participants to the committee:

- The general manager recommends plan participant members to the committee.
- The committee reviews the recommendation and confirms the recommendations to the board.
- The board appoints the plan participant members to the committee. Appointments to the committee occur annually, so the committee members may change each year or sooner, if needed.

Currently, staff is revising the plan document to incorporate these changes. The revisions will be reviewed by outside counsel and the plan's trustee. Staff intends to provide the redlined plan document to the retirement committee at the October meeting so that it can be submitted to the board for approval in December. The committee composition change would be effective February 2026. The retirement committee agreed that adding plan participant members to the committee is appropriate.

(5) Other business. None.

The next regular committee meeting is scheduled for Oct. 30, 2025, at 12:30 p.m. at Rawhide Energy Station or virtually via Microsoft Teams.

The meeting adjourned at 2:17 p.m.

_____
Chair Darrell Hahn

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Platte River Power Authority

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Memorandum

Date: 9/17/2025

To: Board of directors

From: Jason Frisbie, general manager and chief executive officer
Sarah Leonard, general counsel
Dave Smalley, chief financial officer and deputy general manager

Subject: **Recommended amendments to Organic Contract and Power Supply Agreements; approve amendments to Power Supply Agreements**

Since last December, owner community representatives and Platte River staff have collaborated to develop proposed revisions to extend and modernize the Platte River Power Authority Organic Contract and Power Supply Agreements.

We now have final language in both documents. The August board package included clean and redlined drafts of the Organic Contract and the Fort Collins Power Supply Agreement (as an example), showing all proposed amendments.

On Aug. 19, 2025, Platte River staff prepared and transmitted customized forms of the Power Supply Agreement (including accompanying exhibits) to attorneys from each owner community to review. Owner community governing bodies have begun their deliberations, and, as of the date of this memorandum, some have formally approved the amended forms of Organic Contract and Power Supply Agreement.

At the September board meeting, staff will ask the board to approve a resolution to recommend to the governing bodies of each of the owner communities that they approve amendments to the Organic Contract and the Power Supply Agreements, and approve (on behalf of Platte River) amendments to the Power Supply Agreement.

If all governing bodies and Platte River's board have approved the amendments by Oct. 30, 2025, we plan to have a signing ceremony in the board room at Platte River's headquarters, and then travel to the Rawhide Energy Station for the October board meeting.

Attachments

- Resolution No. 06-25: Recommendations to Owner Community Governing Bodies; Approval of the Amendments to Power Supply Agreements
- Clean copy of Organic Contract in final signature form

- Clean copy of Estes Power Supply Agreement (including attachments) in final signature form
- Clean copy of Fort Collins Power Supply Agreement (including attachments) in final signature form
- Clean copy of Longmont Power Supply Agreement (including attachments) in final signature form
- Clean copy of Loveland Power Supply Agreement (including attachments) in final signature form

RESOLUTION NO. 06-25

Background

A. Since December 2024, owner community representatives and Platte River Power Authority (Platte River) staff have collaborated to develop proposed revisions to modernize the Platte River Power Authority Organic Contract and Power Supply Agreements and extend their terms through 2075.

B. Board members reviewed background materials at the December 2024 board meeting; discussed general themes for potential revisions and updates at the February 2025 board meeting; evaluated initial proposed amendments to both documents at the April 2025 board meeting; participated in a June 20 joint work session with city leadership, attorneys, and elected officials from all four owner communities; confirmed at the July 2025 board meeting that owner community staff, attorneys, and elected officials supported final proposed amendments to both documents; and received clean and marked up versions of the amended Organic Contract and Power Supply Agreements in their August 2025 board meeting materials.

C. Throughout the process, board members coordinated with their city leaders, attorneys, and elected officials to review language proposals and develop refinements as needed to address any outstanding issues.

D. Based on consultation and collaboration since December 2024, the board believes that the proposed amendments to the Organic Contract and Power Supply Agreements are in the best interests of the owner communities and Platte River.

Resolution

The Board of Directors of Platte River Power Authority therefore:

(1) Recommends to the Town Board of Estes Park and the city councils of Fort Collins, Longmont, and Loveland that they approve the amended and restated Organic

Contract, in substantially the form presented to them for approval and authorize a designated official to sign on the contract on their behalf; and

(2) Recommends to the Town Board of Estes Park and the city councils of Fort Collins, Longmont, and Loveland that they approve the amended and restated Power Supply Agreements, each in substantially the form presented to them for approval and authorize a designated official to sign on the agreement on their behalf;

(3) Approves the amended and restated Power Supply Agreements with each of the owner communities, in substantially the forms included in the September 2025 board meeting materials, and authorizes the general manager/CEO to sign the amended Power Supply Agreements on behalf of Platte River.

AS WITNESS, I have executed my name as Secretary and have affixed the corporate seal of the Platte River Power Authority this 25th day of September, 2025.

_____

Secretary

Proposed signature-ready document

Platte River Power Authority

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ORGANIC CONTRACT

Proposed signature-ready document

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AMENDED AND RESTATED ORGANIC CONTRACT ESTABLISHING PLATTE RIVER POWER AUTHORITY AS A SEPARATE GOVERNMENTAL ENTITY

THIS CONTRACT, originally made and entered into as of June 17, 1975, and amended February 14, 1977, and July 27, 1978, and amended and restated the 31st day of March 1980, and the 1st day of July, 1998, and the 1st day of September, 2010, and as further amended on the 30th day of May, 2019, by the parties to this Contract which are: TOWN OF ESTES PARK, COLORADO, a municipal corporation of the State of Colorado ("Estes Park"), CITY OF FORT COLLINS, COLORADO, a municipal corporation of the State of Colorado ("Fort Collins"), CITY OF LONGMONT, COLORADO, a municipal corporation of the State of Colorado ("Longmont"), and CITY OF LOVELAND, COLORADO, a municipal corporation of the State of Colorado ("Loveland"). When specificity is not required, the municipal corporations which are parties hereto will hereinafter be individually referred to as "Municipality" and collectively as "Municipalities."

WITNESSETH:

WHEREAS, Estes Park owns and operates a municipal electric system which supplies electric power and energy at retail to users located within the town limits of Estes Park and the adjacent service area of the Estes Park electric system; and

WHEREAS, Fort Collins owns and operates a municipal electric system which supplies electric power and energy at retail to users located within the city limits of Fort Collins and the adjacent service area of the Fort Collins electric system; and

WHEREAS, Longmont owns and operates a municipal electric system which supplies electric power and energy at retail to users located within the city limits of Longmont and the adjacent service area of the Longmont electric system; and

WHEREAS, Loveland owns and operates a municipal electric system which supplies electric power and energy at retail to users located within the city limits of Loveland and the adjacent service area of the Loveland electric system; and

WHEREAS, the Municipalities, on June 17, 1975, established, pursuant to the provisions of C.R.S. § 29-1-204, as then enacted, Platte River Power Authority (the "Authority"), as a separate governmental entity and successor to a nonprofit corporation, to be the instrumentality of the Municipalities and as such successor, to continue to supply their wholesale electric power and energy requirements; and

WHEREAS, during 1998 the Municipalities contracted with one another to establish, pursuant to the provisions of C.R.S. § 29-1-203, the Authority as a separate legal entity and multi-purpose intergovernmental authority to provide designated functions, services, or facilities lawfully authorized to any combination of two or more of the Municipalities provided that such function, service, or facility constitutes an "enterprise" as defined in subsection 2(d) of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, as the electric utility industry, energy-producing technology, and relevant laws and regulations continue to evolve, the Municipalities wish to clarify that the Organic Contract authorizes the Authority to engage in a broad range of services to provide long-term value to the Municipalities while maintaining equity and enhancing the flexibility and agility with which the Authority and the Municipalities can adapt over time; and

WHEREAS, the Municipalities, acting through the Authority, wish to ensure a source of electric power and energy that is reliable, cost-effective, and environmentally responsible; and

WHEREAS, the Municipalities now wish to further amend the Organic Contract, to extend its term and to restate the amended provisions thereof in a single updated document.

NOW, THEREFORE, the Municipalities do hereby amend and restate the Organic Contract, originally executed June 17, 1975, and subsequently amended, so that as hereby amended and restated it provides, and the Municipalities do agree, as follows:

1.0 EFFECTIVE DATE

This Contract, as hereby amended and restated, shall become effective when it has been duly executed by all of the Municipalities.

2.0 ESTABLISHMENT OF PLATTE RIVER POWER AUTHORITY

As of June 17, 1975, the Municipalities established a separate governmental entity, to be known as Platte River Power Authority, to be used by the Municipalities to effect the development of electric energy resources and the production and transmission of electric energy in whole or in part for the benefit of the inhabitants of the Municipalities. As of July 1, 1998, the Municipalities also established the Authority as a separate governmental entity and multi-purpose intergovernmental authority to provide additional designated functions, services, or facilities lawfully authorized to any combination of two or more of the Municipalities, provided that such function, service, or facilities constitutes an "enterprise" as defined in subsection 2(d) of Article X, Section 20 of the Colorado Constitution.

2.1 PURPOSES

The purposes of the Authority are to conduct its business and affairs for the benefit of the Municipalities and their inhabitants:

(i) to provide the electric power and energy requirements of the Municipalities and the retail customers within the Municipalities in a reliable, cost-effective, and environmentally responsible manner;

(ii) to engage in activities related to the provision of electric power, energy, and related services (including owning and operating assets connected to the Municipalities' distribution systems or that support distribution operations), while adapting over time as necessary to carry out Board-adopted policies and maintain equity among the Municipalities; and

(iii) to provide any additional designated function, service, or facility lawfully authorized to any combination of two or more of the Municipalities, provided that these constitute an "enterprise" as defined in subsection 2(d) of Article X, Section 20 of the Colorado Constitution.

A particular function, service, or facility shall be treated as designated as a separate purpose under clause (iii) of the previous sentence only upon receipt by each Municipality which is designating the function, service, or facility to also be performed by the Authority of (a) a resolution adopted by unanimous vote of the Board designating the function, service, or facility as a purpose to also be jointly exercised by the designating Municipalities through the Authority and (b) opinions of counsel to each Municipality which is designating the function, service, or facility to also be performed by the Authority setting forth the extent to which the designated function, service, or facility is lawfully authorized by such designating Municipality; and (c) an opinion of the Authority's bond counsel to the effect that the designated function, service, or facility constitutes an "enterprise" as defined in subsection 2(d) of Article X, Section 20 of the Colorado Constitution.

2.2 FUNCTIONS, SERVICES, OR FACILITIES

The functions, services, or facilities to be provided by the Authority are: The supplying of the electric power and energy requirements of the Municipalities and retail customers within the Municipalities; and the provision of any additional function, service, or facility, by means of:

(i) acquiring, constructing, owning, reconstructing, improving, rehabilitating, repairing, operating and maintaining electric generating plants, transmission systems and related facilities, or interests therein, for the purpose of producing, transmitting and delivering to the Municipalities, electric power and energy to the extent of their requirements, including renewable energy requirements;

(ii) purchasing electric power and energy from electric utilities and other producers of energy, as required to supply the Municipalities and perform its other obligations;

(iii) selling at wholesale to the Municipalities all of the electric power and energy produced or purchased by the Authority which the Municipalities require;

(iv) selling, exchanging and otherwise disposing of, under the most advantageous terms and conditions obtainable, any surplus power and energy or transmission capacity which the Authority owns, produces or purchases;

(v) developing and operating a portfolio of electric power and energy resources (including purchased resources) and associated infrastructure and capabilities that provide long-term value to the inhabitants of the Municipalities and support reliability, financial sustainability and environmental responsibility;

(vi) acquiring, constructing, owning, purchasing, selling, exchanging or otherwise disposing of, reconstructing, improving, rehabilitating,

repairing, operating, and maintaining assets, infrastructure, plants, systems, and related facilities or interests therein;

(vii) developing products, services, infrastructure, and resources related to such function, service, or facility for delivery to appropriate markets in whole or in part for the benefit of the inhabitants of the Municipalities; and

(viii) on termination of this Contract, to vest in the Municipalities all right, title and interest of the Authority in or to all of its property and assets.

2.3 BOARD OF DIRECTORS

The governing body of the Authority shall be a Board of Directors ("Board") in which all legislative power of the Authority is vested.

2.3.1 NUMBER

The number of Directors shall be eight.

2.3.2 SELECTION

The Board shall consist of two members from each Municipality, who shall be designated or appointed as follows:

(i) MAYORS

The Mayor of each of the Municipalities is hereby designated and shall serve as a member of the Board contemporaneously with service as Mayor; provided, however, that any Mayor may designate some other member of the governing body of such Municipality to serve as a Director of the Authority in place of the Mayor.

(ii) APPOINTED DIRECTORS

The governing body of each of the Municipalities shall appoint one additional member to the Board. Each Appointed Director (a) must be a full-time employee of the appointing Municipality or an elected member of its governing body, and (b) shall be selected for judgment, experience, and expertise which make that person particularly qualified to serve on the Board.

2.3.3 TERM

The term of office of the Directors of the Authority shall be as follows:

(i) MAYORS

The Mayor of each Municipality, or the member of the Municipality's governing body designated by the Mayor, shall serve as a Director of the Authority for the same period of time that the Mayor serves as Mayor of that Municipality.

(ii) APPOINTED DIRECTORS

The term of each Appointed Director shall be as specified by the appointing Municipality. The Municipalities shall coordinate Appointed Directors' terms as feasible to stagger the years in which Appointed Directors' terms expire and foster continuity of Board membership over time.

2.3.4 REMOVAL

Any Director appointed by the governing body of a Municipality may be removed at any time by such governing body, with or without cause. A Mayor will be automatically removed as a Director upon vacating the office of Mayor, and a member of the Municipality's governing body designated to serve in place of a Mayor may be removed at any time by the Mayor, with or without cause.

2.3.5 VACANCIES

If an Appointed Director leaves office before the end of his or her term for any reason, the Municipality that appointed the Director shall fill the vacancy as provided in Section 2.3.2(ii). If a Mayor or (Mayor's designee) leaves office before the end of his or her term for any reason, the vacancy shall be filled by the new Mayor or the Mayor's designation of some other member of the governing body of that Municipality.

2.3.6 COMPENSATION

Directors shall not receive compensation for their services, but Directors may be reimbursed their actual expenses for attendance at meetings of the Board and for expenses otherwise incurred on behalf of the Authority.

2.3.7 ANNUAL MEETINGS

The Board shall hold an annual meeting within the first 120 days of each year, at the Authority's principal place of business, as designated by the Board (unless the Board specifies another location by resolution). At each annual meeting, the Board shall elect officers, pass upon reports for the preceding fiscal year, and transact such other business as may come before the meeting. Failure to hold the annual meeting at a designated time, or failure to hold the annual meeting in any year, shall not cause a forfeiture or dissolution or otherwise affect the Authority.

2.3.8 REGULAR MEETINGS

The Board may provide for the time and place for the holding of regular meetings by resolution without notice to Directors other than the resolution adopting the meeting schedule.

2.3.9 SPECIAL MEETINGS

Any Director may call a special meeting of the Board and may fix

the time and place (within the state of Colorado) for the special meeting. The Secretary shall deliver to all Directors notice of the special meeting as provided in Section 2.3.10.

2.3.10 NOTICE OF MEETINGS

The Secretary shall deliver to each Director written notice of any annual or special meeting of the Board not less than seven or more than 35 days before the date fixed for the meeting. The Secretary may deliver any meeting notice personally, by electronic mail with confirming reply requested, or by mail. If sent by electronic mail, notice shall be deemed delivered when confirmed by reply from the intended recipient. If mailed, notice shall be deemed delivered when deposited in the United States mail, addressed to the Director at the Director's address as it appears on the records of the Authority, with postage prepaid. The Municipalities may exchange routine communications concerning this Contract by electronic means or any other method acceptable to the Municipalities sending and receiving the communications.

2.3.11 WAIVER OF NOTICE

Whenever any notice is required to be given to any Director of the Authority under the provisions of the law or this Contract, a waiver thereof in writing signed by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any Board meeting shall constitute a waiver by such Director of notice of such meeting except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

2.3.12 QUORUM

A majority of the number of Directors then in office shall constitute a quorum for the transaction of business; provided that, if less than a majority of the Directors then in office is present at a meeting, a

majority of the Directors present may adjourn the meeting; and, provided further, that the Secretary shall notify any absent Directors of the time and place of such adjourned meeting.

2.3.13 ATTENDANCE BY TELECONFERENCE

Directors may attend and fully participate in any meeting through electronic teleconferencing.

2.3.14 VOTING REQUIREMENTS

(i) Provided a quorum is present, the act of a majority of the Directors present shall be the act of the Board, subject to the Weighted Vote provisions in subsection (ii) below and except as otherwise required by law.

(ii) If a Board vote results in a deadlock, any Director may call for a “Weighted Vote.” The weight of each Director’s vote in a Weighted Vote shall be based on the ratio between:

(a) the dollar amount the Municipality for which the Director serves paid to the Authority for electric power and energy during the 12-month period ending with a billing date two months before the month in which the Weighted Vote takes place, and

(b) the dollar amount all Municipalities paid to the Authority for electric power and energy during the same 12-month period.

The act of the majority of the Weighted Vote shall be the act of the Board.

2.3.15 DUTIES

The duties of the Board shall be:

(i) To govern the business and affairs of the Authority.

(ii) To exercise all powers of the Authority.

(iii) To establish policies that guide the priorities and activities of the Authority and the General Manager's duties as stated in Section 2.4.3(v).

(iv) To periodically review Board-established policies and update, replace, or repeal them as needed.

(v) To comply with the provisions of parts 1, 5, and 6 of Article 1 of Title 29, C.R.S.

(vi) To adopt a fiscal resolution, which complies with statutory and other restrictions imposed by law on the affairs of the Authority, to govern the financial transactions of the Authority, including the receipt, custody, and disbursement of its funds, securities, and other assets, and to provide for the services of a firm of independent certified public accountants to examine, at least annually, the financial records and accounts of the Authority and to report thereupon to the Board.

(vii) To keep minutes of its proceedings.

2.4 OFFICERS

The minimum officers of the Authority shall be a Chair, Vice Chair, Secretary, Treasurer, and General Manager. The Board may authorize other officers and assistant officers to perform such duties as the Board may assign. The General Manager may appoint officers in addition to those authorized by the Board and establish their duties as he or she deems beneficial to carry out the General Manager’s duties as specified in Section 2.4.3(v). The Chair and Vice Chair shall be members of the Board, but other officers of the Authority need not be members of the Board.

2.4.1 ELECTION OF OFFICERS AND TERMS OF OFFICE

At each annual Board meeting, the members of the Board shall elect Board officers (Chair and Vice Chair), who shall serve until the end of the next annual Board meeting and until their successors are elected and qualified. The Board shall appoint any other Board-designated officers as necessary to fill vacancies as they arise, and prescribe the terms of those officers as part of the appointing resolution.

2.4.2 REMOVAL

Any officer or agent elected or appointed by the Board may be removed by the Board, with or without cause, whenever in its judgment the best interests of the Authority will be served thereby.

2.4.3 DUTIES OF OFFICERS

In addition to duties assigned by the Board, the duties of the officers shall include the following:

(i) CHAIR

The Chair shall preside at all meetings of the Board and shall perform any other duties the Board may prescribe.

(ii) VICE CHAIR

The Vice Chair shall, in the absence of the Chair, or in the event of the Chair's inability or refusal to act, perform the duties of the Chair and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall also perform such other duties as may be prescribed by the Board.

(iii) SECRETARY

The Secretary shall:

(a) maintain the official records of the Authority, including all resolutions and regulations approved by the Board and minutes of Board meetings,

(b) keep a register of the names and addresses of Directors and officers,

(c) issue notice of meetings,(d) attest and affix the corporate seal to official documents of the Authority, as needed, and

(e) perform any other duties as the Board may prescribe.

(iv) TREASURER

The Treasurer shall serve as financial officer of the Authority and shall, pursuant to the fiscal resolution adopted by the Board governing the financial transactions of the Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment, and disbursement of the Authority's funds and securities and for duties incident to the office of Treasurer, and shall perform other duties as the Board may prescribe.

(v) GENERAL MANAGER

The General Manager shall be the principal executive officer of the Authority with full responsibility for the planning, operations, and administrative affairs of the Authority, and the coordination thereof, pursuant to policies and programs approved by the Board, and shall be the agent for service of process on the Authority. When and while a vacancy exists in the office of General Manager, the Board shall appoint a qualified interim General Manager to act as the principal executive officer of the Authority.

2.4.4 BONDS OF OFFICERS

The Board, in its discretion, may require bonds from or insurance policies to cover any officer, agent, or employee (including those responsible for custody of any Authority funds or property).

2.5 INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each Director and officer of the Authority, whether or not then in office, and his/her personal representatives, shall be indemnified by the Authority against all costs and expenses actually and necessarily incurred by him/her in connection with the defense of any action, suit, or proceeding in which he/she may be involved or to which he/she may be made a party by reason of his/her being or having been such Director or officer, except in relation to matters as to which he/she shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful and wanton misconduct in the performance of duty. Such costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the costs of litigation, but only if the Authority is advised in writing by its counsel that in his/her opinion the person indemnified did not commit gross negligence or willful and wanton misconduct. The foregoing right of indemnification shall not be exclusive of other rights to which he/she may be entitled as a matter of law or by agreement.

2.6 TERM OF CONTRACT

This Contract shall continue in force and effect until December 31, 2075, and until thereafter terminated by any Municipality following not less than 12 months' written notice to the other Municipalities of its intention to terminate; provided, however, that this Contract may be amended, modified, or terminated at any time by a written document approved and executed by each and every Municipality which is a party to this Contract; and, provided further, however, that this Contract may not in any event be terminated so long as the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations.

2.7 ASSETS AND PROPERTIES

All assets and properties of the Authority shall be held in trust for the purposes herein mentioned, including the payment of the liabilities of the Authority.

2.8 DISTRIBUTION OF ASSETS UPON TERMINATION

In the event of the termination of this Contract and the dissolution of the Authority, all of its assets shall immediately vest in the Municipalities. The assets of the Authority conveyed to each Municipality shall be that proportion which (i) the total dollar amount of electric power and energy purchased and paid for by such Municipality, from the Authority and its predecessor during their corporate existence, bears to (ii) the total dollar amount of all electric power and energy purchased and paid for by all of the Municipalities, from the Authority and its predecessor during their corporate existence.

2.9 SEAL

The corporate seal of the Authority shall be in the form of a circle and have inscribed thereon the name of the Authority and the words "Corporate Seal," together with such insignia, if any, as the Board may authorize.

2.10 CONTRACTS

Except as otherwise provided by law, the Board may authorize any officer or officers, agent or agents, to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

2.11 CHECKS, DRAFTS, AND OTHER FINANCIAL DOCUMENTS

All checks, drafts, or other orders for payment of money and all notes, bonds, or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents, employee or employees of the Authority and in such manner as shall be determined by the fiscal resolution.

2.12 DEPOSITS

All funds of the Authority shall be deposited in a manner set forth by the fiscal resolution.

2.13 FISCAL YEAR

Unless the Board specifies otherwise by resolution, the Authority's fiscal year shall be the calendar year.

2.14 PRINCIPAL PLACE OF BUSINESS

Unless the Board specifies otherwise by resolution, the Authority's principal place of business shall be in Fort Collins, Colorado.

3.0 GENERAL POWERS

The general powers of the Authority shall include the following powers:

(i) ELECTRIC ENERGY

To develop electric energy resources and related services, and produce, purchase, and transmit electric energy, in whole or in part, for the benefit of the inhabitants of the Municipalities.

(ii) CONTRACTS

To make and enter contracts of every kind with the Municipalities, the United States, any state or political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.

(iii) AGENTS AND EMPLOYEES

To employ agents and employees.

(iv) FACILITIES

To acquire, construct, manage, maintain, and operate electric energy facilities, works, and improvements and any interests therein, including, without limitation, to acquire, construct, reconstruct, improve, and rehabilitate, repair, operate, and maintain (separately or jointly) generating plants, transmission systems and related facilities for the purpose of delivering electrical power and energy generated thereby to the Municipalities, and any mine, well, pipeline, plant, structure, or other facility for the development, production, manufacture, storage, fabrication, or processing of fossil or nuclear fuel of any kind for use, in whole or in major part, in any of such generating plants, and any railroad cars, trackage, pipes, equipment, and any structures or facilities of any kind used or useful in the transporting of fuel to any of such generating plants, and to sell, deliver, exchange, or otherwise dispose of the power and energy generated by said plants, and any of the waste or by-products therefrom, and to purchase, lease, or otherwise acquire and equip, maintain, operate, sell, assign, convey, lease, mortgage, pledge, and otherwise dispose of electrical generating plants, transmission systems and related facilities, together with all lands, buildings, equipment, and all other real or personal property, tangible or intangible, necessary or incidental thereto.

(v) PROPERTY

To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, and service including, without limitation, to buy, lease, construct, appropriate, contract for, invest in, and

otherwise acquire, and to own, hold, maintain, equip, operate, manage, improve, develop, mortgage, and deal in and with, and to sell, lease, exchange, transfer, convey and otherwise dispose of and to mortgage, pledge, hypothecate and otherwise encumber real and personal property of every kind, tangible and intangible.

(vi) CONDEMNATION

To condemn property for public use, if such property is not owned by any public utility and devoted to such public use pursuant to state authority.

(vii) DEBT

To incur debts, liabilities, or obligations and to borrow money and, from time to time, to make, accept, endorse, execute, issue, and deliver bonds, debentures, promissory notes, bills of exchange, and other obligations of the Authority for monies borrowed or in payment for property acquired or for any of the other purposes of the Authority, and to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon, assignment of, or agreement in regard to, all or any part of the properties, rights, assets, contracts, easements, revenues, and privileges of the Authority wherever situated.

(viii) LITIGATION

To sue and be sued in its own name.

(ix) SEAL

To have and to use a corporate seal.

(x) RATES

To fix, maintain, revise, or otherwise authorize fees, rates, charges, and other means to recover costs for functions, services, or facilities provided by the Authority.

(xi) REGULATIONS

To adopt, by resolution, regulations respecting the exercise of its power and the carrying out of its purposes.

(xii) AGENTS

To do and perform any acts and things authorized by this section under, through, or by means of an agent or by contracts with any person, firm, corporation or governmental entity.

(xiii) JOINT OWNERSHIP

To own, operate, and maintain real and personal property, and facilities in common with others, as permitted by law, and to conduct joint, partnership, cooperative, or other operations with others and to exercise all of the powers granted in this Contract in joint partnership or cooperative efforts and operations with others.

(xiv) OTHER POWERS

To exercise any other powers, consistent with law, that enable the Authority to further the purposes, functions, services, and facilities set forth in Sections 2.0, 2.1, and 2.2 of this Contract.

4.0 POLITICAL SUBDIVISION

The Authority shall be a political subdivision and a public corporation of the State of Colorado separate from the Municipalities. It shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate.

5.0 REVENUE BONDS

The Authority is authorized to issue bonds, notes, or other obligations secured by its electric revenues pursuant to the terms, conditions, and authorization contained in C.R.S. § 29-1-204(7).

6.0 DEBT NOT THAT OF MUNICIPALITIES

The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the Municipalities.

7.0 FILING OF CONTRACT

A copy of this Contract shall be filed with the Division of Local Government of the State of Colorado within 10 days after its execution by the Municipalities.

8.0 NOTICES

Any formal notice, demand, or request provided for in this Contract shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

Town of Estes Park, Colorado
c/o Town Administrator
P.O. Box 1200
Estes Park, Colorado 80517

City of Fort Collins, Colorado
c/o Utilities Executive Director
P.O. Box 580
Fort Collins, Colorado 80522

City of Longmont, Colorado
c/o Director of Longmont Power & Communications
1100 South Sherman
Longmont, Colorado 80501

City of Loveland, Colorado
c/o Water and Power Director
200 North Wilson
Loveland, Colorado 80537

Any Municipality may change its contact information for formal notices by delivering written notice to the other Municipalities at least 30 days before the change is to take effect.

9.0 SEVERABILITY

In the event that any of the terms, covenants, or conditions of this Contract or their application shall be held invalid as to any person, corporation, or circumstance by any court having jurisdiction, the remainder of this Contract and the application and effect of its terms, covenants, or conditions to such persons, corporation, or circumstances shall not be affected thereby.

10.0 DUPLICATE ORIGINALS

This Contract may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Municipalities have caused this Contract, as amended, to be executed as of the _____ day of _____, 2025.

TOWN OF ESTES PARK, COLORADO

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

CITY OF FORT COLLINS, COLORADO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

CITY OF LOVELAND, COLORADO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

CITY OF LONGMONT, COLORADO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

_____
Director of Longmont Power & Communications

APPROVED AS TO FORM:

_____
Assistant City Attorney

PROOFREAD:

_____

AMENDED CONTRACT FOR THE SUPPLY OF ELECTRIC POWER AND ENERGY

This contract, made this ___ day of _____ 2025, between PLATTE RIVER POWER AUTHORITY, a political subdivision organized and existing under and by virtue of the laws of the State of Colorado (hereinafter called "Platte River") and the TOWN OF ESTES PARK, COLORADO, a municipal corporation of the State of Colorado (hereinafter called "Estes Park.")

WITNESSETH:

WHEREAS, Platte River was formed by Estes Park, Fort Collins, Longmont, and Loveland (hereinafter collectively called "Municipalities") in order to provide the wholesale power and energy requirements of the Municipalities in a reliable, cost-effective, and environmentally responsible manner; and

WHEREAS, Platte River owns, operates, and maintains electric generating facilities, transmission lines, substations, and related facilities for the purpose of supplying electric power and energy to the electric systems owned and operated by the Municipalities for resale; and

WHEREAS, Platte River has heretofore entered into or will enter into agreements for the sale of electric power and energy similar in form to this Agreement with the cities of Fort Collins, Longmont, and Loveland; and

WHEREAS, Estes Park desires to purchase electric power and energy from Platte River on the terms and conditions herein set forth; and

WHEREAS, the Municipalities and Platte River share common decarbonization goals they can most efficiently and equitably achieve through ongoing, forward-looking collaboration as the electric utility industry, energy-producing technologies, and relevant laws and regulations continue to evolve; and

WHEREAS, acting through the Platte River, the Municipalities wish to ensure an ongoing source of electric power and energy that is reliable, cost-effective, and environmentally responsible.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

Article 1: Sale and Purchase of Electric Power and Energy

(a) Platte River shall sell and deliver to Estes Park and Estes Park shall purchase and receive from Platte River all electric power and energy which Estes Park shall require for the operation of its municipal electric system to the extent that Platte River shall have such power and energy available; provided, however, that (1) Estes Park shall have the right to continue to generate its own power and energy to the extent of the capacity of its generating facilities in service on September 5, 1974, and may also generate power and energy for its own use from any new generation resource(s) owned and operated by Estes Park provided that the total rated capacity of all such new generation is no greater than 1,000 kW or one percent of the peak load of Estes Park, whichever is greater, provided further that if Estes Park develops new generation resources of a total rated capacity as set forth above Platte River commits that it will meet with Estes Park to discuss in good faith an increase in the total rated capacity limit, and (2) Estes Park may purchase energy from retail customers with on-premises energy production facilities or energy storage and from retail customers participating in Estes Park-sponsored grid support programs (such as a virtual power plant), consistent with applicable law, Estes Park's policies governing customer-owned resources, and provisions in Platte River's General Power Bond Resolution requiring protection of the rights and security of Platte River's bondholders. Any retail customer-owned energy production or storage facilities not on the customer's premises that exceed the customer's annual average electricity consumption require Platte River's separate written consent.

(b) Subject to the provisions of Article 2(a), Estes Park hereby binds itself to take and pay for all power and energy that is generated, purchased, or otherwise obtained by Platte River, and is furnished to Estes Park for resale pursuant to Article 1(a) hereof, said payment to be made at the rates set forth in the Tariff Schedules of Platte River in effect at the time the power and energy is furnished to Estes Park.

Article 2: Rate for Power and Energy

(a) Estes Park shall pay Platte River for all electric power and energy furnished hereunder at the rates and on the terms and conditions as provided in the Platte River Tariff Schedules; provided, however, that notwithstanding any other provision of this Agreement, the obligation of Estes Park to pay Platte River for all electric power and energy furnished

hereunder shall be, and is, a special obligation of Estes Park payable solely from revenues to be received by Estes Park from the sale of electric power and energy to its electric utility customers during the term hereof and is not a lien, charge, or liability against Estes Park or against any property or funds of Estes Park other than revenues to be received by Estes Park from the sale of electric power and energy to its electric utility customers during the term hereof, and the obligation to pay Platte River for all electric power and energy furnished hereunder does not constitute a debt, liability, or obligation of Estes Park other than from its revenues to be received from the sale of electric power and energy to its electric utility customers during the term hereof, and Estes Park is not otherwise obligated to pay such obligation.

(b) The Board of Directors of Platte River, at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates for electric power and energy furnished hereunder and under similar agreements with the other Municipalities and, if necessary, shall revise such rates to produce revenues which shall be sufficient, but only sufficient, with the revenues of Platte River from all other sources,

(i) to meet the cost of operation and maintenance (including, without limitation, fuel, replacements, insurance, taxes, fees, and administrative and general overhead expense) of the electric generating plants, transmission system, and related facilities of Platte River;

(ii) to enable Platte River to operate effectively through bilateral trading, organized energy markets, and use of third-party transmission facilities to protect the reliability and value of Platte River assets;

(iii) to make payments of principal and interest on all indebtedness and revenue bonds of Platte River and provide an earnings margin adequate to enable Platte River to obtain revenue bond financing on favorable terms; and

(iv) to provide for the establishment and maintenance of reasonable reserves.

(c) Platte River shall cause a notice in writing to be given to each Municipality to which it furnishes electric power and energy, which notice shall set out each revision of the rates with the effective date thereof, which shall be not less than 30 days after the date of the notice. All rate adjustments shall apply equally to all Municipalities to which Platte River furnishes electric power and energy, unless otherwise agreed upon, and shall not be

discriminatory. Estes Park agrees that the rates from time to time established by the Board of Directors of Platte River shall be deemed to be substituted for the rates presently contained in the Tariff Schedules and agrees to pay for electric power and energy furnished to it hereunder after the effective date of any revisions to the Tariff Schedules at such revised rates.

Article 3: Covenants of Platte River

(a) Platte River shall use reasonable diligence to furnish a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail, or be interrupted, or become defective through uncontrollable forces, as defined herein, Platte River shall not be liable for any claim or damages caused thereby.

(b) To satisfy the Municipalities' electric power and energy requirements Platte River may purchase and sell capacity, energy, and related services through bilateral sales, organized energy markets, or other means to balance the Municipalities' projected near-, mid-, and long-term needs with Platte River's available resources.

(c) Platte River shall plan, design, construct, and operate electric power facilities as necessary to fulfill its obligations under this Agreement, consistent with policies established by its Board of Directors. The Parties shall meet periodically, in conjunction with the other Municipalities, to coordinate policies, plans, and programs to support their shared goals and accommodate changing industry conditions, technologies, and business models.

Article 4: Covenants of Estes Park

(a) Estes Park agrees to maintain rates for electric power and energy furnished to its electric utility customers which will, after payment of all of Estes Park's costs of operation and maintenance (including, without limitation, replacements, insurance, administrative and general overhead expense), return to Estes Park sufficient revenue to meet its obligations to Platte River hereunder.

(b) Estes Park shall not sell at wholesale any of the electric energy delivered to it hereunder to any of its customers for resale by that customer, unless such resale is specifically approved in writing by Platte River.

(c) Estes Park acknowledges that it is familiar with the provision of Platte River's contract with the Western Area Power Administration, which requires, as a condition of the purchase of federally generated power, that the Municipalities comply with certain provisions of the "General Power Contract Provisions," which is attached hereto as Attachment A. Estes Park acknowledges its compliance obligations under the General Power Contract Provisions, as that document presently exists and as it may be modified in the future.

Article 5: Conditions of Delivery of Power and Energy

(a) The electric power and energy to be furnished by Platte River shall be alternating current, 60 hertz, three-phase, subject to conditions of delivery and measurement as hereinafter provided and in the Tariff Schedules.

(b) Responsibilities for the facilities through which electric power and energy is delivered are set forth in Attachment B of this Agreement, attached hereto and made a part hereof.

(c) Estes Park shall make and pay for all final connections between its system and the system owned by, or available to, Platte River at the points of delivery agreed upon.

(d) Unless otherwise agreed, Estes Park shall install, own, and maintain the necessary substation equipment at the points of delivery from the system of, or available to, Platte River and shall install, own, and maintain switching and protective equipment of adequate design and sufficient capacity beyond such points of delivery to enable Estes Park to take and use the electric power and energy supplied hereunder without hazard to such system.

(e) To provide adequate service to Estes Park, Platte River agrees to increase the capacity of an existing transmission point of delivery, or to establish a new transmission point of delivery at a mutually agreeable location, of a design capacity of not less than 20,000 kVa maximum nameplate rating at 55° C. rise, and in accordance with this Agreement.

(f) Estes Park shall give Platte River as much advance written notice as possible, but no less than two years' prior written notice of the need to increase the capacity of an existing transmission point of delivery or the need for a new transmission point of delivery. If new transmission is required, Estes Park shall give Platte River as much advance written notice as possible, but no less than four years' prior written notice. The notice shall specify the amount of additional or new capacity, the new transmission required, and the desired initial date of its operation. Platte River shall, within 60 days after receipt of such notice, and on

the basis of the best information available to Platte River from system plans and load projections for Estes Park, inform Estes Park in writing of Platte River's plans and schedules with respect to the supply of the additional capacity requested by Estes Park, and shall thereafter keep Estes Park informed of Platte River's progress in supplying such additional capacity. Platte River and Estes Park shall collaborate throughout the planning and construction process as needed to manage any unanticipated delays or other problems caused by uncontrollable forces. Any written notice requesting additional capacity at an existing point of delivery or the establishment of a new point of delivery shall provide to Platte River any and all authority necessary for its facilities to occupy the property of Estes Park during the period in which that point of delivery is used by Platte River for the delivery of power and energy.

(g) If Estes Park requires the construction of a 115 kV or 230 kV transmission line for additional service where such line is a tap or radial line over which energy can flow in only one direction, as distinguished from a system line over which energy can flow in either direction, then ownership, operation, and maintenance of such 115 kV or 230 kV transmission line will be undertaken by Platte River pursuant to a separate agreement with Estes Park which provides for an appropriate sharing of the annual costs of ownership and operations of such line for as long as such energy flow and delivery conditions prevail.

Article 6: Consultation on System Planning

(a) At least once each year, on or before July 1, Platte River shall consult Estes Park concerning its requirements for transmission facilities to effect delivery of power and energy by Platte River. The date for such annual consultation shall be set by agreement of the Parties.

(b) At least 30 days prior to the date of such annual consultation, Estes Park shall provide Platte River with two copies of its latest estimate of requirements for delivery of power and energy covering a future period of 10 years. Platte River shall review Estes Park's annual estimates and shall consider them in preparing Platte River's annual system plan. Following Platte River's annual consultations on delivery requirements with all Municipalities, Platte River shall prepare an annual system plan for the delivery of power and energy to all Municipalities covering a future period of 10 years. Decisions regarding the construction of any transmission and delivery facilities by Platte River primarily to

supply Estes Park, will take into account Estes Park's long-range distribution requirements and costs and the long-range costs and benefits of alternative service plans. Platte River's annual system plan shall include appropriate load flow and stability studies and a copy thereof shall be furnished to Estes Park if requested.

Article 7: Measurement of Power and Energy

(a) Metering equipment shall be furnished, installed, and maintained by Platte River at each point of delivery to Estes Park at the high voltage side of the transforming equipment or at such other points as agreed upon by the Parties.

(b) Loss adjustments for high voltage side or remote metering shall be as specified in the Tariff Schedule or as otherwise agreed by the Parties.

Article 8: Meter Readings and Payment of Bills

(a) Platte River shall read meters and invoice Estes Park for power and energy furnished hereunder at approximately monthly intervals. Such invoices shall be due and payable to Platte River within 15 days from date of issuance and shall become delinquent thereafter.

(b) If Estes Park's monthly bill becomes delinquent, late charges at the rate of 1½ % per month of the unpaid balance shall be added, and if such bill is delinquent for a period of 15 days or longer, Platte River may discontinue delivery of electric power and energy not less than15 days following written notice to Estes Park.

Article 9: Meter Testing and Billing Adjustment

(a) Platte River shall test and calibrate meters by comparison with accurate standards at intervals of 12 months, and shall also make special meter tests at any time at Estes Park's request. The cost of all tests shall be borne by Platte River; provided, however, that if any special meter test made at Estes Park's request shall disclose that the meters are recording accurately, Estes Park shall reimburse Platte River for the cost of such test. Meters registering within 2% above or below normal shall be deemed to be accurate.

(b) The readings of any meter which are disclosed by test to be inaccurate shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the test was made; provided, that no correction shall be made for a longer period than such inaccuracy is determined by Platte River to have existed. If a meter fails

to register, the electric power and energy delivered during such period of failure shall, for billing purposes, be estimated by Platte River from the best information available.

(c) Platte River shall notify Estes Park in advance of any meter reading or test so that Estes Park's representative may be present at such meter reading or test.

Article 10: Right of Occupancy and Access

Both Parties shall have a revocable license to occupy the property of the other Party necessary to deliver and receive power and energy under this Agreement as described in Attachment B. Duly authorized representatives of either Party shall be permitted to enter the premises of the other Party at all reasonable times in order to carry out the provisions of this Agreement and those described in Attachment B.

Article 11: Uncontrollable Forces

Neither Party to this Agreement shall be considered to be in default in performance of any of its obligations, except the agreement to make payment, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the Party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or inaction by, or failure to obtain the necessary authorization or approvals from, any governmental agency or authority, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact, if reasonable to do so, to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

Article 12: Enforceability

The Parties hereto recognize that there are legal constraints imposed upon them by the constitution, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon them by their respective governing statutes, charters, ordinances, rules and regulations, and that, subject to such constraints, the Parties intend to carry out the terms and

conditions of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either of the Parties exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

Article 13: Term of Agreement

This Agreement shall become effective when signed by both Parties, and shall amend and supersede the existing Contract for the Supply of Electric Power and Energy between Platte River and Estes Park, dated May 30, 2019. This Agreement shall remain in effect until December 31, 2075, and thereafter until terminated by either Party giving the other at least 12 months' prior written notice of termination.

Article 14: Notices

Any formal notice provided for in this Agreement, and the payment of monies due, shall be deemed properly served, given or made, if delivered in person or sent by regular mail to the persons specified below:

For Platte River:	For Estes Park:
General Manager Platte River Power Authority 2000 East Horsetooth Road Fort Collins, Colorado 80525	Town of Estes Park Town Administrator P. O. Box 1200 Estes Park, Colorado 80517

A copy of any such notice will also be provided to the Estes Park Utilities Director.

The Parties may exchange routine communications concerning this Agreement by electronic means or any other method acceptable to both Parties. Either Party may change its contact information for formal notices by delivering written notice to the other Party at least 30 days before the change is to take effect.

Article 15: Severability

In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person or circumstance by any Court having jurisdiction, the remainder of this Agreement and the application of its terms, covenants, or conditions to such persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

PLATTE RIVER POWER AUTHORITY:

By: _____
General Manager

ATTEST:

By: _____
Secretary

TOWN OF ESTES PARK:

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars ($25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to the be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Attachment B

Substation Cost and Maintenance Responsibility

And

Lease of 115kV Facilities

The following describes the cost and maintenance responsibilities for Estes Park and Platte River at the existing Estes Substation and Marys Lake Substation. This description will also apply to any future substations that may be constructed by Estes Park. If any special arrangements are required for a new substation different from the understanding described below, it will be documented in a separate letter agreement between Estes Park and Platte River and attached hereto.

Estes Park will furnish, own, and maintain at its expense the following items in each substation owned by Estes Park:

- The substation site with sufficient space for both the Estes Park and Platte River equipment
- Grading and surfacing within the fenced area
- Access right-of-way and roads
- Perimeter substation fence or wall
- Landscaping and maintenance of any grounds outside the fenced or walled area
- The 115kV/12.47 transformers, switchgear, feeder circuits, associated foundations and oil containment structures, duct banks, conduits, and all cabling, relays, and controls required to operate such equipment
- The Estes Park switchgear room in a common Estes Park/Platte River switchgear/control building or separate building, whichever is appropriate
- A remote terminal unit (RTU) at Marys Lake switchgear building to transmit substation information to Estes Park
- The DC power supply system and associated equipment or ½ the cost of a DC system shared with Platte River.
- Substation site electric service (equipment, power and energy)
- Substation yard lighting
- Substation yard below grade grounding system

Platte River will furnish, own, and maintain at its expense the following items in each substation owned by Estes Park:

- All transmission equipment required at the appropriate voltage class to deliver electric capacity and energy to Estes Park's facilities including the transmission line transition structures, breakers, switches, bus system, relays, meters and associated controls
- All foundations required for the Platte River equipment listed above
- The Platte River control room in a combined Estes Park/Platte River switchgear/control building, or the cost of a separate control building, whichever is appropriate
- Communication connections for Power System Operations use by both Estes Park and Platte River

- A remote terminal unit (RTU), for shared use to transmit substation information to both Estes Park and Platte River at Estes Park Substation. Platte River is responsible for its own RTU in the Platte River control building at Mary's Lake Substation
- Weed control

Estes Park and Platte River will share equally the cost of any substation security deemed by both parties to be appropriate for the location of the substation.

Lease of 115kV Facilities:

Background: In the Transmission Facilities Agreement dated March 11, 1980, Estes Park leased multiple transmission facilities to Platte River. Through that agreement Platte River assumed responsibility for the 115kV transmission and substation facilities that served the Estes and Marys Lake Substations. Of the "Leased Facilities" listed in Exhibit "A" to Attachment C of the March 11, 1980 Transmission Facilities Agreement, only the WAPA Tap to Marys Lake Substation 115kV Line still exists as of September 1, 2010. By joint agreement between Estes Park and Platte River, all of the other facilities listed in Exhibit "A" have either been removed permanently from service or have been replaced by facilities owned by Platte River.

Continuation of Lease: Estes Park agrees to continue the lease of the WAPA Tap to Marys Lake Substation 115kV Line ("Leased Facility") to Platte River through the term of this Agreement or until such facility is permanently removed from service or replaced. Platte River shall continue to have the right to use the Leased Facility in whatever manner it shall determine to be the most effective to meet its obligations under this Agreement and the local needs of Estes Park and to make whatever modifications, improvements, repairs and replacements it shall determine to be necessary to provide reliable service. Platte River shall not permit any lien or encumbrance to attach to the Leased Facility and shall deliver them up to Estes Park at the termination of this Agreement.

Proposed signature-ready document

AMENDED CONTRACT FOR THE SUPPLY OF ELECTRIC POWER AND ENERGY

This contract, made this ___ day of _____ 2025, between PLATTE RIVER POWER AUTHORITY, a political subdivision organized and existing under and by virtue of the laws of the State of Colorado (hereinafter called "Platte River") and the CITY OF FORT COLLINS, COLORADO, a municipal corporation of the State of Colorado, by and through its City Council and Electric Enterprise Board (hereinafter called "Fort Collins.")

WITNESSETH:

WHEREAS, Platte River was formed by Estes Park, Fort Collins, Longmont, and Loveland (hereinafter collectively called "Municipalities") in order to provide the wholesale power and energy requirements of the Municipalities in a reliable, cost-effective, and environmentally responsible manner; and

WHEREAS, Platte River owns, operates, and maintains electric generating facilities, transmission lines, substations, and related facilities for the purpose of supplying electric power and energy to the electric systems owned and operated by the Municipalities for resale; and

WHEREAS, Platte River has heretofore entered into or will enter into agreements for the sale of electric power and energy similar in form to this Agreement with the cities of Estes Park, Longmont, and Loveland; and

WHEREAS, Fort Collins desires to purchase electric power and energy from Platte River on the terms and conditions herein set forth; and

WHEREAS, the Municipalities and Platte River share common decarbonization goals they can most efficiently and equitably achieve through ongoing, forward-looking collaboration as the electric utility industry, energy-producing technologies, and relevant laws and regulations continue to evolve; and

WHEREAS, acting through the Platte River, the Municipalities wish to ensure an ongoing source of electric power and energy that is reliable, cost-effective, and environmentally responsible.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

Article 1: Sale and Purchase of Electric Power and Energy

(a) Platte River shall sell and deliver to Fort Collins and Fort Collins shall purchase and receive from Platte River all electric power and energy which Fort Collins shall require for the operation of its municipal electric system to the extent that Platte River shall have such power and energy available; provided, however, that (1) Fort Collins shall have the right to continue to generate its own power and energy to the extent of the capacity of its generating facilities in service on September 5, 1974, and may also generate power and energy for its own use from any new generation resource(s) owned and operated by Fort Collins provided that the total rated capacity of all such new generation is no greater than 1,000 kW or one percent of the peak load of Fort Collins, whichever is greater, provided further that if Fort Collins develops new generation resources of a total rated capacity as set forth above Platte River commits that it will meet with Fort Collins to discuss in good faith an increase in the total rated capacity limit, and (2) Fort Collins may purchase energy from retail customers with on-premises energy production facilities or energy storage and from retail customers participating in Fort Collins-sponsored grid support programs (such as a virtual power plant), consistent with applicable law, Fort Collins' policies governing customer-owned resources, and provisions in Platte River's General Power Bond Resolution requiring protection of the rights and security of Platte River's bondholders. Any retail customer-owned energy production or storage facilities not on the customer's premises that exceed the customer's annual average electricity consumption require Platte River's separate written consent.

(b) Subject to the provisions of Article 2(a), Fort Collins hereby binds itself to take and pay for all power and energy that is generated, purchased, or otherwise obtained by Platte River, and is furnished to Fort Collins for resale pursuant to Article 1(a) hereof, said payment to be made at the rates set forth in the Tariff Schedules of Platte River in effect at the time the power and energy is furnished to Fort Collins.

Article 2: Rate for Power and Energy

(a) Fort Collins shall pay Platte River for all electric power and energy furnished hereunder at the rates and on the terms and conditions as provided in the Platte River Tariff Schedules; provided, however, that notwithstanding any other provision of this Agreement, the obligation of Fort Collins to pay Platte River for all electric power and energy furnished

hereunder shall be, and is, a special obligation of Fort Collins payable solely from revenues to be received by Fort Collins from the sale of electric power and energy to its electric utility customers during the term hereof and is not a lien, charge, or liability against Fort Collins or against any property or funds of Fort Collins other than revenues to be received by Fort Collins from the sale of electric power and energy to its electric utility customers during the term hereof, and the obligation to pay Platte River for all electric power and energy furnished hereunder does not constitute a debt, liability, or obligation of Fort Collins other than from its revenues to be received from the sale of electric power and energy to its electric utility customers during the term hereof, and Fort Collins is not otherwise obligated to pay such obligation.

(b) The Board of Directors of Platte River, at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates for electric power and energy furnished hereunder and under similar agreements with the other Municipalities and, if necessary, shall revise such rates to produce revenues which shall be sufficient, but only sufficient, with the revenues of Platte River from all other sources,

(i) to meet the cost of operation and maintenance (including, without limitation, fuel, replacements, insurance, taxes, fees, and administrative and general overhead expense) of the electric generating plants, transmission system, and related facilities of Platte River;

(ii) to enable Platte River to operate effectively through bilateral trading, organized energy markets, and use of third-party transmission facilities to protect the reliability and value of Platte River assets;

(iii) to make payments of principal and interest on all indebtedness and revenue bonds of Platte River and provide an earnings margin adequate to enable Platte River to obtain revenue bond financing on favorable terms; and

(iv) to provide for the establishment and maintenance of reasonable reserves.

(c) Platte River shall cause a notice in writing to be given to each Municipality to which it furnishes electric power and energy, which notice shall set out each revision of the rates with the effective date thereof, which shall be not less than 30 days after the date of the notice. All rate adjustments shall apply equally to all Municipalities to which Platte River

furnishes electric power and energy, unless otherwise agreed upon, and shall not be discriminatory. Fort Collins agrees that the rates from time to time established by the Board of Directors of Platte River shall be deemed to be substituted for the rates presently contained in the Tariff Schedules and agrees to pay for electric power and energy furnished to it hereunder after the effective date of any revisions to the Tariff Schedules at such revised rates.

Article 3: Covenants of Platte River

(a) Platte River shall use reasonable diligence to furnish a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail, or be interrupted, or become defective through uncontrollable forces, as defined herein, Platte River shall not be liable for any claim or damages caused thereby.

(b) To satisfy the Municipalities' electric power and energy requirements Platte River may purchase and sell capacity, energy, and related services through bilateral sales, organized energy markets, or other means to balance the Municipalities' projected near-, mid-, and long-term needs with Platte River's available resources.

(c) Platte River shall plan, design, construct, and operate electric power facilities as necessary to fulfill its obligations under this Agreement, consistent with policies established by its Board of Directors. The Parties shall meet periodically, in conjunction with the other Municipalities, to coordinate policies, plans, and programs to support their shared goals and accommodate changing industry conditions, technologies, and business models.

Article 4: Covenants of Fort Collins

(a) Fort Collins agrees to maintain rates for electric power and energy furnished to its electric utility customers which will, after payment of all of Fort Collins' costs of operation and maintenance (including, without limitation, replacements, insurance, administrative and general overhead expense), return to Fort Collins sufficient revenue to meet its obligations to Platte River hereunder.

(b) Fort Collins shall not sell at wholesale any of the electric energy delivered to it hereunder to any of its customers for resale by that customer, unless such resale is specifically approved in writing by Platte River.

(c) Fort Collins acknowledges that it is familiar with the provision of Platte River's contract with the Western Area Power Administration, which requires, as a condition of the purchase of federally generated power, that the Municipalities comply with certain provisions of the "General Power Contract Provisions," which is attached hereto as Attachment A. Fort Collins acknowledges its compliance obligations under the General Power Contract Provisions, as that document presently exists and as it may be modified in the future.

Article 5: Conditions of Delivery of Power and Energy

(a) The electric power and energy to be furnished by Platte River shall be alternating current, 60 hertz, three-phase, subject to conditions of delivery and measurement as hereinafter provided and in the Tariff Schedules.

(b) Responsibilities for the facilities through which electric power and energy is delivered are set forth in Attachment B of this Agreement, attached hereto and made a part hereof.

(c) Fort Collins shall make and pay for all final connections between its system and the system owned by, or available to, Platte River at the points of delivery agreed upon.

(d) Unless otherwise agreed, Fort Collins shall install, own, and maintain the necessary substation equipment at the points of delivery from the system of, or available to, Platte River and shall install, own, and maintain switching and protective equipment of adequate design and sufficient capacity beyond such points of delivery to enable Fort Collins to take and use the electric power and energy supplied hereunder without hazard to such system.

(e) To provide adequate service to Fort Collins, Platte River agrees to increase the capacity of an existing transmission point of delivery, or to establish a new transmission point of delivery at a mutually agreeable location, of a design capacity of not less than 20,000 kVa maximum nameplate rating at 55° C. rise, and in accordance with this Agreement.

(f) Fort Collins shall give Platte River as much advance written notice as possible, but no less than two years' prior written notice of the need to increase the capacity of an existing

transmission point of delivery or the need for a new transmission point of delivery. If new transmission is required, Fort Collins shall give Platte River as much advance written notice as possible, but no less than four years' prior written notice. The notice shall specify the amount of additional or new capacity, the new transmission required, and the desired initial date of its operation. Platte River shall, within 60 days after receipt of such notice, and on the basis of the best information available to Platte River from system plans and load projections for Fort Collins, inform Fort Collins in writing of Platte River's plans and schedules with respect to the supply of the additional capacity requested by Fort Collins, and shall thereafter keep Fort Collins informed of Platte River's progress in supplying such additional capacity. Platte River and Fort Collins shall collaborate throughout the planning and construction process as needed to manage any unanticipated delays or other problems caused by uncontrollable forces. Any written notice requesting additional capacity at an existing point of delivery or the establishment of a new point of delivery shall provide to Platte River any and all authority necessary for its facilities to occupy the property of Fort Collins during the period in which that point of delivery is used by Platte River for the delivery of power and energy.

(g) If Fort Collins requires the construction of a 115 kV or 230 kV transmission line for additional service where such line is a tap or radial line over which energy can flow in only one direction, as distinguished from a system line over which energy can flow in either direction, then ownership, operation, and maintenance of such 115 kV or 230 kV transmission line will be undertaken by Platte River pursuant to a separate agreement with Fort Collins which provides for an appropriate sharing of the annual costs of ownership and operations of such line for as long as such energy flow and delivery conditions prevail.

Article 6: Consultation on System Planning

(a) At least once each year, on or before July 1, Platte River shall consult Fort Collins concerning its requirements for transmission facilities to effect delivery of power and energy by Platte River. The date for such annual consultation shall be set by agreement of the Parties.

(b) At least 30 days prior to the date of such annual consultation, Fort Collins shall provide Platte River with two copies of its latest estimate of requirements for delivery of power and energy covering a future period of 10 years. Platte River shall review Fort Collins' annual

estimates and shall consider them in preparing Platte River's annual system plan. Following Platte River's annual consultations on delivery requirements with all Municipalities, Platte River shall prepare an annual system plan for the delivery of power and energy to all Municipalities covering a future period of 10 years. Decisions regarding the construction of any transmission and delivery facilities by Platte River primarily to supply Fort Collins, will take into account Fort Collins' long-range distribution requirements and costs and the long-range costs and benefits of alternative service plans. Platte River's annual system plan shall include appropriate load flow and stability studies and a copy thereof shall be furnished to Fort Collins if requested.

Article 7: Measurement of Power and Energy

(a) Metering equipment shall be furnished, installed, and maintained by Platte River at each point of delivery to Fort Collins at the high voltage side of the transforming equipment or at such other points as agreed upon by the Parties.

(b) Loss adjustments for high voltage side or remote metering shall be as specified in the Tariff Schedule or as otherwise agreed by the Parties.

Article 8: Meter Readings and Payment of Bills

(a) Platte River shall read meters and invoice Fort Collins for power and energy furnished hereunder at approximately monthly intervals. Such invoices shall be due and payable to Platte River within 15 days from date of issuance and shall become delinquent thereafter.

(b) If Fort Collins' monthly bill becomes delinquent, late charges at the rate of 1½ % per month of the unpaid balance shall be added, and if such bill is delinquent for a period of 15 days or longer, Platte River may discontinue delivery of electric power and energy not less than15 days following written notice to Fort Collins.

Article 9: Meter Testing and Billing Adjustment

(a) Platte River shall test and calibrate meters by comparison with accurate standards at intervals of 12 months, and shall also make special meter tests at any time at Fort Collins' request. The cost of all tests shall be borne by Platte River; provided, however, that if any special meter test made at Fort Collins' request shall disclose that the meters are recording

accurately, Fort Collins shall reimburse Platte River for the cost of such test. Meters registering within 2% above or below normal shall be deemed to be accurate.

(b) The readings of any meter which are disclosed by test to be inaccurate shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the test was made; provided, that no correction shall be made for a longer period than such inaccuracy is determined by Platte River to have existed. If a meter fails to register, the electric power and energy delivered during such period of failure shall, for billing purposes, be estimated by Platte River from the best information available.

(c) Platte River shall notify Fort Collins in advance of any meter reading or test so that Fort Collins' representative may be present at such meter reading or test.

Article 10: Right of Occupancy and Access

Both Parties shall have a revocable license to occupy the property of the other Party necessary to deliver and receive power and energy under this Agreement as described in Attachment B. Duly authorized representatives of either Party shall be permitted to enter the premises of the other Party at all reasonable times in order to carry out the provisions of this Agreement and those described in Attachment B.

Article 11: Uncontrollable Forces

Neither Party to this Agreement shall be considered to be in default in performance of any of its obligations, except the agreement to make payment, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the Party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or inaction by, or failure to obtain the necessary authorization or approvals from, any governmental agency or authority, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact, if

reasonable to do so, to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

Article 12: Enforceability

The Parties hereto recognize that there are legal constraints imposed upon them by the constitution, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon them by their respective governing statutes, charters, ordinances, rules and regulations, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either of the Parties exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

Article 13: Term of Agreement

This Agreement shall become effective when signed by both Parties, and shall amend and supersede the existing Contract for the Supply of Electric Power and Energy between Platte River and Fort Collins, dated May 30, 2019. This Agreement shall remain in effect until December 31, 2075, and thereafter until terminated by either Party giving the other at least 12 months' prior written notice of termination.

Article 14: Notices

Any formal notice provided for in this Agreement, and the payment of monies due, shall be deemed properly served, given or made, if delivered in person or sent by regular mail to the persons specified below:

For Platte River:	For Fort Collins:
General Manager Platte River Power Authority 2000 East Horsetooth Road Fort Collins, Colorado 80525	Utilities General Manager City of Fort Collins P. O. Box 580 Fort Collins, Colorado 80522

The Parties may exchange routine communications concerning this Agreement by electronic means or any other method acceptable to both Parties. Either Party may change its contact

information for formal notices by delivering written notice to the other Party at least 30 days before the change is to take effect.

Article 15: Severability

In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person or circumstance by any Court having jurisdiction, the remainder of this Agreement and the application of its terms, covenants, or conditions to such persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

PLATTE RIVER POWER AUTHORITY:

By: _____
General Manager

ATTEST:

By: _____
Secretary

CITY OF FORT COLLINS:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

FORT COLLINS ELECTRIC UTILITY ENTERPRISE:

By: _____
Enterprise Board President

ATTEST:

By: _____
Enterprise Board Secretary

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars ($25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to the be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Attachment B

Substation Cost and Maintenance Responsibility

And

Lease of 115kV Facilities

The following describes the cost and maintenance responsibilities for Fort Collins and Platte River at the existing Harmony, Linden Tech, Richard Lake, Portner, and Drake Substations. This description will also apply to any future substations that may be constructed by Fort Collins. If any special arrangements are required for a new substation different from the understanding described below, it will be documented in a separate letter agreement between the Fort Collins and Platte River and attached hereto.

Fort Collins will furnish, own, and maintain at its expense the following items in each substation owned by Fort Collins:

- The substation site with sufficient space for both the Fort Collins and Platte River equipment
- Grading and surfacing within the fenced or walled area
- Access right-of-way and roads
- Perimeter substation fence or wall
- Landscaping and maintenance of any grounds outside the fenced or walled area
- The 230 or 115kV/13.8kV transformers, switchgear, feeder circuits, associated foundations and oil containment structures, duct banks, conduits, and all cabling, relays, and controls required to operate such equipment
- The Fort Collins switchgear room in a common Fort Collins/Platte River switchgear/control building or separate building, whichever is appropriate
- A remote terminal unit (RTU), for use to transmit substation information to Fort Collins
- The DC power supply system and associated equipment or ½ the cost of a DC system shared with Platte River.
- Substation site electric service (equipment, power and energy)
- Substation yard lighting
- Substation yard below grade grounding system

Platte River will furnish, own, and maintain at its expense the following items in each substation owned by Fort Collins:

- All transmission equipment required at the appropriate voltage class to deliver electric capacity and energy to Fort Collins' facilities including the transmission line transition structures, breakers, switches, bus system, relays, meters and associated controls
- All foundations required for the Platte River equipment listed above
- The Platte River control room in a combined Fort Collins/Platte River switchgear/control building, or the cost of a separate control building, whichever is appropriate
- Communication connections for Power System Operations use by both Fort Collins and Platte River
- A remote terminal unit (RTU), for use to transmit substation information to and Platte River

- Weed control

Fort Collins and Platte River will share equally the cost of any substation security deemed by both parties to be appropriate for the location of the substation.

Lease of 115kV Facilities:

Background: In the Transmission Facilities Agreement dated February 22, 1980, Fort Collins leased multiple transmission and substation facilities to Platte River. With that lease Platte River assumed responsibility for 115kV substation facilities at the Timberline Park, Drake, Overland Trail, and Power Plant Substations and the 115kV transmission lines from Poudre Tap to Power Plant, WAPA Line to Drake Substation, and the 115kV line south of Timberline Park Substation to Drake Road. Since 1980 the Overland Trail and Power Plant Substations and the Poudre Tap to Power Plant transmission line have been decommissioned are no longer in service and the WAPA line connection along Overland Trail is now connected at Dixon Creek Substation. Since 1980 new substations have been added to the Fort Collins system whose names are Harmony, Linden Tech, Richard Lake, and Fort Collins has added distribution facilities at Platte River's Dixon Creek Substation and Fort Collins' Timberline Substation.

Continuation of Lease: Fort Collins agrees to continue the lease of the facilities ("Leased Facilities") on the following list to Platte River through the term of this Agreement or until such facility is permanently removed from service or replaced. Platte River shall continue to have the right to use the Leased Facility in whatever manner it shall determine to be the most effective to meet its obligations under this Agreement and the local needs of Fort Collins and to make whatever modifications, improvements, repairs and replacements it shall determine to be necessary to provide reliable service. Platte River shall not permit any lien or encumbrance to attach to the Leased Facility and shall deliver them up to Fort Collins at the termination of this Agreement.

The following items comprise the Leased Facilities:

Land and Land Rights

All land, land rights, and easements on which the following facilities are located:

- Dixon Creek Substation to Drake Substation 115kV transmission line.
- Timberline Park-Drake 115kV transmission line.
- Timberline Park Substation.
- Fort Collins will continue to provide the access road to the Timberline Park Substation as well as landscaping and maintenance of the grounds outside the substation fence.
- The land and land rights leased at Timberline Park Substation are shown on Exhibit 1 attached hereto. The City of Fort Collins distribution facilities are located in the cross-hatched area shown on the diagram.

Substation Equipment

115kV breakers, busses, switches, insulators, meters, relays, control panels, structural steel, foundations, and miscellaneous 115kV support equipment at the following substations, which have not been replaced since February 22, 1980:

- Timberline Park Substation
- Drake Substation

Transmission Lines

All poles, conductors, and support equipment required for operation of the following transmission lines:

- Dixon Creek-Drake 115kV transmission line
- Timberline Park-Drake 115kV transmission line

AMENDED CONTRACT FOR THE SUPPLY OF ELECTRIC POWER AND ENERGY

This contract, made this ___ day of _____ 2025, between PLATTE RIVER POWER AUTHORITY, a political subdivision organized and existing under and by virtue of the laws of the State of Colorado (hereinafter called "Platte River") and the CITY OF LONGMONT, COLORADO, a municipal corporation of the State of Colorado (hereinafter called "Longmont.")

WITNESSETH:

WHEREAS, Platte River was formed by Estes Park, Fort Collins, Longmont, and Loveland (hereinafter collectively called "Municipalities") in order to provide the wholesale power and energy requirements of the Municipalities in a reliable, cost-effective, and environmentally responsible manner; and

WHEREAS, Platte River owns, operates, and maintains electric generating facilities, transmission lines, substations, and related facilities for the purpose of supplying electric power and energy to the electric systems owned and operated by the Municipalities for resale; and

WHEREAS, Platte River has heretofore entered into or will enter into agreements for the sale of electric power and energy similar in form to this Agreement with the cities of Estes Park, Fort Collins, and Loveland; and

WHEREAS, §9.11 of the Longmont Home Rule Charter provides that the Longmont City Council may transfer any excess earnings of any city-owned utility to any other fund of the City, and that, with certain exceptions, any such transfer must be restored before any rate increase by the transferring utility; and

WHEREAS, to avoid any impediments to rate adjustments, as this contract may require, Longmont intends, during the term of this contract, to foreclose such transfers from the Longmont Electric Utility Enterprise; and

WHEREAS, Longmont desires to purchase electric power and energy from Platte River on the terms and conditions herein set forth; and

WHEREAS, the Municipalities and Platte River share common decarbonization goals they can most efficiently and equitably achieve through ongoing, forward-looking collaboration as the electric utility industry, energy-producing technologies, and relevant laws and regulations continue to evolve; and

WHEREAS, acting through the Platte River, the Municipalities wish to ensure an ongoing source of electric power and energy that is reliable, cost-effective, and environmentally responsible.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

Article 1: Sale and Purchase of Electric Power and Energy

(a) Platte River shall sell and deliver to Longmont and Longmont shall purchase and receive from Platte River all electric power and energy which Longmont shall require for the operation of its municipal electric system to the extent that Platte River shall have such power and energy available; provided, however, that (1) Longmont shall have the right to continue to generate its own power and energy to the extent of the capacity of its generating facilities in service on September 5, 1974, and may also generate power and energy for its own use from any new generation resource(s) owned and operated by Longmont provided that the total rated capacity of all such new generation is no greater than 1,000 kW or one percent of the peak load of Longmont, whichever is greater, provided further that if Longmont develops new generation resources of a total rated capacity as set forth above Platte River commits that it will meet with Longmont to discuss in good faith an increase in the total rated capacity limit, and (2) Longmont may purchase energy from retail customers with on-premises energy production facilities or energy storage and from retail customers participating in Longmont-sponsored grid support programs (such as a virtual power plant), consistent with applicable law, Longmont's policies governing customer-owned resources, and provisions in Platte River's General Power Bond Resolution requiring protection of the rights and security of Platte River's bondholders. Any retail customer-owned energy production or storage facilities not on the customer's premises that exceed the customer's annual average electricity consumption require Platte River's separate written consent.

(b) Subject to the provisions of Article 2(a), Longmont hereby binds itself to take and pay for all power and energy that is generated, purchased, or otherwise obtained by Platte River, and is furnished to Longmont for resale pursuant to Article 1(a) hereof, said payment to be made at the rates set forth in the Tariff Schedules of Platte River in effect at the time the power and energy is furnished to Longmont.

Article 2: Rate for Power and Energy

(a) Longmont shall pay Platte River for all electric power and energy furnished hereunder at the rates and on the terms and conditions as provided in the Platte River Tariff Schedules; provided, however, that notwithstanding any other provision of this Agreement, the obligation of Longmont to pay Platte River for all electric power and energy furnished hereunder shall be, and is, a special obligation of Longmont payable solely from revenues to be received by Longmont from the sale of electric power and energy to its electric utility customers during the term hereof and is not a lien, charge, or liability against Longmont or against any property or funds of Longmont other than revenues to be received by Longmont from the sale of electric power and energy to its electric utility customers during the term hereof, and the obligation to pay Platte River for all electric power and energy furnished hereunder does not constitute a debt, liability, or obligation of Longmont other than from its revenues to be received from the sale of electric power and energy to its electric utility customers during the term hereof, and Longmont is not otherwise obligated to pay such obligation.

(b) The Board of Directors of Platte River, at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates for electric power and energy furnished hereunder and under similar agreements with the other Municipalities and, if necessary, shall revise such rates to produce revenues which shall be sufficient, but only sufficient, with the revenues of Platte River from all other sources,

(i) to meet the cost of operation and maintenance (including, without limitation, fuel, replacements, insurance, taxes, fees, and administrative and general overhead expense) of the electric generating plants, transmission system, and related facilities of Platte River;

(ii) to enable Platte River to operate effectively through bilateral trading, organized energy markets, and use of third-party transmission facilities to protect the reliability and value of Platte River assets;

(iii) to make payments of principal and interest on all indebtedness and revenue bonds of Platte River and provide an earnings margin adequate to enable Platte River to obtain revenue bond financing on favorable terms; and

(iv) to provide for the establishment and maintenance of reasonable reserves.

(c) Platte River shall cause a notice in writing to be given to each Municipality to which it furnishes electric power and energy, which notice shall set out each revision of the rates with the effective date thereof, which shall be not less than 30 days after the date of the notice. All rate adjustments shall apply equally to all Municipalities to which Platte River furnishes electric power and energy, unless otherwise agreed upon, and shall not be discriminatory. Longmont agrees that the rates from time to time established by the Board of Directors of Platte River shall be deemed to be substituted for the rates presently contained in the Tariff Schedules and agrees to pay for electric power and energy furnished to it hereunder after the effective date of any revisions to the Tariff Schedules at such revised rates.

Article 3: Covenants of Platte River

(a) Platte River shall use reasonable diligence to furnish a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail, or be interrupted, or become defective through uncontrollable forces, as defined herein, Platte River shall not be liable for any claim or damages caused thereby.

(b) To satisfy the Municipalities' electric power and energy requirements Platte River may purchase and sell capacity, energy, and related services through bilateral sales, organized energy markets, or other means to balance the Municipalities' projected near-, mid-, and long-term needs with Platte River's available resources.

(c) Platte River shall plan, design, construct, and operate electric power facilities as necessary to fulfill its obligations under this Agreement, consistent with policies established by its Board of Directors. The Parties shall meet periodically, in conjunction with the other Municipalities, to coordinate policies, plans, and programs to support their shared goals and accommodate changing industry conditions, technologies, and business models.

Article 4: Covenants of Longmont

(a) Longmont agrees to maintain rates for electric power and energy furnished to its electric utility customers which will, after payment of all of Longmont's costs of operation and maintenance (including, without limitation, replacements, insurance, administrative and

general overhead expense), return to Longmont sufficient revenue to meet its obligations to Platte River hereunder.

(b) Longmont agrees, during the term of this contract, to make no transfers of excess earnings of the Longmont Electric Utility Enterprise to any other fund of the City, as §9.11 of the Longmont Home Rule Charter otherwise permits.

(c) Longmont shall not sell at wholesale any of the electric energy delivered to it hereunder to any of its customers for resale by that customer, unless such resale is specifically approved in writing by Platte River.

(d) Longmont acknowledges that it is familiar with the provision of Platte River's contract with the Western Area Power Administration, which requires, as a condition of the purchase of federally generated power, that the Municipalities comply with certain provisions of the "General Power Contract Provisions," which is attached hereto as Attachment A. Longmont acknowledges its compliance obligations under the General Power Contract Provisions, as that document presently exists and as it may be modified in the future.

Article 5: Conditions of Delivery of Power and Energy

(a) The electric power and energy to be furnished by Platte River shall be alternating current, 60 hertz, three-phase, subject to conditions of delivery and measurement as hereinafter provided and in the Tariff Schedules.

(b) Responsibilities for the facilities through which electric power and energy is delivered are set forth in Attachment B of this Agreement, attached hereto and made a part hereof.

(c) Longmont shall make and pay for all final connections between its system and the system owned by, or available to, Platte River at the points of delivery agreed upon.

(d) Unless otherwise agreed, Longmont shall install, own, and maintain the necessary substation equipment at the points of delivery from the system of, or available to, Platte River and shall install, own, and maintain switching and protective equipment of adequate design and sufficient capacity beyond such points of delivery to enable Longmont to take and use the electric power and energy supplied hereunder without hazard to such system.

(e) To provide adequate service to Longmont, Platte River agrees to increase the capacity of an existing transmission point of delivery, or to establish a new transmission point of

delivery at a mutually agreeable location, of a design capacity of not less than 20,000 kVa maximum nameplate rating at 55° C. rise, and in accordance with this Agreement.

(f) Longmont shall give Platte River as much advance written notice as possible, but no less than two years' prior written notice of the need to increase the capacity of an existing transmission point of delivery or the need for a new transmission point of delivery. If new transmission is required, Longmont shall give Platte River as much advance written notice as possible, but no less than four years' prior written notice. The notice shall specify the amount of additional or new capacity, the new transmission required, and the desired initial date of its operation. Platte River shall, within 60 days after receipt of such notice, and on the basis of the best information available to Platte River from system plans and load projections for Longmont, inform Longmont in writing of Platte River's plans and schedules with respect to the supply of the additional capacity requested by Longmont, and shall thereafter keep Longmont informed of Platte River's progress in supplying such additional capacity. Platte River and Longmont shall collaborate throughout the planning and construction process as needed to manage any unanticipated delays or other problems caused by uncontrollable forces. Any written notice requesting additional capacity at an existing point of delivery or the establishment of a new point of delivery shall provide to Platte River any and all authority necessary for its facilities to occupy the property of Longmont during the period in which that point of delivery is used by Platte River for the delivery of power and energy.

(g) If Longmont requires the construction of a 115 kV or 230 kV transmission line for additional service where such line is a tap or radial line over which energy can flow in only one direction, as distinguished from a system line over which energy can flow in either direction, then ownership, operation, and maintenance of such 115 kV or 230 kV transmission line will be undertaken by Platte River pursuant to a separate agreement with Longmont which provides for an appropriate sharing of the annual costs of ownership and operations of such line for as long as such energy flow and delivery conditions prevail.

Article 6: Consultation on System Planning

(a) At least once each year, on or before July 1, Platte River shall consult Longmont concerning its requirements for transmission facilities to effect delivery of power and

energy by Platte River. The date for such annual consultation shall be set by agreement of the Parties.

(b) At least 30 days prior to the date of such annual consultation, Longmont shall provide Platte River with two copies of its latest estimate of requirements for delivery of power and energy covering a future period of 10 years. Platte River shall review Longmont's annual estimates and shall consider them in preparing Platte River's annual system plan. Following Platte River's annual consultations on delivery requirements with all Municipalities, Platte River shall prepare an annual system plan for the delivery of power and energy to all Municipalities covering a future period of 10 years. Decisions regarding the construction of any transmission and delivery facilities by Platte River primarily to supply Longmont, will take into account Longmont's long-range distribution requirements and costs and the long-range costs and benefits of alternative service plans. Platte River's annual system plan shall include appropriate load flow and stability studies and a copy thereof shall be furnished to Longmont if requested.

Article 7: Measurement of Power and Energy

(a) Metering equipment shall be furnished, installed, and maintained by Platte River at each point of delivery to Longmont at the high voltage side of the transforming equipment or at such other points as agreed upon by the Parties.

(b) Loss adjustments for high voltage side or remote metering shall be as specified in the Tariff Schedule or as otherwise agreed by the Parties.

Article 8: Meter Readings and Payment of Bills

(a) Platte River shall read meters and invoice Longmont for power and energy furnished hereunder at approximately monthly intervals. Such invoices shall be due and payable to Platte River within 15 days from date of issuance and shall become delinquent thereafter.

(b) If Longmont's monthly bill becomes delinquent, late charges at the rate of 1½ % per month of the unpaid balance shall be added, and if such bill is delinquent for a period of 15 days or longer, Platte River may discontinue delivery of electric power and energy not less than 15 days following written notice to Longmont.

Article 9: Meter Testing and Billing Adjustment

(a) Platte River shall test and calibrate meters by comparison with accurate standards at intervals of 12 months, and shall also make special meter tests at any time at Longmont's request. The cost of all tests shall be borne by Platte River; provided, however, that if any special meter test made at Longmont's request shall disclose that the meters are recording accurately, Longmont shall reimburse Platte River for the cost of such test. Meters registering within 2% above or below normal shall be deemed to be accurate.

(b) The readings of any meter which are disclosed by test to be inaccurate shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the test was made; provided, that no correction shall be made for a longer period than such inaccuracy is determined by Platte River to have existed. If a meter fails to register, the electric power and energy delivered during such period of failure shall, for billing purposes, be estimated by Platte River from the best information available.

(c) Platte River shall notify Longmont in advance of any meter reading or test so that Longmont's representative may be present at such meter reading or test.

Article 10: Right of Occupancy and Access

Both Parties shall have a revocable license to occupy the property of the other Party necessary to deliver and receive power and energy under this Agreement as described in Attachment B. Duly authorized representatives of either Party shall be permitted to enter the premises of the other Party at all reasonable times in order to carry out the provisions of this Agreement and those described in Attachment B.

Article 11: Uncontrollable Forces

Neither Party to this Agreement shall be considered to be in default in performance of any of its obligations, except the agreement to make payment, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the Party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or inaction by, or failure to obtain the necessary authorization or approvals from, any governmental agency or authority, which by the exercise of due diligence such Party could not

reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact, if reasonable to do so, to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

Article 12: Enforceability

The Parties hereto recognize that there are legal constraints imposed upon them by the constitution, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon them by their respective governing statutes, charters, ordinances, rules and regulations, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either of the Parties exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

Article 13: Term of Agreement

This Agreement shall become effective when signed by both Parties, and shall amend and supersede the existing Contract for the Supply of Electric Power and Energy between Platte River and Longmont, dated May 30, 2019, as approved by Longmont City Council Resolution R-2019-47. This Agreement shall remain in effect until December 31, 2075, and thereafter until terminated by either Party giving the other at least 12 months' prior written notice of termination.

Article 14: Notices

Any formal notice provided for in this Agreement, and the payment of monies due, shall be deemed properly served, given or made, if delivered in person or sent by regular mail to the persons specified below:

For Platte River:

General Manager
Platte River Power Authority
2000 East Horsetooth Road
Fort Collins, Colorado 80525

For Longmont:

City of Longmont, Colorado
Director of Longmont Power & Communications
1100 South Sherman
Longmont Colorado 80501

The Parties may exchange routine communications concerning this Agreement by electronic means or any other method acceptable to both Parties. Either Party may change its contact information for formal notices by delivering written notice to the other Party at least 30 days before the change is to take effect.

Article 15: Severability

In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person or circumstance by any Court having jurisdiction, the remainder of this Agreement and the application of its terms, covenants, or conditions to such persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

PLATTE RIVER POWER AUTHORITY

By: _____
General Manager/CEO

ATTEST:

By: _____
Secretary

CITY OF LONGMONT

By: _____
Mayor

ATTEST:

By: _____
City Clerk

_____
Date

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

_____
Date

By: _____
Proofread

_____
Date

APPROVED AS TO FORM AND SUBSTANCE:

By: _____
Originating Department

_____
Date

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars ($25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to the be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Attachment B

Substation Cost and Maintenance Responsibility

And

Lease of 115kV Facilities

The following describes the cost and maintenance responsibilities for Longmont and Platte River at the existing Meadow, Harvard, Fordham, Rogers Road, Terry, and County Line Substations. This description will also apply to any future substations that may be constructed by Longmont. If any special arrangements are required for a new substation different from the understanding described below, it will be documented in a separate letter agreement between the Longmont and Platte River and attached hereto.

Longmont will furnish, own, and maintain at its expense the following items in each substation owned by Longmont:

- The substation site with sufficient space for both the Longmont and Platte River equipment
- Grading and surfacing within the fenced or walled area
- Access right-of-way and roads
- Perimeter substation fence or wall
- Landscaping and maintenance of any grounds outside the fenced or walled area
- The 115kV/12.47 transformers, switchgear, feeder circuits, associated foundations and oil containment structures, duct banks, conduits, and all cabling, relays, and controls required to operate such equipment
- The Longmont switchgear room in a common Longmont/Platte River switchgear/control building or separate building, whichever is appropriate
- A remote terminal unit (RTU), for use to transmit substation information to Longmont
- The DC power supply system and associated equipment or ½ the cost of a DC system shared with Platte River.
- Substation site electric service (equipment, power and energy)
- Substation yard lighting
- Substation yard below grade grounding system

Platte River will furnish, own, and maintain at its expense the following items in each substation owned by Longmont:

- All transmission equipment required at the appropriate voltage class to deliver electric capacity and energy to Longmont's facilities including the transmission line transition structures, breakers, switches, bus system, relays, meters and associated controls
- All foundations required for the Platte River equipment listed above
- The Platte River control room in a combined Longmont/Platte River switchgear/control building, or the cost of a separate control building, whichever is appropriate
- Communication connections for Power System Operations use by both Longmont and Platte River
- A remote terminal unit (RTU), for use to transmit substation information to Platte River
- Weed control

Longmont and Platte River will share equally the cost of any substation security deemed by both parties to be appropriate for the location of the substation.

Lease of 115kV Facilities:

Background: In the Transmission Facilities Agreement dated March 31, 1980, Longmont leased multiple transmission and substation facilities to Platte River. With that lease Platte River assumed responsibility for 115kV transmission and substation facilities at the Meadow, Harvard, and Terry Substations and the Northwest Switching Station. Subsequent to 1980, Platte River has installed and owns the 115kV facilities at the Longmont substations named Fordham, Rogers Road, and County Line Substations. {As an historical note, the "Longs Peak Substation," referred to in the March 31, 1980 agreement, was never built by Longmont and should not be confused with the Longs Peak Substation constructed by Platte River near Mead.}

Continuation of Lease: Longmont agrees to continue the lease of the facilities ("Leased Facilities") on the following list to Platte River for a period of twenty (20) years commencing as of the date of this Agreement or until such facility is permanently removed from service or replaced, whichever is sooner. Platte River shall continue to have the right to use the Leased Facility in whatever manner it shall determine to be the most effective to meet its obligations under this Agreement and the local needs of Longmont and to make whatever modifications, improvements, repairs and replacements it shall determine to be necessary to provide reliable service. Platte River shall not permit any lien or encumbrance to attach to the Leased Facility and shall deliver them up to Longmont at the termination of this Agreement.

The following items comprise the Leased Facilities:

Land and Land Rights

All land, land rights, and easements on which the following facilities are located:

- The portion of the Northwest Switching Station owned by Longmont prior to 1984. Longmont will continue to provide at its cost at Northwest Switching Station;

  (i) the access road,
  (ii) the landscaping and grounds outside the station fence, and
  (iii) the electric service required. Platte River will be responsible for maintenance of the fence or wall and all property within the fenced area at the Northwest Switching Station.

- Northwest Switching Station to Meadow Substation double-circuit 230/115kV transmission line
- The Terry Substation 115kV line loop to the Western Area Power Administration 115kV line tap

Substation Equipment

115kV breakers, busses, switches, insulators, meters, relays, control panels, structural steel, foundations, and miscellaneous 115kV support equipment at the following substations, that has not been replaced since March 31, 1980:

- Northwest Switching Station
- Meadow Substation
- Terry Substation

Transmission Lines

All poles, conductors, and support equipment required for operation of the following transmission lines:

- Northwest Switching Station to Harvard 115kV transmission connection
- The Terry Substation 115kV line loop to the Western Area Power Administration 115kV line tap

Proposed signature-ready document

AMENDED CONTRACT FOR THE SUPPLY OF ELECTRIC POWER AND ENERGY

This contract, made this ___ day of _____ 2025, between PLATTE RIVER POWER AUTHORITY, a political subdivision organized and existing under and by virtue of the laws of the State of Colorado (hereinafter called "Platte River") and the CITY OF LOVELAND, COLORADO, a municipal corporation of the State of Colorado (hereinafter called "Loveland.")

WITNESSETH:

WHEREAS, Platte River was formed by Estes Park, Fort Collins, Longmont, and Loveland (hereinafter collectively called "Municipalities") in order to provide the wholesale power and energy requirements of the Municipalities in a reliable, cost-effective, and environmentally responsible manner; and

WHEREAS, Platte River owns, operates, and maintains electric generating facilities, transmission lines, substations, and related facilities for the purpose of supplying electric power and energy to the electric systems owned and operated by the Municipalities for resale; and

WHEREAS, Platte River has heretofore entered into or will enter into agreements for the sale of electric power and energy similar in form to this Agreement with the cities of Estes Park, Fort Collins, and Longmont; and

WHEREAS, Loveland desires to purchase electric power and energy from Platte River on the terms and conditions herein set forth; and

WHEREAS, the Municipalities and Platte River share common decarbonization goals they can most efficiently and equitably achieve through ongoing, forward-looking collaboration as the electric utility industry, energy-producing technologies, and relevant laws and regulations continue to evolve; and

WHEREAS, acting through the Platte River, the Municipalities wish to ensure an ongoing source of electric power and energy that is reliable, cost-effective, and environmentally responsible.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

Article 1: Sale and Purchase of Electric Power and Energy

(a) Platte River shall sell and deliver to Loveland and Loveland shall purchase and receive from Platte River all electric power and energy which Loveland shall require for the operation of its municipal electric system to the extent that Platte River shall have such power and energy available; provided, however, that (1) Loveland shall have the right to continue to generate its own power and energy to the extent of the capacity of its generating facilities in service on September 5, 1974, and may also generate power and energy for its own use from any new generation resource(s) owned and operated by Loveland provided that the total rated capacity of all such new generation is no greater than 1,000 kW or one percent of the peak load of Loveland, whichever is greater, provided further that if Loveland develops new generation resources of a total rated capacity as set forth above Platte River commits that it will meet with Loveland to discuss in good faith an increase in the total rated capacity limit, and (2) Loveland may purchase energy from retail customers with on-premises energy production facilities or energy storage and from retail customers participating in Loveland-sponsored grid support programs (such as a virtual power plant), consistent with applicable law, Loveland's policies governing customer-owned resources, and provisions in Platte River's General Power Bond Resolution requiring protection of the rights and security of Platte River's bondholders. Any retail customer-owned energy production or storage facilities not on the customer's premises that exceed the customer's annual average electricity consumption require Platte River's separate written consent.

(b) Subject to the provisions of Article 2(a), Loveland hereby binds itself to take and pay for all power and energy that is generated, purchased, or otherwise obtained by Platte River, and is furnished to Loveland for resale pursuant to Article 1(a) hereof, said payment to be made at the rates set forth in the Tariff Schedules of Platte River in effect at the time the power and energy is furnished to Loveland.

Article 2: Rate for Power and Energy

(a) Loveland shall pay Platte River for all electric power and energy furnished hereunder at the rates and on the terms and conditions as provided in the Platte River Tariff Schedules; provided, however, that notwithstanding any other provision of this Agreement, the obligation of Loveland to pay Platte River for all electric power and energy furnished

hereunder shall be, and is, a special obligation of Loveland payable solely from revenues to be received by Loveland from the sale of electric power and energy to its electric utility customers during the term hereof and is not a lien, charge, or liability against Loveland or against any property or funds of Loveland other than revenues to be received by Loveland from the sale of electric power and energy to its electric utility customers during the term hereof, and the obligation to pay Platte River for all electric power and energy furnished hereunder does not constitute a debt, liability, or obligation of Loveland other than from its revenues to be received from the sale of electric power and energy to its electric utility customers during the term hereof, and Loveland is not otherwise obligated to pay such obligation.

(b) The Board of Directors of Platte River, at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates for electric power and energy furnished hereunder and under similar agreements with the other Municipalities and, if necessary, shall revise such rates to produce revenues which shall be sufficient, but only sufficient, with the revenues of Platte River from all other sources,

(i) to meet the cost of operation and maintenance (including, without limitation, fuel, replacements, insurance, taxes, fees, and administrative and general overhead expense) of the electric generating plants, transmission system, and related facilities of Platte River;

(ii) to enable Platte River to operate effectively through bilateral trading, organized energy markets, and use of third-party transmission facilities to protect the reliability and value of Platte River assets;

(iii) to make payments of principal and interest on all indebtedness and revenue bonds of Platte River and provide an earnings margin adequate to enable Platte River to obtain revenue bond financing on favorable terms; and

(iv) to provide for the establishment and maintenance of reasonable reserves.

(c) Platte River shall cause a notice in writing to be given to each Municipality to which it furnishes electric power and energy, which notice shall set out each revision of the rates with the effective date thereof, which shall be not less than 30 days after the date of the notice. All rate adjustments shall apply equally to all Municipalities to which Platte River furnishes electric power and energy, unless otherwise agreed upon, and shall not be

discriminatory. Loveland agrees that the rates from time to time established by the Board of Directors of Platte River shall be deemed to be substituted for the rates presently contained in the Tariff Schedules and agrees to pay for electric power and energy furnished to it hereunder after the effective date of any revisions to the Tariff Schedules at such revised rates.

Article 3: Covenants of Platte River

(a) Platte River shall use reasonable diligence to furnish a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail, or be interrupted, or become defective through uncontrollable forces, as defined herein, Platte River shall not be liable for any claim or damages caused thereby.

(b) To satisfy the Municipalities' electric power and energy requirements Platte River may purchase and sell capacity, energy, and related services through bilateral sales, organized energy markets, or other means to balance the Municipalities' projected near-, mid-, and long-term needs with Platte River's available resources.

(c) Platte River shall plan, design, construct, and operate electric power facilities as necessary to fulfill its obligations under this Agreement, consistent with policies established by its Board of Directors. The Parties shall meet periodically, in conjunction with the other Municipalities, to coordinate policies, plans, and programs to support their shared goals and accommodate changing industry conditions, technologies, and business models.

Article 4: Covenants of Loveland

(a) Loveland agrees to maintain rates for electric power and energy furnished to its electric utility customers which will, after payment of all of Loveland's costs of operation and maintenance (including, without limitation, replacements, insurance, administrative and general overhead expense), return to Loveland sufficient revenue to meet its obligations to Platte River hereunder.

(b) Loveland shall not sell at wholesale any of the electric energy delivered to it hereunder to any of its customers for resale by that customer, unless such resale is specifically approved in writing by Platte River.

(c) Loveland acknowledges that it is familiar with the provision of Platte River's contract with the Western Area Power Administration, which requires, as a condition of the purchase of federally generated power, that the Municipalities comply with certain provisions of the "General Power Contract Provisions," which is attached hereto as Attachment A. Loveland acknowledges its compliance obligations under the General Power Contract Provisions, as that document presently exists and as it may be modified in the future.

Article 5: Conditions of Delivery of Power and Energy

(a) The electric power and energy to be furnished by Platte River shall be alternating current, 60 hertz, three-phase, subject to conditions of delivery and measurement as hereinafter provided and in the Tariff Schedules.

(b) Responsibilities for the facilities through which electric power and energy is delivered are set forth in Attachment B of this Agreement, attached hereto and made a part hereof.

(c) Loveland shall make and pay for all final connections between its system and the system owned by, or available to, Platte River at the points of delivery agreed upon.

(d) Unless otherwise agreed, Loveland shall install, own, and maintain the necessary substation equipment at the points of delivery from the system of, or available to, Platte River and shall install, own, and maintain switching and protective equipment of adequate design and sufficient capacity beyond such points of delivery to enable Loveland to take and use the electric power and energy supplied hereunder without hazard to such system.

(e) To provide adequate service to Loveland, Platte River agrees to increase the capacity of an existing transmission point of delivery, or to establish a new transmission point of delivery at a mutually agreeable location, of a design capacity of not less than 20,000 kVa maximum nameplate rating at 55° C. rise, and in accordance with this Agreement.

(f) Loveland shall give Platte River as much advance written notice as possible, but no less than two years' prior written notice of the need to increase the capacity of an existing transmission point of delivery or the need for a new transmission point of delivery. If new transmission is required, Loveland shall give Platte River as much advance written notice as possible, but no less than four years' prior written notice. The notice shall specify the amount of additional or new capacity, the new transmission required, and the desired initial date of its operation. Platte River shall, within 60 days after receipt of such notice, and on

the basis of the best information available to Platte River from system plans and load projections for Loveland, inform Loveland in writing of Platte River's plans and schedules with respect to the supply of the additional capacity requested by Loveland, and shall thereafter keep Loveland informed of Platte River's progress in supplying such additional capacity. Platte River and Loveland shall collaborate throughout the planning and construction process as needed to manage any unanticipated delays or other problems caused by uncontrollable forces. Any written notice requesting additional capacity at an existing point of delivery or the establishment of a new point of delivery shall provide to Platte River any and all authority necessary for its facilities to occupy the property of Loveland during the period in which that point of delivery is used by Platte River for the delivery of power and energy.

(g) If Loveland requires the construction of a 115 kV or 230 kV transmission line for additional service where such line is a tap or radial line over which energy can flow in only one direction, as distinguished from a system line over which energy can flow in either direction, then ownership, operation, and maintenance of such 115 kV or 230 kV transmission line will be undertaken by Platte River pursuant to a separate agreement with Loveland which provides for an appropriate sharing of the annual costs of ownership and operations of such line for as long as such energy flow and delivery conditions prevail.

Article 6: Consultation on System Planning

(a) At least once each year, on or before July 1, Platte River shall consult Loveland concerning its requirements for transmission facilities to effect delivery of power and energy by Platte River. The date for such annual consultation shall be set by agreement of the Parties.

(b) At least 30 days prior to the date of such annual consultation, Loveland shall provide Platte River with two copies of its latest estimate of requirements for delivery of power and energy covering a future period of 10 years. Platte River shall review Loveland's annual estimates and shall consider them in preparing Platte River's annual system plan. Following Platte River's annual consultations on delivery requirements with all Municipalities, Platte River shall prepare an annual system plan for the delivery of power and energy to all Municipalities covering a future period of 10 years. Decisions regarding the construction of any transmission and delivery facilities by Platte River primarily to supply Loveland, will take into account Loveland's long-range distribution requirements and costs and the long-

range costs and benefits of alternative service plans. Platte River's annual system plan shall include appropriate load flow and stability studies and a copy thereof shall be furnished to Loveland if requested.

Article 7: Measurement of Power and Energy

(a) Metering equipment shall be furnished, installed, and maintained by Platte River at each point of delivery to Loveland at the high voltage side of the transforming equipment or at such other points as agreed upon by the Parties.

(b) Loss adjustments for high voltage side or remote metering shall be as specified in the Tariff Schedule or as otherwise agreed by the Parties.

Article 8: Meter Readings and Payment of Bills

(a) Platte River shall read meters and invoice Loveland for power and energy furnished hereunder at approximately monthly intervals. Such invoices shall be due and payable to Platte River within 15 days from date of issuance and shall become delinquent thereafter.

(b) If Loveland's monthly bill becomes delinquent, late charges at the rate of a 1½ % per month of the unpaid balance shall be added, and if such bill is delinquent for a period of 15 days or longer, Platte River may discontinue delivery of electric power and energy not less than15 days following written notice to Loveland.

Article 9: Meter Testing and Billing Adjustment

(a) Platte River shall test and calibrate meters by comparison with accurate standards at intervals of 12 months, and shall also make special meter tests at any time at Loveland's request. The cost of all tests shall be borne by Platte River; provided, however, that if any special meter test made at Loveland's request shall disclose that the meters are recording accurately, Loveland shall reimburse Platte River for the cost of such test. Meters registering within 2% above or below normal shall be deemed to be accurate.

(b) The readings of any meter which are disclosed by test to be inaccurate shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the test was made; provided, that no correction shall be made for a longer period than such inaccuracy is determined by Platte River to have existed. If a meter fails

to register, the electric power and energy delivered during such period of failure shall, for billing purposes, be estimated by Platte River from the best information available.

(c) Platte River shall notify Loveland in advance of any meter reading or test so that Loveland's representative may be present at such meter reading or test.

Article 10: Right of Occupancy and Access

Both Parties shall have a revocable license to occupy the property of the other Party necessary to deliver and receive power and energy under this Agreement as described in Attachment B. Duly authorized representatives of either Party shall be permitted to enter the premises of the other Party at all reasonable times in order to carry out the provisions of this Agreement and those described in Attachment B.

Article 11: Uncontrollable Forces

Neither Party to this Agreement shall be considered to be in default in performance of any of its obligations, except the agreement to make payment, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the Party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or inaction by, or failure to obtain the necessary authorization or approvals from, any governmental agency or authority, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact, if reasonable to do so, to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

Article 12: Enforceability

The Parties hereto recognize that there are legal constraints imposed upon them by the constitution, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon them by their respective governing statutes, charters, ordinances, rules and regulations, and that, subject to such constraints, the Parties intend to carry out the terms and

conditions of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either of the Parties exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

Article 13: Term of Agreement

This Agreement shall become effective when signed by both Parties, and shall amend and supersede the existing Contract for the Supply of Electric Power and Energy between Platte River and Loveland, dated May 30, 2019. This Agreement shall remain in effect until December 31, 2075, and thereafter until terminated by either Party giving the other at least 12 months' prior written notice of termination.

Article 14: Notices

Any formal notice provided for in this Agreement, and the payment of monies due, shall be deemed properly served, given or made, if delivered in person or sent by regular mail to the persons specified below:

For Platte River:	For Loveland:
General Manager Platte River Power Authority 2000 East Horsetooth Road Fort Collins, Colorado 80525	City of Loveland, Colorado Water & Power Director 200 North Wilson Loveland, Colorado 80537

The Parties may exchange routine communications concerning this Agreement by electronic means or any other method acceptable to both Parties. Either Party may change its contact information for formal notices by delivering written notice to the other Party at least 30 days before the change is to take effect.

Article 15: Severability

In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person or circumstance by any Court having jurisdiction, the remainder of this Agreement and the application of its terms, covenants, or conditions to such persons or circumstances shall not be affected thereby.

Proposed signature-ready document

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

PLATTE RIVER POWER AUTHORITY

By: _____
General Manager/CEO

ATTEST:

By: _____
Secretary

CITY OF LOVELAND

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars ($25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to the be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Attachment B

Substation Cost and Maintenance Responsibility

And

Lease of 115kV Facilities

The following describes the cost and maintenance responsibilities for Loveland and Platte River at the existing East, West, Valley, Airport, Horseshoe, Crossroads, and Foothills Substations. This description will also apply to any future substations that may be constructed by Loveland. If any special arrangements are required for a new substation different from the understanding described below, it will be documented in a separate letter agreement between the Loveland and Platte River and attached hereto.

Loveland will furnish, own, and maintain at its expense the following items in each substation owned by Loveland:

- The substation site with sufficient space for both the Loveland and Platte River equipment
- Grading and surfacing within the fenced or walled area
- Access right-of-way and roads
- Perimeter substation fence or wall
- Landscaping and maintenance of any grounds outside the fenced or walled area
- The 230 or 115kV/12.47 transformers, switchgear, feeder circuits, associated foundations and oil containment structures, duct banks, conduits, and all cabling, relays, and controls required to operate such equipment
- The Loveland switchgear room in a common Loveland/Platte River switchgear/control building or separate building, whichever is appropriate
- A remote terminal unit (RTU), for use to transmit substation information to Loveland
- The DC power supply system and associated equipment or ½ the cost of a DC system shared with Platte River.
- Substation site electric service (equipment, power and energy)
- Substation yard lighting
- Substation yard below grade grounding system

Platte River will furnish, own, and maintain at its expense the following items in each substation owned by Loveland:

- All transmission equipment required at the appropriate voltage class to deliver electric capacity and energy to Loveland’s facilities including the transmission line transition structures, breakers, switches, bus system, relays, meters and associated controls
- All foundations required for the Platte River equipment listed above
- The Platte River control room in a combined Loveland/Platte River switchgear/control building, or the cost of a separate control building, whichever is appropriate
- Communication connections for Power System Operations use by both Loveland and Platte River
- A remote terminal unit (RTU), for use to transmit substation information to Platte River
- Weed control

Loveland and Platte River will share equally the cost of any substation security deemed by both parties to be appropriate for the location of the substation.

Lease of 115kV Facilities:

Background: In the Transmission Facilities Agreement dated March 11, 1980, Loveland leased multiple transmission and substation facilities to Platte River. With that lease Platte River assumed responsibility for 115kV transmission and substation facilities that served the Boyd, East, West, Horseshoe and Valley Substations. Platte River owns 115kV facilities at Airport, Crossroads, and Foothills Substations and all 230 facilities at Boyd and Horseshoe Substations as these substations were constructed after 1980.

Continuation of Lease: Loveland agrees to continue the lease of the facilities on the following list ("Leased Facilities") to Platte River through the term of this Agreement or until such facility is permanently removed from service or replaced. Platte River shall continue to have the right to use the Leased Facility in whatever manner it shall determine to be the most effective to meet its obligations under this Agreement and the local needs of Loveland and to make whatever modifications, improvements, repairs and replacements it shall determine to be necessary to provide reliable service. Platte River shall not permit any lien or encumbrance to attach to the Leased Facility and shall deliver them up to Loveland at the termination of this Agreement.

The following items comprise the Leased Facilities:

Land and Land Rights

All land, land rights and easements on which the following facilities are located:

- The portion of the Boyd Substation purchased by Loveland
- The West Tap (on the WAPA 115kV Valley-Flatiron line) to West Substation 115kV transmission line
- The 115kV transmission line from Horseshoe Substation east to 57th Street
- The 115kV transmission line from Horseshoe Substation west to West Substation

Substation Equipment

115kV breakers, busses, switches, insulators, meters, relays, control panels, structural steel, foundations, and miscellaneous 115kV support equipment at the following substations:

- Boyd
- East
- West
- Horseshoe
- Valley

Transmission Lines

All poles and conductors and all support equipment required for operation of the following 115kV transmission lines:

- West Tap to West Substation
- Double circuit line north from Boyd Substation to 57th Street
- Horseshoe Substation to West Substation
- Horseshoe Substation to 115kV line at 57th Street

Platte River Power Authority

Estes Park • Fort Collins • Longmont • Loveland

Memorandum

Date: 9/17/2025

To: Board of directors

From: Jason Frisbie, general manager and chief executive officer
Dave Smalley, chief financial officer and deputy general manager
Shelley Nywall, director of finance
Wade Hancock, senior manager, financial planning and rates

Subject: **Cost increases and long-term rate projections**

Platte River staff did not provide the average wholesale rate projections at the May board meeting because of significant cost uncertainty and additional information needed to refine revenue and expense projections. At the September board meeting, staff will provide an update on the recent cost increases, steps to mitigate a portion of those increases and the significant uncertainties that remain.

Staff will also update average wholesale rate projections and offer options for rate smoothing. However, to account for increased costs and to provide more certainty during this essential phase of Platte River's resource transition, staff recommends 7.5% average wholesale rate increases for 2027 and 2028. Staff will provide the firm power service tariff charges at the May board meetings before each effective date. Increases to each owner community will vary based on the charges, energy usage and load profiles. Staff will continue to update the board at least annually on future cost and rate projections.

At the October board meeting, staff will ask the board to adopt a resolution supporting the recommended 7.5% average wholesale rate increases for 2027 and 2028 to support financial sustainability and the Resource Diversification Policy.

Platte River Power Authority

Estes Park • Fort Collins • Longmont • Loveland

Memorandum

Date: 9/17/2025

To: Board of directors

From: Jason Frisbie, general manager and chief executive officer
Dave Smalley, chief financial officer and deputy general manager
Shelley Nywall, director of finance
Jason Harris, senior manager, financial reporting and budget

Subject: **Proposed 2026 Strategic Budget work session**

We are pleased to present the proposed 2026 Strategic Budget document, which demonstrates how planned expenses for the upcoming year are aligned with our three foundational pillars, strategic initiatives and core operations. A copy is attached for your review. The budget document has four main areas of focus:

- Overview – This section introduces the budget document and provides background information about the organization, the owner communities, a performance dashboard and departmental objectives.
- Summary – This section describes how the budget supports our three foundational pillars, strategic initiatives and core operations. This section also describes the specific work planned in each area and outlines related expenses.
- Budget – This area consists of several sections, including a summary of financial results, comparisons to the Strategic Financial Plan and consolidated budget schedules. These sections also include brief descriptions of the revenues, operating expenses, capital additions and debt service expenditures, as well as detailed comparison schedules. The capital additions section also describes capital projects and project cost estimates.
- Additional information – The budget process section details the budget development process and includes the overall schedule. The financial governance section refers to the financial policies that provide the framework for our financial activities and budget development.

Staff will present the proposed budget at the September board meeting, reviewing the revenues and expenses related to the key activities planned for 2026. To provide a comprehensive view of the

budget, there will also be detailed slides and related trend information at the end of the slide deck for your reference. Staff will not present this detailed information at the meeting.

We are continually refining the budget as the production cost model is updated three times per year and new information becomes available about other expenditures. We anticipate changes that are not yet quantified. The net change will not impact the proposed 2026 Firm Power Service Tariff charges included in the 2026 Rate Tariff Schedules. Any changes to the budget will be presented at the October board meeting.

A second review session and the required public hearing are scheduled for October. Board adoption is scheduled for December. This presentation is for informational purposes only and does not require board action at the September meeting.

Attachment

- Proposed 2026 Strategic Budget - draft

Proposed 2026 Strategic Budget

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Letter from the board chair and general manager/CEO

Platte River Power Authority and our owner communities of Estes Park, Fort Collins, Longmont and Loveland are committed to transitioning to a noncarbon energy portfolio as sustainably and as financially responsibly as possible. The Resource Diversification Policy, passed in 2018, calls for leadership to work toward a 100% noncarbon energy future while maintaining our foundational pillars to provide reliable, environmentally responsible and financially sustainable energy and services. Platte River has invested time and resources to advance this goal and plans to meet additional significant milestones in 2026.

The proposed 2026 Strategic Budget reflects current investments to continue decarbonizing our portfolio while maintaining our foundational pillars. It aligns with the strategic initiatives outlined by Platte River's Board of Directors and senior leadership team in 2023 that center on resource diversification planning and integration, community partnership and engagement, workforce culture and process management and coordination.

We plan more than $534.1 million in expenditures, with approximately 53% of operating and capital budgets contributing to strategic initiatives and 47% allocated to core operations in 2026. These significant investments reflect the strategic integration of noncarbon resources, projects for dispatchable capacity solutions and efficiency upgrades to existing infrastructure supporting the energy transition while maintaining system reliability.

The proposed 2026 Strategic Budget includes tariff charges reflecting a 6.3% average wholesale rate increase. The rate supports Platte River's Resource Diversification Policy. As we move forward, we will continue to evaluate our rate strategy to maintain financial sustainability and work with Platte River's Board of Directors to adjust if needed to fulfill our goals and initiatives.

We are pleased to have 150 megawatts (MW) of new solar on the Platte River system with phase 1 of the Black Hollow Sun project (commercially operational in 2025). Phase 2 (107 MW) is expected to reach commercial operation fall 2026. Combined, this is the largest solar project to date in northern Colorado. In addition to new solar, staff is working diligently to secure additional renewable energy to add to Platte River's system.

As we continue to replace our coal-fired generation resources with renewable energy, we are simultaneously progressing on our three-pronged approach of dispatchable capacity comprised of energy storage, a virtual power plant (VPP) and aeroderivative combustion turbine units (aeroderivative units). We continue to explore long-duration energy storage technology; we will manage the next steps toward developing a VPP, including four-hour storage in our owner communities and coordinating with the selected vendors for the distributed energy resources management system (DERMS); and we plan to start construction of the aeroderivative units at the Rawhide Energy Station in 2026. All of these projects help maintain system reliability as we decarbonize our portfolio.

Developing and integrating distributed energy resources (DER) in our owner communities as part of the VPP remains a continued priority in 2026. This technology will improve our ability to provide energy and reliability services to the market and support the owner communities' energy needs. Our Efficiency Works™ team will build on the relationships they created with over two decades of energy efficiency



successes in our owner communities and will continue to help customers take a more active role in our shared energy transition by providing education and services for building electrification, electric vehicle (EV) adoption and demand response participation.

Platte River will transition from the Southwest Power Pool (SPP) Western Energy Imbalance Service (WEIS) to the SPP Regional Transmission Organization (SPP RTO) Integrated Marketplace in April 2026. This budget includes ongoing expenses related to market entry. Entering the SPP integrated marketplace will achieve a key milestone outlined in the Resource Diversification Policy. Joining a power market facilitates strong regional collaboration by enabling utilities across different areas to share resources, balance supply and demand, and support one another during times of high demand or even emergencies. This not only enhances grid reliability but also benefits our communities with a more resilient and interconnected energy system.

Staff continues to seek out ways to reduce emissions and increase operational efficiency for existing generation assets as performance needs change based on SPP RTO market characteristics and energy goals. We will maintain all Platte River assets, including those scheduled to retire before 2030, to support continual reliable service for our owner communities. We will maintain and further upgrade our existing frame combustion turbine units (frame units) to increase operational flexibility and reduce emissions. These assets will continue to be an important asset in Platte River's energy portfolio moving forward.

With seven years of progress behind us, Platte River and our owner communities remain committed to advancing the Resource Diversification Policy. While the journey has had many challenges—from a global pandemic to supply chain disruptions and rising costs—the shared vision remains clear, transitioning to a noncarbon energy future while upholding reliability and financial sustainability. Together, we continue moving forward with purpose and resilience. Public power is a vital public health and safety service and we are committed to reliably serving the people of our communities for years to come.

Jeni Arndt
Board chair

Jason Frisbie
General manager/CEO

Platte River at a glance

Platte River Power Authority is a not-for-profit, community-owned public power generation and transmission utility that provides safe, reliable, environmentally responsible and financially sustainable energy and services to Estes Park, Fort Collins, Longmont and Loveland, Colorado, for delivery to their distribution utility customers.

Headquarters
Fort Collins, Colorado

General manager/CEO
Jason Frisbie

Began operations
1973

2026 budget positions
319

2026 peak demand of owner communities
673 MW

2026 deliveries of energy
4,568,226 MWh

2026 deliveries of energy to owner communities
3,247,675 MWh

Transmission system
Platte River has equipment in 28 substations and owns 806 miles of transmission lines.

2026 revenues
$346.2 million

2026 operating expenses
$264.1 million

2026 capital additions
$245.5 million

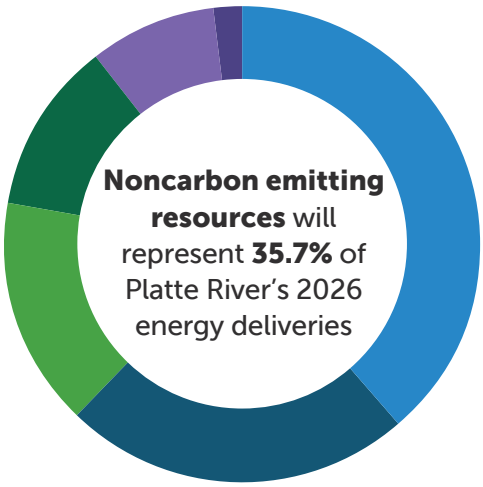
2026 debt service expenditures
$24.5 million



2026 budget capacity and energy

	Nameplate (MW) [1]	Energy deliveries (MWh)
Coal	354	1,769,633
Natural gas	425	88,127
Hydropower [2]	75	389,481
Wind power [3]	297	1,106,502
Solar	309	535,917
Storage	101	Not applicable
Other purchases	Not applicable	678,566
Total	**1,561**	**4,568,226**

(1) Represents summer season capacity available at the end of the year. Additional information is available in the nameplate table of the budget section.
(2) Hydropower capacity varies monthly and with drought conditions.
(3) Includes 72 MW of wind currently sold to other entities, 60 MW of which will return to Platte River in 2030.



2026 system energy (percent)

- Coal **38.8%**
- Other purchases **23.6%**
- Wind **15.5%**
- Solar **11.7%**
- Hydropower **8.5%**
- Natural gas **1.9%**

Adjusted other purchases and wind for renewable energy certificate (REC) sales.

Due to drought conditions, not all hydropower may be considered noncarbon.

Our philosophy

Platte River has long been guided by three foundational pillars that drive our mission and are among the requirements for achieving the Resource Diversification Policy. Together with our vision and values, these pillars inform all Platte River activities and serve as the foundation for our decarbonization efforts.



Reliability

Environmental responsibility

Financial sustainability

Vision

To be a respected leader and responsible power provider improving the region's quality of life through a more efficient and sustainable energy future.

Mission

While driving utility innovation, Platte River will safely provide reliable, environmentally responsible and financially sustainable energy and services to the owner communities of Estes Park, Fort Collins, Longmont and Loveland.





Values

Safety

Without compromise, we will safeguard the public, our employees, contractors and assets we manage while fulfilling our mission.

Innovation

We will proactively deliver creative solutions to generate best-in-class products, services and practices.

Integrity

We will conduct business equitably, transparently and ethically while complying fully with all regulatory requirements.

Operational excellence

We will strive for continuous improvement and superior performance in all we do.

Respect

We will embrace diversity and a culture of inclusion among employees, stakeholders and the public.

Sustainability

We will help our owner communities thrive while working to protect the environment we all share.

Service

As a respected leader and responsible energy partner, we will empower our employees to provide energy and superior services to our owner communities.

Our communities

Platte River Power Authority is a Colorado political subdivision established to provide wholesale electric generation and transmission to the communities of Estes Park, Fort Collins, Longmont and Loveland.



ESTES PARK COLORADO

Town of Estes Park

Estimated population*: 5,904

Utility: Estes Park Power and Communications, established in 1945

Number of customers: 11,158

2024 retail energy sales: 131,505 MWh



City of Fort Collins

City of Fort Collins

Estimated population*: 169,810

Utility: Fort Collins Utilities, established in 1938

Number of customers: 79,990

2024 retail energy sales: 1,459,862 MWh

*Based on data from the U.S. Census Bureau





City of Longmont

Estimated population*: 98,885

Utility: Longmont Power & Communications, established in 1912

Number of customers: 43,741

2024 retail energy sales: 817,331 MWh

City of Loveland

Estimated population*: 76,378

Utility: City of Loveland Utilities, established in 1925

Number of customers: 42,097

2024 retail energy sales: 708,378 MWh

Board of directors

Platte River is governed by an eight-person board of directors designed to bring relevant expertise to the decision making process. The board includes two members from each owner community.

The mayor may serve or designate some other member of the governing board of their owner community to serve in their place on Platte River's Board of Directors. Each of the other four directors is appointed to a four-year staggered term by the governing body of the owner community represented by that director.



Gary Hall
Vice chair
Mayor
Town of Estes Park



Reuben Bergsten
Director of utilities
Town of Estes Park



Jeni Arndt
Board chair
Mayor
City of Fort Collins



Tyler Marr
Deputy city manager
City of Fort Collins



Joan Peck
Mayor
City of Longmont



Darrell Hahn
Electric utility director
City of Longmont



Jacki Marsh
Mayor
City of Loveland



Sharon Israel
Director of City of Loveland Utilities
City of Loveland

Senior leadership team

Platte River operates under the direction of a general manager who serves at the pleasure of the board of directors. The general manager is the chief executive officer with full responsibility for planning, operations and the administrative affairs of Platte River. Platte River's senior leadership team has substantial experience in the utility industry.



Jason Frisbie
General manager/ CEO



Tim Blodgett
Chief strategy officer



Travis Hunter
Chief generation and transmission officer



Sarah Leonard
General counsel



Dave Smalley
Chief financial officer and deputy general manager



Melie Vincent
Chief power supply officer



Mark Weiss
Chief technology officer



Angela Walsh
Executive director of board and administration, board secretary

2026 performance dashboard

The proposed 2026 Strategic Budget supports Platte River's ongoing efforts to carry out the Resource Diversification Policy while maintaining our foundational pillars to safely provide reliable, environmentally responsible and financially sustainable energy and services to the owner communities.

Reliability

100%

No loss of load to Platte River's owner communities

Transmission

≥ 97%

Adjusted equivalent availability factor

Rawhide Unit 1

0

No controllable outages

Rawhide Unit 1

≥ 97%

Adjusted equivalent availability factor

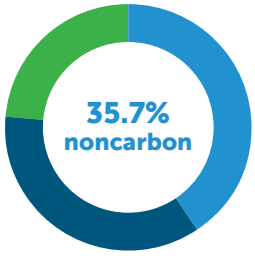
Rawhide frame combustion turbines

0

No unplanned communication outages to Platte River's owner communities

Fiber communications

Environmental responsibility



- Carbon **40.7%**
- Noncarbon **35.7%**
- Other purchases **23.6%**

Adjusted for REC sales.

Due to drought conditions, not all hydropower may be considered noncarbon.

System total

7,900 $MTCO_2e$

Metric tons of CO2 equivalent saved based on State Clean Energy Plan emission rates

17,270 MWh	**2,860 MWh**	**268,000 therms**
energy savings to reduce Platte River's load	electrification load to support customer carbon reduction	natural gas savings to reduce regional emissions

$MTCO_2e$ is a unit of measure to report the impact of different greenhouse gases in terms of the amount of carbon dioxide that would have the same global warming potential.

Customer energy program impacts

Financial sustainability

Credit rating

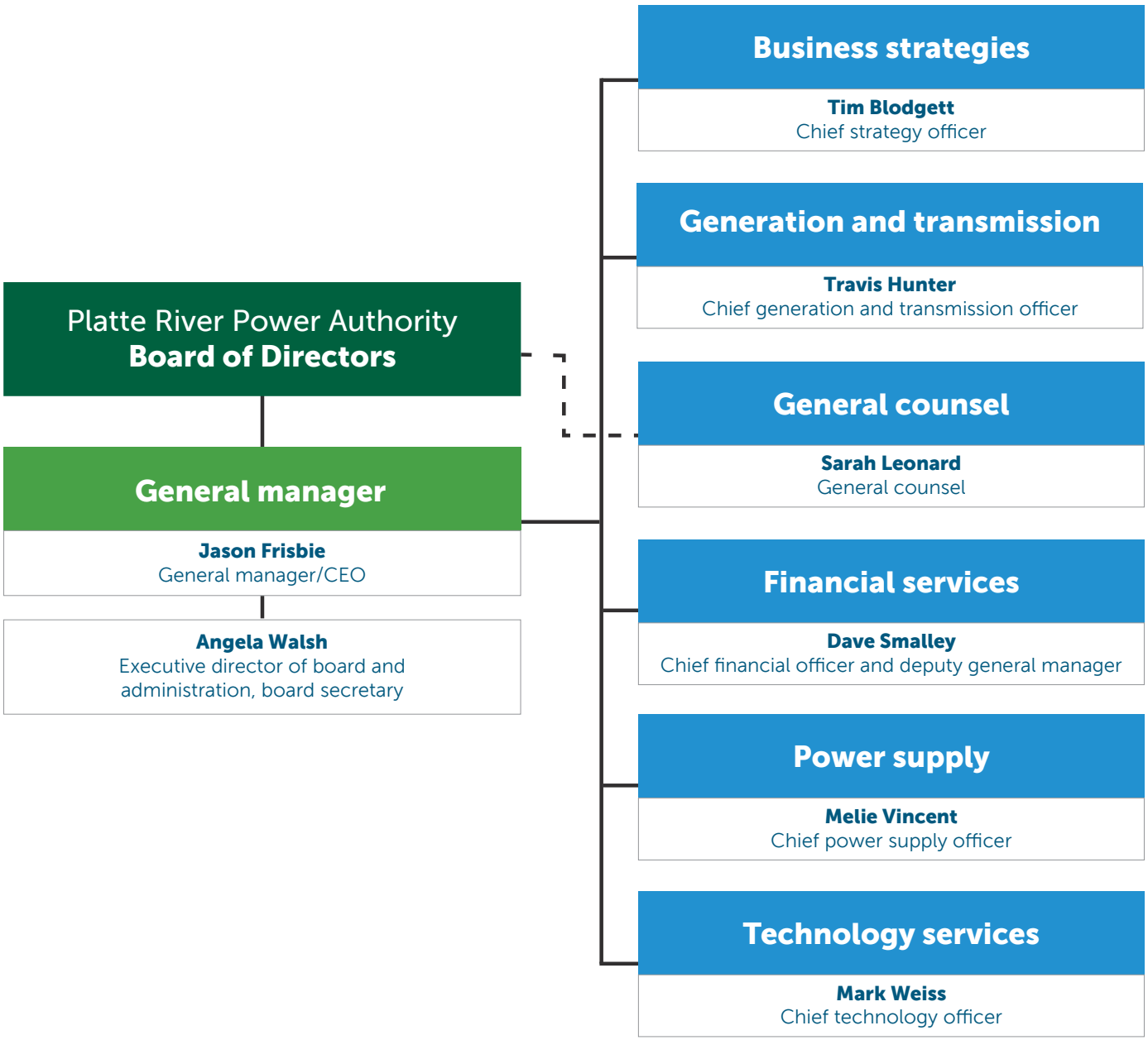
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1.55x	**3%**	**38%**	**205**
Fixed obligation charge coverage ratio	**Change in net position as a percentage of annual operating expenses**	**Adjusted debt ratio**	**Days adjusted liquidity on hand**
Target minimum 1.50x	**Target minimum** 3%	**Target minimum** Less than 50%	**Target minimum** 200

Strategic Financial Plan metrics

Organizational structure

Platte River's organizational structure consists of seven divisions, each containing the departments needed to safely deliver reliable, environmentally responsible and financially sustainable energy and services to the owner communities. A brief description follows of each division and its departments, including 2026 objectives.



General manager

The general manager provides strategic leadership and direction for the safe, ethical and effective operation of Platte River. The general manager consults with, advises and makes recommendations to the board of directors about Platte River's strategic direction and operations, based on Platte River's foundational pillars of system reliability, environmental responsibility and financial sustainability. The general manager also provides oversight and direction for the board secretary and all centralized business and office management functions.

In addition to ongoing operational oversight in 2026, the general manager will continue leading efforts to diversify Platte River's energy mix and achieve the board's and owner communities' carbon reduction goals. Platte River will work with utility leaders from the owner communities to integrate community energy storage projects, enable customer distributed energy resources and facilitate development of the VPP. The general manager will lead these and other essential collaborative efforts between Platte River, the owner communities and regional utilities.

Business strategies

In collaboration with the owner communities, the business strategies division manages relationships critical to Platte River's success, including those with staff, elected officials, owner communities, stakeholders and the public.

Communications, marketing and external affairs develops and executes tactical and strategic plans to support Platte River's mission and provides information about the utility to staff, board members, stakeholders and the public. The department specifically manages internal and external communications, public relations, public education and outreach, community engagement and support, state and federal legislation, and government affairs. These functions support Platte River, Efficiency Works, and other specialized programs like DER. During 2026, the department will deploy significant communications and outreach programs to support Platte River's strategic initiatives. These will build on engagement and collaboration with the owner communities to pursue a noncarbon energy future. Other focus areas include targeted public education efforts about the Resource Diversification Policy, continuing growth in community engagement, including community-wide surveys, navigating public policy proposals at the local, state and federal levels, and supporting regulatory processes for key projects.

Human resources serves as a strategic partner to internal departments, supporting Platte River's organizational goals through effective workforce planning and development. The department remains focused on attracting, developing and retaining top talent, while managing healthcare costs and maintaining competitive employee benefits. In 2026, human resources will prioritize ongoing process improvements, particularly in support of the Rawhide Energy Station transition plan. Efforts also include ongoing refinements to the human resources information system, formally documenting processes and enhancing operational efficiency to support the organization's transition to a noncarbon future.

Safety supports Platte River's core value of workforce, public and asset safety by administering and managing policies that leverage workforce training and education while sustaining and enhancing a safety culture. During 2026, the department will facilitate planned training for all employees and specialized groups while tracking safety certifications required for designated roles. The department will also conduct annual occupational health testing, evaluate and acquire personal protective equipment and systems, provide issue-specific safety training through traditional training methods, improve ongoing video training and engage with third-party subject-matter experts to further enhance and foster a healthy and strong culture of safety throughout the organization.

The **emergency response team** protects staff and infrastructure at the Rawhide Energy Station and provides mutual aid assistance to the owner communities, the Nunn Fire Protection District and the Wellington Fire Protection District. The team of firefighters is certified by the state of Colorado in structural firefighting, hazardous material operations and medical response. The team includes several licensed and certified emergency medical technicians. In 2026, they are scheduled to conduct 10 training events and perform the required annual system testing and inspection following National Fire Protection Association standards.

Generation and transmission

The generation and transmission division manages several of Platte River's core functions – power generation and delivering high-voltage electricity to substations in the owner communities. This division comprises several departments and teams collaborating to fulfill Platte River's core operations and strategic direction.

Power generation

The power generation departments perform every job associated with the generation of electricity at the Rawhide Energy Station. These departments manage plant operation and maintenance, fuel handling, control systems, design and engineering, and building and property maintenance.

Power generation administration oversees power generation, plant operations, maintenance, engineering, fuel handling and facilities maintenance at the Rawhide Energy Station. Continued efforts in 2026 will include further adapting the Rawhide Energy Station to changing market conditions driven primarily by increased use of intermittent renewable resources and participation in the SPP WEIS market while transitioning to the SPP RTO. The team will continue to work on the Rawhide Energy Station transition plan and decommissioning plan for Rawhide Unit 1.

Plant engineering services supports operations and maintenance activities for all Rawhide Energy Station infrastructure related to power generation. Primary functions include troubleshooting process issues, inspecting and assessing major plant equipment during outages, providing maintenance assistance, and identifying and implementing capital projects. During 2026, the department will continue to make reliability and availability improvements to the frame units and enhance the flexibility of Rawhide Unit 1 to meet evolving market demands and accommodate increased noncarbon resources more

effectively. The team will also help prepare Platte River enter the SPP RTO and manage the aeroderivative combustion turbine project.

Plant mechanical maintenance conducts safe and effective maintenance of all mechanical equipment and systems at the Rawhide Energy Station. The team plans to execute all projects with the highest regard to safety for personnel and the equipment. The team will also conduct ongoing mechanical maintenance on all generating assets at the Rawhide Energy Station.

Plant instrumentation and electrical conducts safe and effective maintenance of all low- and medium-voltage electrical equipment, instrumentation and control systems at the Rawhide Energy Station. The team performs troubleshooting and repair services for Rawhide Unit 1 and the frame units. It is also responsible for North American Electric Reliability Corporation (NERC) compliance activities for several reliability and critical infrastructure protection standards, state-required maintenance of the boiler instrumentation and controls and performing covered tasks supporting the Colorado Department of Transportation (CDOT) regulation of the natural gas pipeline. During 2026, the team will perform preventive maintenance and prioritize corrective action to maintain generation reliability. The team will also support various capital improvement projects and preparation for the new aeroderivative units at the Rawhide Energy Station.

Plant fuel handling manages the coal supply to Rawhide Unit 1 and maintains all buildings and structures, roofing, roads, heating, ventilation and air conditioning (HVAC) systems, lighting, plumbing, elevators, doors, windows and floors for all 48 buildings at the Rawhide Energy Station. The department is responsible for operating the rotary car dumping system, suppressing dust in all plant areas, maintaining the Rawhide short-line railroad system and managing fly and bottom ash from Rawhide Unit 1. The team also manages the bison herd and maintains the grounds including landscaping, rangeland management, weed and pest control and fencing. Objectives for 2026 include maintaining an adequate coal supply, efficiently transferring ash from the plant to the monofill in compliance with regulatory requirements and sustaining effective dust suppression throughout the facility.

Plant operations manages and maintains all systems and components of Rawhide Unit 1 and the frame units to maintain reliable generation that meets load demand and other obligations. In addition, the department supports operations of the water pump stations that serve the Rawhide Energy Station. The group will work in 2026 to support the reliability of Rawhide Unit 1 with greater operational flexibility, allowing quicker adjustments to power output and improved efficiency at lower levels when needed.

Power delivery

Power delivery manages the complex, long-term planning and real-time demands of Platte River's high-voltage transmission and fiber optic systems to deliver energy and services to the owner communities. Power delivery also oversees facilities, physical security and fleet. Staff leverages various tools to continually monitor thousands of system components to enhance performance and maintain system reliability. This requires developing plans to upgrade existing transmission facilities and building new transmission facilities to meet future customer reliability requirements and optimize participation in the SPP WEIS market and SPP

RTO. Power delivery is critical to the continued resilient operation of Platte River's transmission system that supports the distribution systems of the owner communities.

System engineering is responsible for transmission planning, transmission line design, substation design, substation relaying, and many compliance-related activities. The department also provides engineering services under intergovernmental agreements with the owner communities when requested. In 2026, the team will provide engineering support and project management for the Rawhide Substation expansion to accommodate interconnecting new generation resources to the transmission network, as well as increase the reliability and operation of the existing generation interconnection. Engineering will also support interconnection of the utility-scale energy storage project to the Severance Substation.

System maintenance is responsible for maintaining and supporting the building of electrical substation assets, including those wholly owned by Platte River and assets owned by the distribution utilities of the owner communities. The department also inspects and maintains Platte River's 230 kV and 115 kV transmission lines. Collaborating with internal and external groups, the department manages equipment installations and inspections for capital projects, provides ongoing maintenance and conducts testing of substation equipment. During 2026, the team will perform relay and meter testing, transformer maintenance, battery maintenance and breaker maintenance at Platte River substations. The team will perform ongoing systemwide vegetation management and oversee contracted maintenance on the transmission system. The department will also work with system engineering to complete upgrades and improvements to substations and transmission line configuration changes for highway construction.

System operations safely and reliably operates Platte River's transmission system, delivers power to the owner communities, administers the transmission tariff and provides training to applicable Platte River personnel and selected employees of the owner communities. The department also conducts coordinated transmission operations with neighboring reliability operators while complying with all required NERC and Western Electric Coordinating Council (WECC) reliability standards and in accordance with Platte River's processes and procedures.

Fiber optics manages and maintains the fiber optic network, which provides high-speed, digital connectivity between Platte River's generating assets, transmission system and community distribution systems. Fiber optic cables ring each of the owner communities, enabling more fully integrated systems and are interconnected by long-haul cables. Core activities include maintenance, management and documentation of the physical fiber optic infrastructure, new installation and relocation of existing fiber optic cable.

Telecommunications maintains the safe operations, reliability and security of Platte River's wide-area communication network that drives and protects the transmission system's operation. Telecommunication infrastructure supports supervisory control and data acquisition (SCADA) and other transmission system functions including real-time operations communication with interconnected utilities. Support for the Open Systems Interconnection model deployment will continue into 2026. The department will shift focus to expanding this network and new connection needs as they arise from internal and external customers.

Headquarters facilities is responsible for all building and grounds maintenance and repairs at the headquarters campus and substations. The team oversees maintenance activities so that spaces, structures, and infrastructure are in optimal operating condition. They manage and perform routine, scheduled and anticipated maintenance on building equipment and systems that support the bulk electric system. Facilities also oversees maintenance at 27 sites around the owner communities. During 2026, the team will focus on completing facilities condition assessments as a part of the facilities master plan, design for a new outbuilding, a small construction project at the Boyd Substation and a storage addition for the Energy Engagement Center.

Physical security designs, implements and supports access control systems, administers intrusion detection systems at substations, manages video surveillance systems, oversees security guard services, reviews security policies and procedures for all Platte River locations, and oversees multiple critical infrastructure protection standards to support compliance. In addition to ongoing operations in 2026, the team will replace security components at all Platte River-maintained sites that have reached the end of their lives.

Fleet is responsible for purchasing, licensing and maintaining all Platte River vehicles. The group also maintains records and performs inspections required by CDOT. In 2026, the department will continue developing the CDOT compliance program for all Platte River commercial motor vehicle operators.

General counsel

The general counsel division oversees Platte River's legal, environmental compliance and reliability compliance functions.

Legal provides a broad range of services to support Platte River's operations and strategic initiatives. Services include managing complex transactions, legal and regulatory compliance, support and advice to senior leadership and the board of directors, risk management and dispute resolution, contract management and review, and support for human resources and real estate matters. The legal department also supervises relationships with retained counsel who assist in specialized areas such as water law, public finance, pension and Federal Energy Regulatory Commission (FERC) regulations. The legal department works with outside counsel in legal proceedings to protect Platte River's interests, as appropriate. In 2026, the legal department will support Platte River to develop further renewable energy and storage projects and the VPP. This includes requests for proposals (RFP) through term sheet development and final contract negotiations, advising on the legal implications of legislative and regulatory changes, continuing to support modernizing contracting processes and documents, improving information governance and privacy practices and helping train staff on legal and compliance obligations. Legal will support Platte River as it enters the SPP RTO.

Environmental compliance oversees Platte River's adherence to federal, state and local environmental regulatory requirements governing Platte River's operations. The department's primary activities include obtaining and managing compliance with various permits, reporting key operational data to local, federal and state regulatory agencies, monitoring emissions, managing environmental projects, assessing emerging regulatory changes, and collaborating with trade groups and other utilities on environmental topics. The department will continue

supporting activities in 2026 that advance the Resource Diversification Policy, including environmental support for permitting and constructing the new aeroderivative units.

Reliability compliance provides oversight and guidance on all NERC and WECC reliability obligations enforceable under the Energy Policy Act of 2005. Activities include compliance risk analysis and monitoring as well as compliance implementation guidance and support. In addition to providing reasonable assurance to senior leadership that Platte River meets all NERC and WECC regulatory compliance obligations, the department will continue to develop and implement a risk assessment and internal controls framework in 2026. This framework enables Platte River to demonstrate effective risk mitigation practices to WECC staff ahead of Platte River's next formal audit.

Financial services

The financial services division protects the short- and long-term financial sustainability of Platte River, manages the organization's financial risk and supports organizational leadership through the following functions.

Accounting manages the transactional side of accounting, including capital, fuel and invoicing for the organization. This team also provides reporting to managers, directors and senior leaders to make informed decisions in these areas. Accounting also assists with coordinating the annual financial audit and budget preparation.

Treasury manages Platte River's cash, investments and debt to verify that the organization has sufficient financial resources to fund projects and initiatives while meeting the organization's financial targets. Treasury includes Platte River's accounts payable, purchasing, warehousing, inventory control and contract administration functions.

Financial reporting and budgeting monitors and reports on Platte River's financial status. Focuses include budget development and monthly and annual financial reporting, which provide managers, directors, senior leaders and the board of directors with the tools and information they need to make informed decisions. This team manages the financial system, including evaluating opportunities to leverage best practice and take advantage of additional functionality and updates to the system in close collaboration with other stakeholders. This team also coordinates Platte River's annual financial audit and leads the budget process in compliance with Colorado local government budget law.

Financial planning and rates is responsible for long-term financial planning using established models and works closely with the resource planning department. In collaboration with senior leadership and the board of directors, this team establishes rate strategy and design, maintains the rate-setting policy and establishes rate tariffs. This team is also responsible for counterparty credit management within the energy trading and risk management system and maintaining the energy risk management policy and guidelines.

Enterprise risk management drives the coordination of risk management activities across Platte River. This includes facilitating risk assessments, supporting mitigation efforts in collaboration with risk owners and reporting to the risk oversight committee. The enterprise risk management team partners with internal audit and the risk oversight committee to

proactively enhance, sustain and evolve the enterprise risk management program to meet emerging challenges.

Internal audit provides independent, objective assurance and advisory services. These include evaluating the effectiveness of governance, risk management and control processes, identifying risks to organizational objectives, and evaluating processes for compliance with regulations, policies and procedures. Internal audit helps Platte River leadership understand risks and provides recommendations to improve the effectiveness of governance, risk management and internal control processes.

During 2026, the financial services departments will continue to support best practice, training and functionality expansion and enhancements within financial information systems; continue supporting SPP RTO entry; and analyze cost allocations, rate designs and financial modeling improvements. The risk team will continue to expand the enterprise risk management program.

Power supply

The power supply division oversees ongoing participation in power markets and generation dispatch to minimize the net variable cost to serve owner community load, while driving Platte River's evolution toward a noncarbon energy future.

Power markets and generation dispatch plans and schedules generating resources to reliably and economically meet energy requirements of the owner communities. The department optimizes available resources using bilateral transactions and organized energy markets. In 2026, Platte River will transition from the SPP WEIS market to the SPP RTO on April 1. This move supports Platte River's strategic initiatives and the Resource Diversification Policy. The change requires new market software, new market products and completion of all data submissions and training requirements.

Portfolio strategy and integration advances the Resource Diversification Policy through resource planning and procurement of renewable energy and storage resources. Staff utilizes industry-standard modeling software and extensive analysis to develop long-term integrated resource plans and quarterly power supply plans for budgeting, financial modeling and wholesale rate projections. The department also provides analytical support for power transactions and portfolio optimization. During 2026, the department will continue to focus on planning and portfolio optimization by marketing excess capacity and procuring resources, as needed. Additionally, the department will support Platte River's portfolio integration into the SPP RTO and begin working on the 2028 Integrated Resource Plan (IRP).

The **DER** team leads the coordinated and collaborative effort between Platte River and the owner communities to integrate DER, making them part of a reliable, financially sustainable and increasingly noncarbon electric system. DER are technologies deployed on the electric distribution system or on customer premises that can provide benefits to all customers through electric system optimization. DER technologies include efficiency, electrification, demand response, storage and distributed generation.

The department helps plan, develop and operate technologies that support DER management through increased visibility, predictability and, where possible, dispatchability. This includes working with the owner communities and Platte River's distributed energy solutions department to support deployment and registration of customer DERs and working with the owner communities to develop and deploy utility-procured DERs, like battery storage, on the distribution system. In 2026, the department will focus on several projects including grid DERMS and the VPP as well as support for planning, permitting and construction of four-hour energy storage in the owner communities.

Distributed energy solutions leads the development and implementation of customer energy programs, providing technical and financial support to help customers use energy more effectively. The department works with staffs from the owner communities to provide distributed energy solutions under the Efficiency Works brand. They also track and report on customer energy program effectiveness. In 2026, the department will continue to expand program offerings to include DER technologies that advance the Resource Diversification Policy. The department will continue to evolve customer energy programs, focusing on energy efficiency, building electrification and non-controlled EV services. The existing distributed energy solutions offerings will provide the foundation for future customer programming by including EV charge management, demand flexibility and battery storage initiatives.

Fuels and water manages the procurement and delivery of critical resources necessary to operate generation facilities reliably and efficiently. Primary activities include contract management, optimization of coal and rail agreements, water supply management and planning for future fuel and water needs. In 2026, staff will continue to provide key leadership for the Chimney Hollow Reservoir project during the fill phase, the Northern Water regional water organization, and the Trapper Mine board as that facility approaches retirement and requires reclamation. In addition, staff will explore future water projects and partnerships to optimize Platte River's water resources portfolio, including marketing two Windy Gap units for sale in 2026. Coal delivery management for Rawhide Unit 1 will remain a priority while staff also advances natural gas firming strategies to support current and future dispatchable generation.

Technology services

The technology services division, composed of six functional teams, enables a secure and reliable technology ecosystem by leading Platte River's digital transformation with innovative strategies and solutions.

Information and cyber governance develops the cybersecurity strategy and manages the cyber risk remediation program. The department designs and implements Platte River's asset and vulnerability management programs. It also provides information governance support to the organization, making data and information more available, reliable, secure and transparent. The department researches technical security controls, manages security systems and provides cybersecurity education for the organization.

Client technology and endpoint security manages end-user computing devices and applications, as well as other departments' backend systems to deliver services to end users.

This includes managing laptops and desktops, special-purpose computers, non-enterprise software, audio and video systems, building support systems, printers, mobile devices and other technology. The team handles service desk support, client-facing system administration and mobile device management via on-premises and cloud tools. The department collaborates with others to supply project resources, provides access services for market resources (local security administration), coordinates technology services communications and remediates security vulnerabilities on client devices.

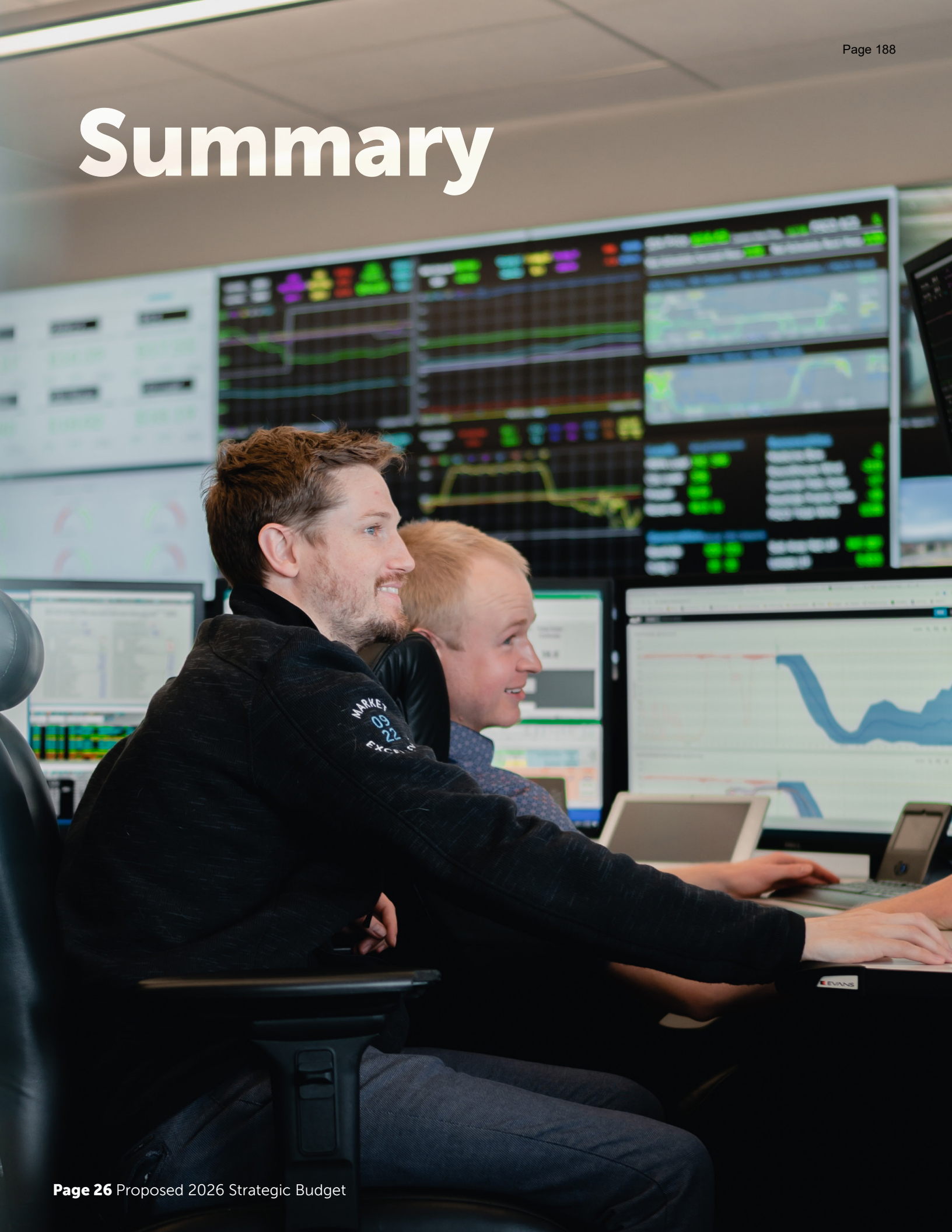
SCADA services maintains the reliability, resilience, security and compliance of the central control systems that are used to operate Platte River's high-voltage transmission lines and electrical substations and monitors the surrounding regional transmission systems that impact load. The team provides transmission system asset control, situational awareness, advanced applications and operations data exchange with critical partners while overseeing compliance with NERC regulations.

Enterprise applications manages the lifecycle of all enterprise applications, including data center and cloud-based applications used across the enterprise or by a large part of Platte River's user community. Examples include the financial, maintenance management and human resources information systems. Activities include supporting other departments with applications-related business needs analysis, requirements gathering, product research, vendor evaluations, project planning, contractor management and ongoing maintenance.

Enterprise infrastructure manages other departments' backend systems to deliver services to end users. The department maintains reliability for the information technology network and systems. The team designs, implements and manages wired and wireless enterprise networks, firewalls, servers, virtualization systems, storage systems and backup and recovery solutions.

Project office maintains the project portfolio and works with leaders, staff and other departments to perform project intake and assist in project document creation. This functional team represents continued evolution of project portfolio management at Platte River as the organization works toward best practices in project planning, prioritization and execution. During 2026, the project office will initiate and manage multiple projects central to Platte River's operations and long-term objectives.

Summary



Proposed 2026 Strategic Budget highlights

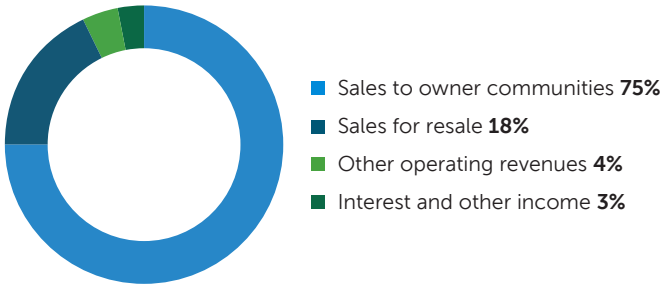
The Platte River Power Authority proposed 2026 Strategic Budget, produced under the direction of the organization's leadership, aligns with the long-range strategic plan to provide community leaders, stakeholders and the public with a transparent roadmap of Platte River's tactical, operational and capital plans for the coming year.

Platte River's 2026 budget enables ongoing investments to transform the organization based on its strategic initiatives and core operations. These reflect Platte River's foundational pillars of system reliability, environmental responsibility and financial sustainability. The pillars guide the decision making process that directs the resource allocations, revenues and expenses detailed in the budget.

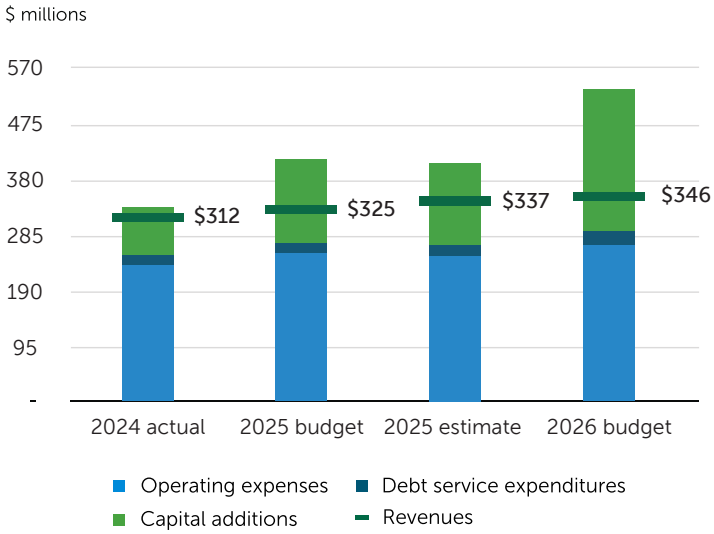
Platte River manages expenses from a broad perspective with the goal of operating the system in a safe, compliant and reliable manner while expanding environmental stewardship. Platte River communicates and collaborates with the owner communities to align processes and outcomes for the benefit of all customers.

Platte River's budget includes $346.2 million in revenues and $534.1 million in expenditures, consisting of operating, capital and debt. After a contingency appropriation of $102.0 million, $289.9 million of funding is budgeted from prior reserves and debt financing. Of the $509.6 million in operating expenses and capital additions, approximately 53% and 47% are allocated to activities supporting strategic initiatives and core operations, respectively.

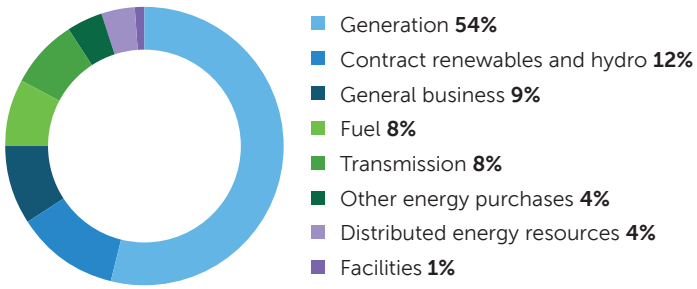
Revenues



Revenues and expenditures



Operating and capital additions



Strategic initiatives

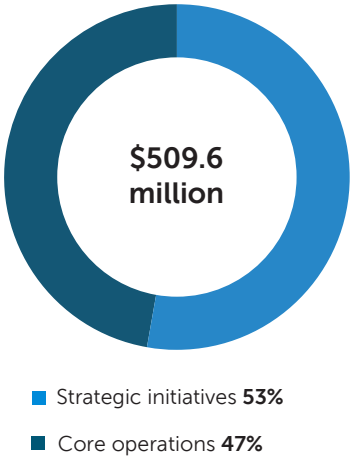
$268.5 million, 53% of operating and capital

- Resource diversification planning and integration, $261.6 million, 51%
- Community partner and engagement, $2.3 million, 1%
- Workforce culture, $2.4 million, 1%
- Process management and coordination, $2.2 million, <1%

Activities

- Noncarbon resources infrastructure and planning, including commercial operation of Black Hollow Sun (phase 2) and continued efforts on additional renewable resources
- Dispatchable capacity through energy storage including Weld Energy Storage and distribution-level batteries, VPP including DERMS and programs, and aeroderivative technology
- Operational flexibility and joining the SPP RTO
- Public engagement including new strategy and surveys
- Workforce evolution and development
- Project management and enterprise risk management

Operating expenses and capital additions



Core operations

$241.1 million, 47% of operating and capital

- Generation, including fuel, $123.0 million, 24%
- Energy purchases including wind, solar and hydropower energy in commercial operation, $62.7 million, 12%
- Transmission, $43.7 million, 9%
- Customer energy programs, $11.7 million, 2%

Activities

- Rawhide Energy Station and Craig Generating Station preventive, proactive maintenance and capital improvements for reliability, safety, efficiency and environmental compliance
- Ongoing operations and maintenance of the transmission and fiber optic systems
- Proactive capital investments including frame combustion turbine projects, start of a new substation, transmission line upgrades and modifications, transformer replacement, and fiber optic replacement and expansion
- Continued generation from wind and solar resources under power purchase agreements (PPAs)
- Customer energy programs
- Community initiatives and facilities projects
- Staffing plan to support Rawhide Energy Station transition planning, organization changes and strategic initiatives

Strategic initiatives

$268.5 million, 53% of operating and capital

Platte River is committed to pursuing the board-adopted Resource Diversification Policy that directs leadership to work toward a 100% noncarbon energy mix by 2030 while maintaining the organization's foundational pillars. According to the policy, achieving this goal requires key advancements in battery storage technology, transmission infrastructure, distributed generation resource performance and active participation in an organized energy market. Additional information about Platte River's progress toward the Resource Diversification Policy is available at prpa.org/future.

In 2026, staff will continue following the guidance of the 2023 Strategic Plan that provides high-level direction for implementing Platte River's vision and mission, anchored by the foundational pillars. The 2023 Strategic Plan is available at prpa.org/2023-strategic-plan. The current strategic initiatives are:

- Resource diversification planning and integration
- Community partner and engagement
- Workforce culture
- Process management and coordination

The following information highlights investments in 2026 that support each strategic initiative.

Resource diversification planning and integration

$261.6 million, 51%

Platte River's resource diversification planning and integration efforts focus on implementing a resource portfolio that reliably serves Platte River's owner communities ahead of the retirement of all coal-fired resources. This initiative includes implementing technology and data analytics to modernize the electric grid, optimize assets for participation in an organized market and capture opportunities as the industry continues to evolve. These efforts prioritize new noncarbon resources, dispatchable capacity, emerging technologies, strategic transmission expansion, participation in the SPP RTO, operational flexibility of existing resources and investments in critical water resources.

Noncarbon resources

Noncarbon resources are projected to supply 35.7% of Platte River's total energy portfolio in 2026, which includes the impact of REC sales. By adding solar, wind, and storage ahead of coal retirements, Platte River is spreading out necessary investments and resulting rate impacts across multiple years while building critical operational experience. This approach supports interim carbon reduction goals of the owner communities.

Black Hollow Sun (150 MW-phase 1) will enter commercial operation in 2025. In fall 2026, Black Hollow Sun (phase 2), a 107 MW expansion, will begin commercial operation. Combined, these projects are the largest solar project to date in northern Colorado and will generate over 600,000 MWh annually, equivalent to the energy needed for approximately 73,000 homes. During 2026, Platte River staff will work actively to identify additional renewable resources to advance Platte River's and the owner communities' shared decarbonization goals.

Dispatchable capacity

In accordance with the Resource Diversification Policy, Platte River is working to replace traditional coal generation with renewable energy and investing in dispatchable technologies to maintain reliability. In 2023, Platte River's Board of Directors unanimously approved a resolution of support for highly flexible, dispatchable capacity through a three-pronged approach: energy storage, a VPP and aeroderivative combustion turbine technology. This approach will help Platte River manage dark calms (extended periods of low or no renewable generation) while supporting regional markets and transmission services to maintain reliable delivery of energy to the owner communities.

Energy storage

During 2025, Platte River entered into an agreement for a utility-scale 100 MW four-hour (400 MWh) lithium-ion battery project known as Weld Energy Storage, the first large-scale energy storage project in Platte River's history. Permitting and construction will begin in 2026 in Severance, Colorado, adjacent to the Black Hollow Sun project. Utility-scale batteries are generally installed at the site of a generating resource or placed on the transmission system at substations to help balance electric supply and demand. Commercial operation is expected by December 2026. The agreement is a financing arrangement under the principles of Governmental Accounting Standards Board (GASB) Statement No. 87, Leases, requiring the recognition of a lease liability and corresponding amortizable lease asset, currently estimated to be $198.9 million, with funding appropriated as debt service of approximately $14.7 million per year beginning in 2027 through 2046. Additional information is available in the debt service expenditures and debt-like obligations section of this document.

To facilitate this project, Platte River completed an additional interconnection bay at Severance Substation to connect the utility-scale battery to the grid. The battery developer will partially reimburse these costs to complete this multiyear project total cost of approximately $1.2 million, net of reimbursement, started in 2024.

Platte River is partnering with all four owner communities to develop distribution-level battery storage. In 2021, Platte River issued an RFP for vendors to provide dispatchable capacity from battery storage systems connected to owner community distribution systems. The goal is to have at least one 5 MW, four-hour (20 MWh) battery in each owner community to enhance distribution systems' load flexibility, improve local distribution reliability and offer potential market benefits.

Owner community-specific objectives:

- Loveland, Longmont and Fort Collins: These battery storage projects may help address future renewable generation, load mismatches and manage peak distribution equipment constraints.
- Estes Park: In addition to similar services listed above, the battery may support a future microgrid. In 2024, Platte River and Estes Park received a contingent $0.4 million award from Colorado's Microgrids for Community Resilience Grant Program.

These distribution-level battery systems will be owned, installed and maintained by a third-party vendor. The battery systems will be Platte River resources operated in collaboration with the owner community distribution systems through the VPP initiative. Site assessment and design began in 2025, with project commissioning targeted for early 2027.

To prepare for these distribution-level storage projects, Platte River will oversee and construct the interconnections, investing an estimated $0.8 million in 2026 to finalize the total $3.8 million multiyear project. The interconnection facilities procured by Platte River include:

- Medium voltage cables, relaying and interrupters
- Conduit systems
- Control, metering and communication equipment

Virtual power plant

A VPP aggregates flexible DER like, batteries, EVs, and controllable devices (for example, air conditioners) to provide grid services like a traditional power plant. Customers can voluntarily enroll their DER to support grid capacity and energy needs. The VPP is expected to grow significantly, with projected capacity reaching 30 MW by 2030 and 93 MW by 2040, excluding the 20 MW of distribution-level storage discussed previously.

In 2024, Platte River issued an RFP to obtain technology and services to support the VPP's development. The RFP has two main scopes:

- Design and implement a grid DERMS: This system will support the coordinated operation of grid-scale DER by Platte River and the owner communities, enabling the VPP to support renewable energy integration and system reliability.
- Customer incentive programs and edge DERMS: Develop programs to incentivize customers to enroll their DER in the VPP as well as a system that can communicate with and control customer DER at the grid edge, behind the meter.

In 2026, Platte River will invest $2.9 million to complete a $5.3 million implementation of phase 1 of its DERMS software. This phase will integrate owner community data from customer information systems, geographic information systems, advanced metering infrastructure and meter data management systems. The next phase for market and distribution management modes is a separate project and is anticipated to begin in 2027.

Phase 1 also includes hardware and software installation purchased from the vendor selected through the 2024 RFP, with final scope and contracting underway. Key components include:

- Developing a DER registry to compile data from various utility sources for the DERMS.
- Creating a unified DERMS for monitoring and controlling diverse DER (like solar, storage, EVs, smart thermostats) to optimize their impact on the electric system.
- Monitoring and forecasting distributed solar performance using weather-based models.
- Managing the edge DERMS, which manages consumer DER through cloud-based integrations, supporting customer DER operations like smart thermostats, EVs and storage.

Platte River will also invest approximately $1.0 million in developing, implementing and incentivizing enrollment in customer programs managed through an edge DERMS. Beyond these edge DERMS-specific investments, an additional estimated $3.2 million is planned for distributed energy solutions and other DER expenses that support long-term, strategic VPP and DER initiatives.

Aeroderivative technology

Platte River engaged an independent consultant to assess the landscape of low- and no-carbon fuels and dispatchable power generation technologies. Platte River's 2024 IRP explains the technology selection process. Both the IRP and the results from the generation technology screening by the third-party consultant are available at prpa.org/2024irp. After assessing options, Platte River accepted the consultant's recommendation and concluded the best option is highly flexible, state-of-the-art aeroderivative combustion turbine technology.

Aeroderivative units will support reliability and financial sustainability as Platte River increases investment in renewable resources to offset retirement of its coal-fired generation by the end of 2029. These units start and ramp quickly to respond to the changing output of wind and solar resources, allowing Platte River to reliably invest in more noncarbon generation. They have lower maintenance and fuel costs compared to Platte River's existing frame units. Additionally, aeroderivative units can provide ancillary services to support overall grid stability by operating in synchronous condenser mode (synchronized to the grid but not consuming fuel or producing energy).

In 2025, Platte River completed preliminary engineering for new aeroderivative units at Rawhide Energy Station. The Colorado Department of Public Health and Environment accepted Platte River's emissions permit application, and Larimer County issued a 1041 land use permit to site the aeroderivative units at Rawhide Energy Station. A final state-issued construction permit is anticipated by early 2026.

To stay on track with its decarbonization timeline, Platte River must advance aeroderivative unit construction activities alongside the permitting process. A key focus in 2026 will be procurement, with approximately $210.5 million of a total estimated $623.1 million multiyear investment through 2028 needed for milestone equipment payments and engineering, procurement and construction services.

In 2026, Platte River will also invest in the following projects that support the aeroderivative units:

- **Water infrastructure:** This project includes design, procurement and construction of a new service and potable water treatment system, expanded demineralized water infrastructure and a 500,000 gallon storage tank. The new system will use direct filtration technology and can operate alongside or replace the existing system. Demineralized water upgrades will include pumps, filters and piping to connect with portable units that can be serviced offsite. With a 2026 investment of $1.0 million, the total project cost is estimated to be $25.1 million, but depends on final project scope. These upgrades address flexibility and capacity constraints to meet future demands of the aeroderivative units.
- **Gas infrastructure upgrades:** Pipeline modifications and new interconnections with additional gas suppliers are needed at the Owl Creek gas yard to meet higher pressure demands of the aeroderivative units, diversify supply and add redundancy. A new fuel flow meter will also be installed for accurate measurement of gas purchases. Estimated costs in 2026 are $0.3 million to begin design of this estimated $24.0 million multiyear project expected to run through 2029.
- **12.47 kV switchgear replacement:** This project will phase out the aging 12.47 kV switchgear in the Rawhide Substation control building, which supports multiple facility loads. Initially, the new switchgear will operate in parallel with the existing system, with cables retained for future flexibility. After Rawhide Unit 1 retires, the original switchgear will be retired and the breaker repurposed. The project also includes upgrading the feeds for maximum reliability and supports reliable load sourcing for the next 45 years. Procurement and construction will continue in 2026, with an investment of $2.1 million of an estimated total project cost (at expected completion in 2028) of $8.7 million.
- **Control room upgrades:** This project will upgrade and reconfigure the distributed control system displays to enable unified monitoring of Rawhide Unit 1, the existing frame units and future aeroderivative units. The scope includes potential structural expansion of the control room, installation of a horseshoe-style operator console, three video walls and repositioned desks and displays. Additional work includes network and control cable rerouting, reassignment of display functions and new flooring for improved cable management. The reconfiguration is estimated to cost $1.0 million in 2026, out of the total multiyear cost of $2.0 million, and will enhance efficiency, operator visibility and scalability.
- **Rawhide Substation expansion:** To support the aeroderivative units and other possible future resources, Platte River will continue efforts to expand the existing Rawhide Substation for completion in 2028 by investing approximately $9.0 million toward site development and equipment procurement. With a total multiyear project cost of approximately $22.1 million, this project includes grading land at the site, foundations, modifications to existing structures, equipment installation and additional perimeter fencing.

Operational flexibility

Platte River's existing natural gas frame units play a growing role in supporting noncarbon resource integration, participating in the SPP WEIS market and SPP RTO and meeting peak energy demand. In 2026, one frame unit will receive upgrades to increase summer peaking capacity by 12 MW and potentially improve heat rate and reduce NOx emissions. The 2026 budget includes the first $0.9 million of the total estimated $2.1 million multiyear cost for this upgrade.

Approximately $0.4 million will be invested for additional infrastructure installed on a frame unit to enable zero purge credit startup capability which reduces startup time by eliminating the need to perform an air purge, allowing faster grid synchronization. Workers will achieve this by installing a triple block and bleed system upstream of the gas control valves. These modifications improve system safety, reduce fuel use, minimize component wear and increase revenue potential without increasing maintenance requirements.

Platte River will also work with consultants and industry experts in 2026 to gain more knowledge on firming natural gas supply options given the growing role of this fuel type in supporting overall system reliability during noncarbon resource integration.

SPP RTO

Platte River will join the SPP RTO in April 2026, achieving active participation in an organized regional market, which the Resource Diversification Policy recognized as a necessary advancement. Organized power markets foster strong regional collaboration by enabling utilities across different areas to share resources, balance supply and demand, and support one another during times of high demand or even emergencies. The SPP RTO offers day-ahead, real-time and ancillary services markets as well as transmission components with enhanced operational efficiencies and improved reliability. It provides access to more robust market tools, such as economic dispatch and unit commitment, resulting in greater value for participants, increased reliability, reduced overall system costs and a more rapid transition to a cleaner energy future. Additional information about the SPP RTO is available on SPP's website at spp.org/western-services/rto-expansion/.

In 2025, Platte River began implementing new market software including new modules and upgrades to existing systems to support SPP RTO participation. Of the total estimated $2.2 million multiyear project cost, $0.4 million is budgeted in 2026 for final implementation and pre-implementation subscription costs to complete the project. The software will support bid development, settlements and market analytics, enhancing Platte River's ability to operate efficiently in the SPP RTO. In addition to software, approximately $0.3 million will be invested to complete contracted project management, process development and other implementation services necessary to successfully enter the SPP RTO.

Staff will continue participating in ongoing RTO development, implementation and operation. This strategy includes exploring natural gas firming options and transmission congestion rights management to best position the organization within the complexity of the RTO.

Participation in the SPP RTO represents a significant shift in how many revenues and expenses originate and are transacted. For example, bilateral purchases are expected to

decrease significantly after joining the SPP RTO based on the market's ability to dispatch diverse resources more economically than two independent counterparties. While Platte River gains experience in the expanded markets, the full impact of the SPP RTO is uncertain. Modeled market and operating assumptions will differ from actual results.

Community partner and engagement

$2.3 million, 1%

The 2023 Strategic Plan emphasizes greater engagement and collaboration with the owner communities to collectively pursue a noncarbon energy future and build a regional identity. Platte River will work to enhance partnerships with the owner communities and increase regional visibility through continued engagement efforts, accessible education and communication, and ongoing community support and involvement activities.

Communications, marketing and external affairs

In 2026, the communications, marketing and external affairs team will coordinate events to commemorate milestone projects, including commercial operation of Black Hollow Sun. These events bring together diverse stakeholders to recognize and celebrate the owner communities' progress toward a noncarbon energy future.

A formal public relations strategy will be launched midyear to expand awareness of Platte River's role in the energy transition. Additionally, an external affairs and advocacy strategy will be developed to strengthen relationships with policymakers and stakeholders, support regulatory processes and maintain a stable policy environment. Platte River will also conduct surveys in 2026 to inform education and engagement efforts.

Platte River's public education program, launched in 2023, will continue to reinforce regional identity and highlight collaboration with the owner communities. A $0.4 million investment supports a multimedia outreach campaign showcasing Platte River's Resource Diversification Policy progress.

Workforce culture

$2.4 million, 1%

In 2026, Platte River will continue strengthening its high-performing workforce by enhancing hybrid and remote work models, refining performance management and fostering both digital and in-person engagement. The human resources team will support cross-functional collaboration and employee morale through structured initiatives and appreciation events.

Workforce planning will expand to support the Rawhide Energy Station transition plan, with a focus on cross-training and building a multi-skilled team. Human resources initiatives are now guided by a project management framework, aligning with strategic goals through data-driven planning and measurable outcomes.

Platte River will also continue evaluating total rewards and benefits strategies to support recruitment and retention. As new positions are filled, benefit costs, including contributions to defined contribution plans, are expected to rise. Programs like the Platte River Power

Employee Association and milestone celebrations will remain central to sustaining a strong workforce culture.

Workforce evolution and development

Three dedicated teams – workforce planning, career path development and additional tools – have been established to guide this effort. Workforce planning will continue its iterative work to project future roles and staffing needs across all areas, beginning with Rawhide and including all parts of the organization. Career path development will use workforce planning insights to map potential internal career transitions, define required skills and credentials and connect employees with resources to pursue those paths. The additional tools team is developing and implementing options to support staff at all career stages, such as educational assistance, exploring retention initiatives and other flexible incentives.

A comprehensive skills assessment, led by human resources, will continue throughout the year to track employment trends and skill gaps, ensuring the workforce is equipped for the evolving operational landscape. Platte River anticipates no involuntary reductions because of the Rawhide Energy Station transition plan and remains committed to reskilling and upskilling employees for long-term success.

Process management and coordination

$2.2 million, <1%

The Resource Diversification Policy challenges Platte River to change how it generates and delivers electricity to its owner communities. To meet this challenge, staff must also change how it organizes and manages processes and projects. This requires a new or refined approach to systems thinking and change management, project management, technology integration and long-term planning, and comprehensive risk management.

Project management

The project office department maintains the technology project portfolio and works with leaders, staff, and other departments to perform project intake and assist in project document creation. Established in 2025, this functional team represents an important step in the evolution of project portfolio management at Platte River as the organization works toward best practices.

During 2026, Platte River will expand the department to oversee planning, prioritization and execution of projects across the organization. Project managers and business analysts, including three new positions and two positions repurposed from elsewhere in the organization, will work with other departments on project intake, requirements gathering and documentation to help Platte River complete projects on time and on budget.

In addition to project management, project office adds value by supporting Oracle Fusion Cloud applications and vendor management, SmartSheet administration and training, and sprint planning and facilitation. The project office will contribute to organizational change management at Platte River and remain agile to meet the needs of Platte River beyond a traditional project management scope.

During 2026, the department will initiate and continue managing multiple projects central to Platte River's operations and long-term objectives. Prioritized projects include:

- Migration from the legacy Survalent system to AspenTech's OSI Advanced Distribution Management System for Loveland and Estes Park
- Selection and implementation of governance, risk and compliance software
- Deployment of the new software required for entry into the SPP RTO
- Deployment of network connectivity, authentication and cybersecurity, data management and integrations for DERMS
- Implementation of a data strategy and governance program for the organization's various dispersed data sources

Enterprise risk management

Enterprise risk management will deepen its alignment with Platte River's strategic initiatives to proactively safeguard against emerging threats, strengthen decision-making and preserve organizational value. In 2026, the enterprise risk management program will continue to mature, with a focus on embedding risk-informed thinking across business functions. As the risk landscape continues to shift, shaped by technology changes, regulatory pressures, geopolitical instability, environmental impacts and a dynamic political climate, enterprise risk management will play a critical role in helping the organization anticipate and respond to risk across all functions.

Targeted education and outreach efforts will expand to elevate risk awareness across all levels of the organization, equipping employees to anticipate and navigate uncertainty in support of operational resilience and long-term success. Special attention will be given to cross-functional integration of risk data, strengthening risk ownership culture and aligning risk treatment with Platte River's strategic initiatives.

Core operations

$241.1 million, 47% of operating and capital

Platte River will continue to invest in core operations to maintain the safe, reliable production and transmission of environmentally responsible and financially sustainable energy and services to the owner communities. To diversify its resource portfolio, Platte River has PPAs for wind, solar and hydropower. With a focus on preventive and predictive maintenance strategies, core operations and maintenance expenses are relatively consistent from year to year.

Generation

In 2026, 40.7% of Platte River's energy is planned from owned coal and natural gas-fired resources. Through SPP WEIS market participation and the transition to the SPP RTO in April 2026, Platte River will have more opportunities to purchase power if market prices are lower than the cost to generate, and to sell excess energy if production costs are below market prices. Purchasing power decreases fuel expenses which is partially offset by higher purchased power expense; selling power increases revenue, which is partially offset by higher fuel expense. Additional information about Platte River's generation and energy mix is available on Platte River's website at prpa.org/generation. Resources and load information, including the resource mix for the trailing 24-hour period, is available at prpa.org/energy-production.

Rawhide Energy Station

The Rawhide Energy Station began commercial operation in 1984 and continues to build on its legacy as a world-class facility by incorporating future-focused technologies. It will soon include highly efficient, low emission aeroderivative units to support reliability as Platte River's energy portfolio continues to transition to renewable resources. Current onsite energy resources include coal, natural gas, solar and battery storage with interconnections for wind.

While Platte River advances the Resource Diversification Policy, Rawhide Unit 1 continues to be its largest energy source. As additional weather-dependent resources (wind and solar) are added to the portfolio, optimal performance of Rawhide Unit 1 and the frame units is critical to system reliability and a key factor for deeper levels of decarbonization. Platte River will emphasize efforts to upgrade and maintain these units to become more flexible and efficient as the generation portfolio evolves. In 2026, Rawhide Unit 1 and the frame units will generate 33.1% and 1.9%, respectively, of Platte River's energy.

Frame units

To further increase system reliability and efficiency while optimizing equipment performance and emissions reductions, Platte River plans to perform several replacement and upgrade projects to the frame units in 2026:

- **Evergreen controls hardware upgrade - gas yard:** Platte River will upgrade end-of-life hardware and network systems at the Rawhide gas yard to improve security and reliability with an investment of approximately $1.1 million, completing an estimated

total $2.0 million multiyear project in 2027. The aging equipment risks operator console downtime and provides limited monitoring.

- **480 V switchgear replacement - combustion turbine Unit F:** Staff will replace the outdated 480 V switchgear on Unit F to improve reliability and safety, with an estimated investment of $0.9 million. The current system uses obsolete breakers with no replacement parts, posing a risk of outage and control issues. New equipment will enable continued dependable operation of Unit F's power distribution system.
- **Gas control valve replacement - frame combustion turbine:** Platte River will invest approximately $0.7 million to replace outdated gas valves with modern electric ones, improving reliability, especially during cold weather. This will include new controls and wiring and removing the old hydraulic oil system to improve safety and reduce environmental risks.
- **Generator step-up protection migration - combustion turbine units A-D:** Platte River will invest an estimated $0.3 million to upgrade backup protection systems for the generator step-up transformers on units A–D to improve consistency across substations. As part of this project, control and protection equipment will also move from the Rawhide substation to a new yard-based control house to support a new generation resource.
- **Turbine lube oil filtration skids upgrade - combustion turbine units A-D:** The oil filtration systems on units A–D will be upgraded to meet General Electric's recommended standards, with an investment of approximately $0.2 million. These improvements will better remove particles, water and varnish from the turbine oil, supporting smoother and more reliable operations.
- **Dissolvable gas analysis - combustion turbine units A-D:** Dissolved gas analyzers will be added to units A–D, an approximately $0.2 million investment. This technology will help detect potential problems early by identifying key gases during annual oil testing. New conduit and fiber connections will support online access to results, making it easier to track turbine health and address issues before they become serious.

Water

Platte River will continue to collaborate with its partners as Chimney Hollow Reservoir continues to fill. As the key component of the Windy Gap Firming Project, the reservoir supports long-term, reliable delivery of Windy Gap water**,** critical for operational reliability and optimizing Platte River's water portfolio.

The 2026 budget reflects start-up costs of approximately $0.7 million for the firming project, including filling and initial operations costs. Debt service for the firming project is also included, as described in the debt service expenditures and debt-like obligations section of this document. Full reservoir fill may take several years, depending on water supply availability. Water stored, including start-up costs, will be treated as inventory and expensed only when used, helping to stabilize water costs during the filling period.

If hydrological conditions limit pumping, Platte River may revert to Windy Gap "short" operations and lease a portion of the water to meet needs. This investment supports the reliability of both current and future generation assets.

Craig Generating Station

The 2026 budget is the first to reflect no expenditures or energy generated at Craig Unit 1, with the asset's scheduled retirement by Dec. 31, 2025, completing 45 years of commercial operation. Craig Unit 2 is on track to retire by Sept. 30, 2028. Platte River's share of planned production and transmission operating expenses, excluding fuel, is approximately $7.5 million. One capital project for approximately $0.2 million is planned for an upgrade at the station's switchyard. Craig Unit 2 will generate 5.7% of Platte River's 2026 energy.

Trapper Mine reclamation activities continue to progress as the retirement of both Craig units draws closer. Platte River annually appropriates capital funding for mine reclamation as an asset retirement obligation, as discussed in the financial governance section. The mine's post-closure care period is expected to run through 2041, with currently estimated total capital funding of $11.1 million, including $1.5 million expected in 2026. Platte River will evaluate these plans as additional information develops, including the impact to the mine's reclamation plan from highwall mining and decisions on final mining activity and scope through mine closure.

Purchased power

The remaining 59.3% of Platte River's energy is from wind, solar, hydropower and other purchases. The operating expenses section has more information on each of these purchased power resources.

The Western Area Power Administration (WAPA) continues to increase rates and reduce energy deliveries. Energy from WAPA's Colorado River Storage Project (CRSP) is expected to decrease 5.5% from 2025's budget, but actual allocations depend on water conditions, including drought. A CRSP rate increase of 5.0% is also expected. A small reduction in energy, less than 1%, is also expected from the Loveland Area Projects (LAP), with an 8.2% rate increase in 2026. Combined, these impacts require approximately $0.7 million of additional funds for approximately 4.2% less delivered hydropower energy.

Transmission, substations and fiber optics

Transmission and substation capital projects are determined through an annual 10-year load study that identifies areas Platte River must address to meet operational standards. Scheduling future delivery points and other system improvements requires collaboration and coordination with the owner communities.

Transmission

Platte River will invest $1.8 million to strengthen a two-mile stretch of the 115 kV Drake transmission line in Fort Collins by adding custom bracing to structures showing corrosion and damage. Grading changes from nearby development buried many pole bases throughout the years, increasing wear. This critical safety project will require coordination across departments and community partners to maintain reliable service.

Platte River will invest approximately $0.2 million to begin work to replace three identified transmission structures on the Gateway to Longs Peak 230 kV transmission line to meet updated ice loading standards. The current structures do not comply with newer requirements, so they will be removed and replaced to maintain safety and reliability. With expected completion in 2027, the estimated multiyear total project cost is $0.9 million.

Substations

Platte River is working with the City of Loveland to add a new substation, accommodating two transformers in the southeast part of the city's service territory. Because the site is next to an existing Platte River transmission line, the city qualifies for an incentive under Platte River's siting guidelines. Platte River will incur $0.6 million in 2026 of an estimated multiyear total cost of $10.7 million to complete the substation by the end of 2028. This includes costs to adjust the existing transmission line to connect to the new substation. Loveland will be responsible for site development, including grading, fencing and key equipment.

At Airport Substation, Platte River will invest an estimated $3.1 million to replace relay panel and breaker equipment. This project will improve reliability, support expansion and provide a new power connection requested by the City of Loveland. Work will include replacing old relay panels and breakers, adding new equipment, and improving wiring and foundations. These replacements will modernize aging systems, reduce maintenance needs and allow future growth. At a total multiyear projected cost of $3.5 million, work will be coordinated with Loveland's switchgear project to minimize service disruptions.

At Longs Peak Substation, Platte River will invest the final $1.0 million of an estimated $4.6 million multiyear project started in 2022 to replace three aging transformers with a single, more efficient unit to support long-term reliability. The project includes new foundations, updated wiring and monitoring systems, and upgraded control panels to meet current standards.

At Valley Substation, Platte River will begin work to add Transformer T3 and replace outdated control equipment. The upgrade will boost capacity and reliability by installing a new breaker, switchgear and updated systems for monitoring and control. This project invests the first approximately $0.1 million of an estimated $6.2 million multiyear project total to help Loveland continue reliably serving its growing energy needs.

At Rogers Road Substation, Platte River will invest approximately $0.8 million of a multiyear project total of $1.7 million to continue upgrading transformers T1 and T2 by replacing outdated disconnect switches with modern circuit switchers. This change simplifies ownership boundaries with the City of Longmont, eases compliance requirements and improves maintenance and high-voltage operations.

Starting in 2026, Platte River will begin replacing three substation battery banks each year throughout the system as part of a 12-year infrastructure investment, $0.1 million of which is planned in 2026. This phased approach supports system reliability, regulatory compliance, and cost-effective planning, as most batteries last around 20 years.

Fiber optics

Platte River has agreed to trade fiber routes with a counterparty, gaining access from Fort Collins to Longmont in exchange for use of Platte River's alternate route. This agreement ends in May 2027, and the counterparty's long-term plans are unclear. Although some capacity expansions have been made elsewhere, there are still constraints in some areas, particularly south of Loveland. An investment of approximately $2.0 million in 2026 of a multiyear total of approximately $4.9 million to expand Platte River's Long-Haul West fiber line to Longmont will improve reliability, reduce risk and give more control over critical communications.

Platte River will upgrade and migrate data for its fiber manager system as the current format is being phased out. The upgrade will also make it easier to share fiber network data with the owner communities, though Platte River will not host a shared system. Because few users have completed this migration, cost remains uncertain but the estimated investment is $0.2 million.

Customer energy programs

The distributed energy solutions team collaborates with the owner communities to deliver Efficiency Works customer energy programs. In 2026, Platte River will invest $11.6 million in customer assessments, rebates, incentives, and income-qualified programming, aiming to save 17,270 MWh of energy and reduce summer peak demand by 2.1 MW. Building and transportation electrification initiatives will further impact 2,860 MWh supporting customer carbon reduction efforts. Owner communities will provide an additional $0.4 million, outside Platte River's budget, to support local community energy improvement initiatives, with Platte River staff facilitating.

2026 activities include:

- Providing customer service and energy solutions to the owner communities and their customers
- Leading customer-facing programs for distributed energy solutions, aligning program development and implementation with the DER team's recommendations in support of VPP development
- Providing programming activities to support annual carbon reductions of 7,900 $MTCO_2e$ from customer upgrades
- Providing DER product education to support customers in their journey to effectively use energy as the adoption rate of various DER technologies continues to grow

Ongoing communications and community engagement

Beyond strategic outreach, the communications, marketing and external affairs team is strengthening community engagement by fostering partnerships that enhance quality of life, economic growth, public health and science, technology, engineering and math education across northern Colorado. An additional $0.3 million investment reinforces Platte River's

commitment to initiatives such as the NoCo Time Trials, scholarships, nonprofit organizations and chambers of commerce partnerships.

Facilities improvements

Platte River plans to build a new storage facility on the northwest corner of its headquarters building to relieve capacity concerns over warehouse space. This building, designed to support future growth, will be an estimated $2.5 million multiyear investment through 2027, with $0.2 million in 2026.

Platte River will evaluate and replace aging audiovisual equipment at headquarters and Rawhide to improve reliability and functionality. Major projects to enhance performance and support audiovisual systems include:

- Transmission and power supply desks with vendor-supported installations based on user feedback
- Conference rooms and signage monitors, upgraded for better sound, video quality and meeting recordings
- Technology improvements, replacing outdated equipment to eliminate technical issues and ease operation

Personnel

Approximately 28% of the operating expense budget covers employee salaries and benefits, which include retirement, medical and dental. Combined, these expenses are expected to rise 3.7% from 2025. Platte River awards merit-based salary adjustments following the performance management framework of the compensation philosophy established in 2022. Benefits for employees are spread across all functional areas as a percentage of salaries.

During 2025, Platte River increased emphasis on longer-term planning for positions influenced by the Rawhide Energy Station transition. Vacant positions, reorganizations and long-term organizational needs were considered. Positions no longer required were evaluated and redesigned to best align resources where they are needed most to support strategic initiatives or eliminated to support financial sustainability. Additional positions are planned for redesign or elimination in 2026. Based on these efforts and plans, net year-over-year positions decreased by four. Included in the net decrease are six new positions beginning with the 2026 budget; one serves in the general counsel division, four in technology services and one in power supply.

Additional information, including new position justification, is presented to the board annually in September through staffing update memorandums available at prpa.org/about-prpa/board-meetings. As discussed in the workforce culture strategic initiative section, the Rawhide Energy Station transition plan will continue to shape future position realignments. Below is a summary of full-time positions by division, based on organizational structure expected at the end of 2025.

Positions by division	2024 actual	2025 budget	2025 estimate	2026 budget
General manager	5	6	6	6
Business strategies	27	27	26	26
General counsel	14	14	13	14
Financial services	30	31	31	31
Generation and transmission	148	152	146	143
Power supply	43	47	45	46
Technology services	43	46	49	53
Total positions	310	323	316	319

Revenues

Platte River anticipates approximately $346.2 million in revenues during 2026. The majority of revenues, 75%, come from energy sales to the owner communities. The remainder come from sales for resale, other operating revenues, interest and other income. Owner community revenues include a 6.3% average wholesale rate increase and a reduction in loads of 1.2%. Revenues from sales for resale are 18% of revenues and are expected to increase by approximately $4.8 million, primarily due to higher volume of energy sold at higher average prices, partially offset by decreased resold capacity. Other operating revenues, 4%, are expected to increase due to new revenue streams from REC sales, transmission congestion rights and operating reserves, partially offset by lower wheeling revenue expected after joining the SPP RTO. Interest and other income is expected to decrease based on lower average investment and operating funds balances.

Wholesale rates

Platte River establishes service offerings and a supporting rate structure that complement its foundational pillars, vision, mission, values, strategic initiatives and underlying policies. Platte River strives to provide stable and financially sustainable wholesale rates to advance the Resource Diversification Policy. The tariffs and charges are established to achieve the Strategic Financial Plan targeted financial metrics. The rate structure provides unbundled transmission and generation rates and transparent fixed and variable costs, sending clear pricing signals that foster system benefits.

Platte River's Board of Directors must review the rates for electric power and energy furnished to the owner communities at least once each calendar year and approve the rate tariff schedules for the next year. Staff prepares long-term average wholesale rates projections for a 10-year planning horizon using current assumptions. The long-term projections can change as assumptions are updated. Platte River's rate philosophy includes implementing incremental increases to provide a more predictable path of smaller, more consistent annual rate increases.

The 2026 budget includes a 6.3% average wholesale rate increase, which reflects application of the board-approved deferred revenue and expense accounting policy. This accounting policy helps reduce rate pressure during the resource transition and supports greater long-term rate stability. Platte River's website has additional information about rates at prpa.org/wholesale-rates.

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Budget



Financial review

In addition to the budget items discussed, the table below compares Platte River's financial results to Strategic Financial Plan metrics, with more information on those metrics included in the financial governance section. In the years represented, all financial metrics were or are expected to be met.

Depreciation, amortization and accretion expense is a non-budgeted expense and is expected to decrease in 2026 by $12.6 million. Depreciation expense relates to capital assets in use and will increase as new capital improvements are placed into service and remaining estimated useful lives shorten with evaluation of future capital needs. Amortization expense relates to other assets due to board-approved accounting policies and GASB pronouncements. Amortization expense will decrease reflecting a gain on the expected sale of Windy Gap water units, a decrease for the Trapper Mine post-mining reclamation estimate based on timing of the underlying contract and a decrease of one Rawhide Energy Station impoundment that was accelerated in 2025. Partially offsetting these decreases are increases for lease and subscription assets as new subscriptions and the Weld Energy Storage project are placed into service. Accretion expense will increase for inflation to reflect the accrual for the board-approved accounting policy for decommissioning costs at the Craig Generating Station. The financial governance section includes more information on board-approved accounting policies.

Strategic Financial Plan metrics	Target minimums	2024 actual	2025 budget	2025 estimate [1]	2026 budget
Fixed obligation charge coverage ratio	1.50 times	1.85x	2.00x	1.64x	1.55x
Change in net position as a percentage of annual operating expenses	3%	3%	3%	3%	3%
Adjusted debt ratio	less than 50%	24%	22%	22%	38%
Days adjusted liquidity on hand	200	423	252	302	205
Other selected data ($000 except bond service coverage ratio)					
Change in net position		$ 6,992	$ 7,508	$ 7,388	$ 7,931
Accumulated deferred regulatory revenues		$ 79,174	$ 89,755	$ 123,621	$ 150,365
Accumulated net position		$ 673,405	$ 681,677	$ 680,793	$ 688,724
Dedicated reserves and available funds		$ 277,805	$ 181,773	$ 212,781	$ 158,165
Long-term debt and other long-term obligations		$ 214,902	$ 210,485	$ 210,603	$ 316,981
Capital additions		$ 78,882	$ 139,821	$ 138,152	$ 245,477
Bond service coverage ratio (minimum 1.1x) [2]		4.45x	4.19x	5.12x	3.64x

(1) 2025 estimate represents seven months actual and five months budget adjusted for revised projections on all budget schedules.

(2) Effective July 2025, the bond service coverage calculation excludes deferred revenues and expenses accounted for under the deferred revenue and expense accounting policy. Previously stated amounts have been restated to conform with the change in calculation.

Statements of revenues, expenses and changes in net position	2024 actual	2025 budget	2025 estimate	2026 budget
Operating revenues				
Sales to owner communities	$ 229,323,094	$ 248,437,053	$ 243,936,383	$ 260,921,263
Sales for resale	58,041,723	55,270,429	70,642,280	60,080,224
Other operating revenues	10,157,925	9,452,245	9,557,651	14,762,636
Deferred regulatory revenues	(26,199,896)	(11,994,613)	(44,447,436)	(26,743,783)
Total operating revenues	271,322,846	301,165,114	279,688,878	309,020,340
Operating expenses				
Purchased power	63,229,594	69,788,991	68,199,799	82,483,825
Fuel	42,172,915	42,435,488	46,184,169	41,088,001
Production [1]	57,628,725	55,750,919	56,715,880	57,309,480
Transmission [1]	19,678,888	23,900,687	22,239,678	21,476,973
Administrative and general [1]	38,260,518	43,185,930	40,645,365	46,167,705
Distributed energy resources [1]	12,100,191	15,199,969	12,288,539	15,826,532
Depreciation, amortization and accretion [1]	44,573,949	51,873,561	36,422,272	39,308,239
Total operating expenses	277,644,780	302,135,545	282,695,702	303,660,755
Operating income	(6,321,934)	(970,431)	(3,006,824)	5,359,585
Nonoperating revenues (expenses)				
Interest income	11,547,103	10,393,098	10,880,353	9,419,153
Other income	2,916,676	851,090	1,929,638	842,340
Interest expense	(4,708,447)	(4,092,429)	(4,123,818)	(8,873,845)
Amortization of bond financing costs [1]	1,328,895	1,173,834	1,173,834	1,011,435
Net increase in fair value of investments [1]	2,229,832	152,698	535,021	171,908
Total nonoperating revenues (expenses)	13,314,059	8,478,291	10,395,028	2,570,991
Change in net position	6,992,125	7,507,860	7,388,204	7,930,576
Net position at beginning of period	666,412,947	674,168,585	673,405,072	680,793,276
Net position at end of period	$ 673,405,072	$ 681,676,445	$ 680,793,276	$ 688,723,852

(1) Includes nonappropriated expenses when applicable due to basis of accounting differences discussed in the financial governance section.

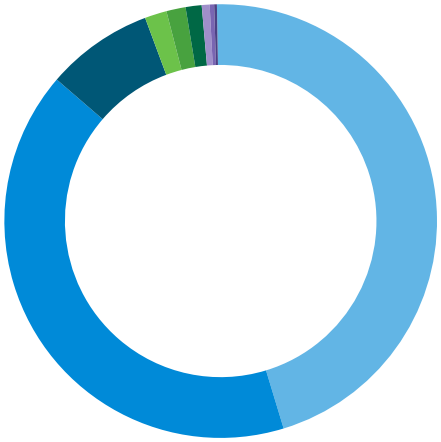
Consolidated budget schedules

Source and use of funds	2024 actual	2025 budget	2025 estimate	2026 budget
Source of funds				
Operating revenues				
Sales to owner communities	$ 229,323,094	$ 248,437,053	$ 243,936,383	$ 260,921,263
Sales for resale - long-term	16,634,274	17,641,416	17,559,868	9,158,316
Sales for resale - short-term	41,407,449	37,629,013	53,082,412	50,921,908
Wheeling	10,157,925	9,452,245	9,557,651	7,618,644
Renewable energy certificate sales	-	-	-	2,105,000
Transmission congestion rights	-	-	-	3,750,003
Operating reserves	-	-	-	1,288,989
Total operating revenues	297,522,742	313,159,727	324,136,314	335,764,123
Other revenues				
Interest income	11,756,370	10,545,796	11,033,051	9,591,061
Other income	2,916,676	851,090	1,929,638	842,340
Total other revenues	14,673,046	11,396,886	12,962,689	10,433,401
Total revenues	312,195,788	324,556,613	337,099,003	346,197,524
Funds from prior reserves and debt financing	17,244,992	159,333,864	65,977,007	289,929,508
Total sources	$ 329,440,780	$ 483,890,477	$ 403,076,010	$ 636,127,032
Use of funds				
Operating expenses				
Purchased power	$ 63,229,594	$ 69,788,991	$ 68,199,799	$ 82,483,825
Fuel	42,172,915	42,435,488	46,184,169	41,088,001
Production	56,950,095	55,511,915	56,493,612	57,070,476
Transmission	19,590,740	23,900,687	22,003,814	21,476,973
Administrative and general	37,447,788	43,185,930	40,627,258	46,167,705
Distributed energy resources	12,003,251	15,199,969	12,321,771	15,826,532
Total operating expenses	231,394,383	250,022,980	245,830,423	264,113,512
Capital additions				
Production	42,242,622	101,163,078	106,446,099	219,887,909
Transmission	25,010,924	14,404,775	11,491,676	16,547,559
General	10,957,812	20,242,808	16,203,201	7,502,562
Asset retirement obligations	670,072	4,010,574	4,010,574	1,538,649
Total capital additions	78,881,430	139,821,235 [1]	138,151,550	245,476,679
Total operating expenses and capital additions	310,275,813	389,844,215	383,981,973	509,590,191

Source and use of funds (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Use of funds (continued)				
Debt service expenditures				
Principal	$ 14,456,520	$ 14,953,833	$ 14,970,219	$ 16,357,319
Interest expense	4,708,447	4,092,429	4,123,818	8,179,522
Total debt service expenditures	19,164,967	19,046,262[1]	19,094,037	24,536,841
Total expenditures	329,440,780	408,890,477	403,076,010	534,127,032
Contingency appropriation	-	75,000,000[1]	-	102,000,000
Total uses	$ 329,440,780	$ 483,890,477	$ 403,076,010	$ 636,127,032

(1) Excludes projections for contingency transfers.

2026 sources



41%	Sales to owner communities	$ 260,921,263
8%	Sales for resale - short-term	50,921,908
2%	Interest and other income	10,433,401
1%	Sales for resale - long-term	9,158,316
1%	Wheeling	7,618,644
1%	Transmission congestion rights	3,750,003
<1%	Renewable energy certificate sales	2,105,000
<1%	Operating reserves	1,288,989
	Total revenues	346,197,524
46%	Funds from prior reserves and debt financing	289,929,508
	Total sources	$ 636,127,032

2026 uses



39%	Capital additions	$ 245,476,679
13%	Purchased power	82,483,825
9%	Production	57,070,476
7%	Administrative and general	46,167,705
6%	Fuel	41,088,001
4%	Debt service expenditures	24,536,841
3%	Transmission	21,476,973
3%	Distributed energy resources	15,826,532
	Total expenditures	534,127,032
16%	Board contingency	102,000,000
	Total uses	$ 636,127,032

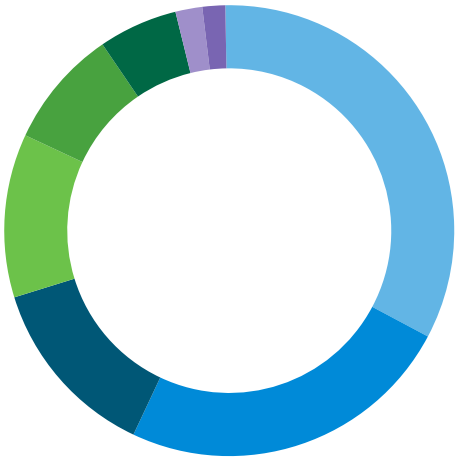
Revenue and expenditure detail	2024 actual	2025 budget	2025 estimate	2026 budget
Revenues				
Operating revenues				
Sales to owner communities	$ 229,323,094	$ 248,437,053	$ 243,936,383	$ 260,921,263
Sales for resale - long-term	16,634,274	17,641,416	17,559,868	9,158,316
Sales for resale - short-term	41,407,449	37,629,013	53,082,412	50,921,908
Wheeling	10,157,925	9,452,245	9,557,651	7,618,644
Renewable energy certificate sales	-	-	-	2,105,000
Transmission congestion rights	-	-	-	3,750,003
Operating reserves	-	-	-	1,288,989
Total operating revenues	297,522,742	313,159,727	324,136,314	335,764,123
Other revenues				
Interest income	11,756,370	10,545,796	11,033,051	9,591,061
Other income	2,916,676	851,090	1,929,638	842,340
Total other revenues	14,673,046	11,396,886	12,962,689	10,433,401
Total revenues	312,195,788	324,556,613	337,099,003	346,197,524
Funds from prior reserves and debt financing	17,244,992	159,333,864	65,977,007	289,929,508
Total revenues and prior funds	$ 329,440,780	$ 483,890,477	$ 403,076,010	$ 636,127,032
Expenditures				
Operating expenses				
Personnel expenses				
Salaries				
Regular wages	$ 43,379,573	$ 47,881,682	$ 45,337,053	$ 48,947,057
Overtime wages	2,537,758	3,418,999	3,426,019	2,724,237
Total salaries	45,917,331	51,300,681	48,763,072	51,671,294
Benefits				
Pension - defined contribution	2,741,392	3,259,370	2,781,986	3,513,361
Pension - defined benefit	6,571,899	7,258,782	7,258,789	8,226,659
Social security	3,180,787	3,619,988	3,461,906	3,831,648
Long-term disability	161,379	176,882	172,668	178,833
Medical and dental	6,094,680	7,948,793	7,688,483	9,025,060
Recruiting	254,193	339,000	168,583	312,276
Life insurance	164,357	157,300	166,551	187,000
Accidental death	35,306	36,300	36,823	41,445
Workers' compensation	106,096	140,000	139,564	147,000
Unemployment compensation	27,445	18,000	9,932	18,414
Salary and pension services	321,818	368,175	480,747	436,170
Total benefits	19,659,352	23,322,590	22,366,032	25,917,866
Total personnel expenses	65,576,683	74,623,271	71,129,104	77,589,160
Less charged to capital and other	2,969,601	2,693,485	2,643,790	2,989,171
Total operating personnel expenses	62,607,082	71,929,786	68,485,314	74,599,989

Revenue and expenditure detail (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Expenditures (continued)				
Operating expenses (continued)				
Materials and other expenses				
Office expenses	$ 21,746	$ 22,325	$ 19,711	$ 20,000
Safety expenses	196,058	253,415	230,302	259,106
Furniture and equipment	29,736	37,700	45,791	37,700
Local business expense	652,882	771,674	688,646	785,759
Postage and deliveries	20,600	46,850	40,348	25,959
O&M materials and supplies	3,806,310	7,890,985	9,153,663	5,508,018
Coal	36,314,886	32,944,050	40,420,193	34,375,399
Oil	150,794	220,000	267,009	110,000
Natural gas	5,059,536	8,536,668	4,545,058	5,422,323
Gasoline and diesel	128,962	220,070	177,613	150,605
Tools and shop equipment	85,625	123,668	93,813	135,812
Purchased power	62,912,404	71,061,272	69,472,080	82,483,825
Craig units 1 and 2 operating expenses	9,566,585	8,660,973	9,754,646	8,251,160
Computer equipment	435,512	548,542	519,461	543,248
Wheeling expense	3,444,042	4,167,053	3,625,336	1,771,253
Outage accrual	4,209,175	(11,669,807)	(11,669,807)	-
Total materials and other expenses	127,034,853	123,835,438	127,383,863	139,880,167
Contractual services				
Contracted services	25,195,488	34,612,092	30,149,556	24,685,239
Insurance	3,161,672	3,441,221	3,241,982	3,535,430
Travel and training	1,262,068	1,632,572	1,523,985	1,856,328
Telephone services	165,833	165,635	207,450	177,446
Utilities	878,909	738,728	608,929	796,473
Dues, memberships and fees	1,084,770	1,409,621	1,537,869	3,251,680
Trustees fees	12,000	12,000	18,000	18,000
Pooled financing expenses	2,964,246	3,769,570	3,526,004	5,900,453
Leases and rents	520,623	915,047	1,717,071	1,298,948
Direct community support	120,000	120,000	120,000	120,000
Fiscal impact payment	23,209	23,209	23,209	23,209
Rebates/incentives for retail customers: non-controlled	4,611,319	5,260,011	5,589,823	5,789,150
Rebates/incentives to owner communities: controlled	125,694	132,000	132,000	132,000
Audits/assessments for retail customers	1,591,453	1,754,150	1,307,723	1,853,600

Revenue and expenditure detail (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Expenditures (continued)				
Operating expenses (continued)				
Contractual services (continued)				
Rebates/incentives for retail customers: controlled	$ -	$ 223,000	$ 223,000	$ 151,500
Other financing expenses	35,164	48,900	34,645	43,900
Total contractual services	41,752,448	54,257,756	49,961,246	49,633,356
Total operating expenses	231,394,383	250,022,980	245,830,423	264,113,512
Capital additions				
Personnel expenses				
Regular wages	1,598,968	1,495,078	1,243,402	1,683,531
Overtime wages	127,076	109,223	185,885	100,404
Benefits allocation	761,818	693,907	618,167	800,844
Total personnel expenses	2,487,862	2,298,208	2,047,454	2,584,779
Capital expenditures	75,959,583	133,512,453	132,170,522	243,360,251
Capital reimbursements and trade-in value	(236,087)	-	(77,000)	(2,007,000)
Asset retirement obligations	670,072	4,010,574	4,010,574	1,538,649
Total capital additions	78,881,430	139,821,235 (1)	138,151,550	245,476,679
Total operating expenses and capital additions	310,275,813	389,844,215	383,981,973	509,590,191
Debt service expenditures				
Principal	14,456,520	14,953,833	14,970,219	16,357,319
Interest expense	4,708,447	4,092,429	4,123,818	8,179,522
Total debt service expenditures	19,164,967	19,046,262 (1)	19,094,037	24,536,841
Total expenditures	329,440,780	408,890,477	403,076,010	534,127,032
Contingency appropriation	-	75,000,000 (1)	-	102,000,000
Total expenditures and contingency appropriation	$ 329,440,780	$ 483,890,477	$ 403,076,010	$ 636,127,032

(1) Excludes projections for contingency transfers.

2026 resources

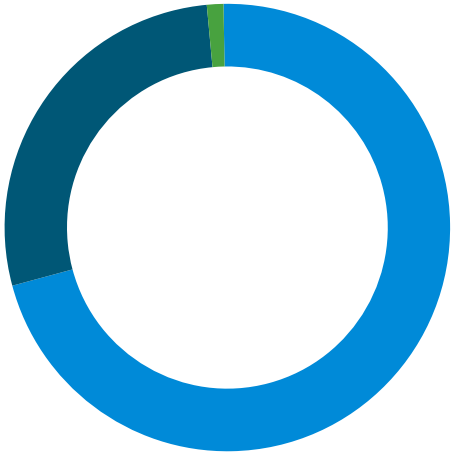


- Rawhide Unit 1 (1,510,138 MWh)
- Wind (1,106,502 MWh)
- Market purchases (603,742 MWh)
- Solar (535,917 MWh)
- Hydropower (389,481 MWh)
- Craig Unit 2 (259,495 MWh)
- Frame combustion turbines (88,127 MWh)
- Bilateral purchases and owner community solar (74,824 MWh)

Total resources* = **4,568,226 MWh**

* Excludes REC sales

2026 deliveries



- Owner communities (3,247,675 MWh)
- Sales for resale (1,265,780 MWh)
- Losses and other (54,771 MWh)

Total deliveries = **4,568,226 MWh**

Nameplate (MW)	2024 actual	2025 budget	2025 estimate	2026 budget
Coal				
Rawhide Unit 1	280	280	280	280
Craig units 1 and 2				
Craig Unit 1 [1]	77	77	77	-
Craig Unit 2	74	74	74	74
Total Craig units 1 and 2	151	151	151	74
Total coal	431	431	431	354
Natural gas				
Rawhide Unit A [2]	65	65	65	75
Rawhide Unit B	65	65	65	65
Rawhide Unit C [3]	65	77	75	75
Rawhide Unit D	65	65	65	65
Rawhide Unit F [3]	128	158	145	145
Total natural gas	388	430	415	425
Hydropower				
WAPA-CRSP [4]	57	48	60	45
WAPA-LAP [5]	27	30	30	30
Total hydropower	84	78	90	75
Wind power				
Roundhouse	225	225	225	225
Spring Canyon II [6]	32	32	32	32
Spring Canyon III [6]	28	28	28	28
Silver Sage [6]	12	12	12	12
Medicine Bow [7]	6	-	-	-
Total wind power	303	297	297	297
Solar				
Black Hollow [8]	-	150	150	257
Rawhide Flats	30	30	30	30
Rawhide Prairie	22	22	22	22
Total solar	52	202	202	309

Nameplate (MW) (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Storage				
Rawhide Prairie	1	1	1	1
Weld Energy [9]	-	-	-	100
Total storage	1	1	1	101
Total nameplate	1,259	1,439	1,436	1,561

(1) Retirement planned by Dec. 31, 2025.

(2) Capacity increase budgeted October 2026. Unit A is planned to receive the necessary upgrades, but Unit D may be selected instead as project timelines advance.

(3) Capacity increase budgeted May 2025, now estimated effective October 2025.

(4) Contract rate of delivery is 106 MW in the summer season and 136 MW in the winter season. Actual capacity available varies by year and month and may fluctuate with drought conditions. The values shown in the table reflect capacity available at Platte River's system peak.

(5) Capacity available varies by month and may fluctuate with drought conditions. The values shown in the table reflect capacity available at Platte River's system peak.

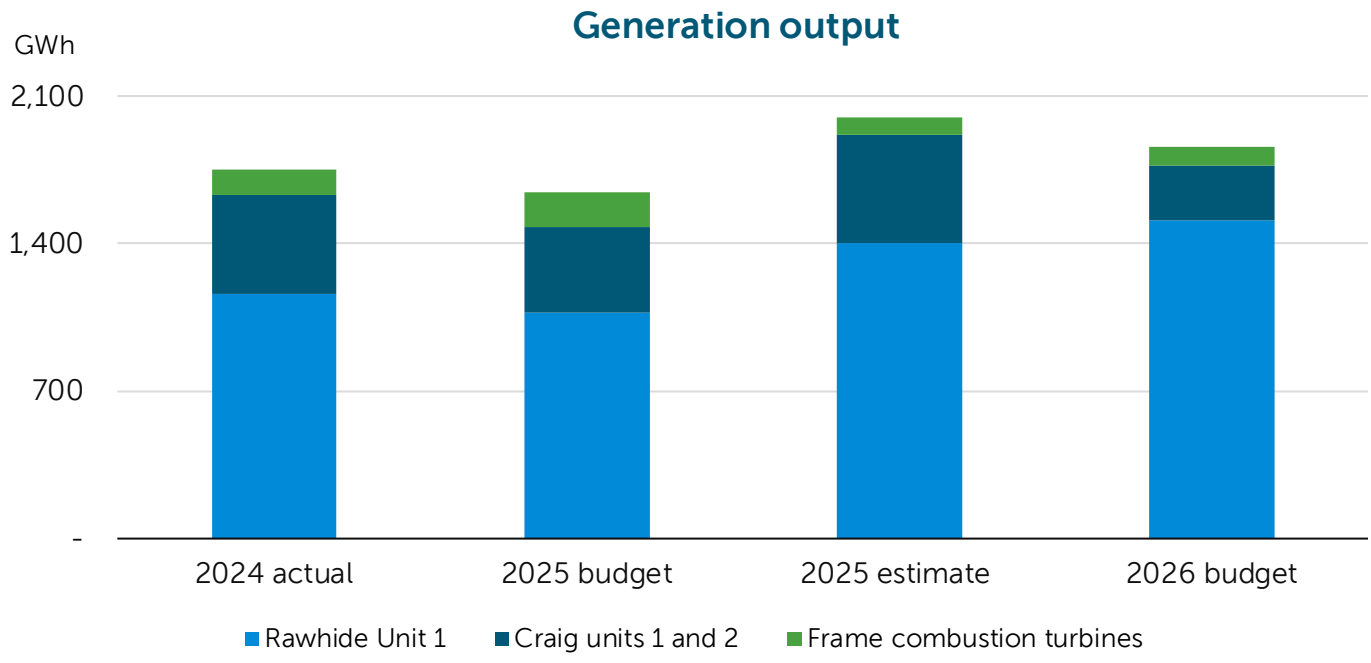
(6) Energy and renewable attribute currently sold to other entities.

(7) Stopped providing energy October 2024 and decommissioned December 2024.

(8) Phase 1 (150 MW) budgeted for commercial operation June 2025, now estimated September 2025. Phase 2 (107 MW) budgeted for commercial operation September 2026.

(9) Commercial operation budgeted December 2026.

Owned generation resources	2024 actual	2025 budget	2025 estimate	2026 budget
Rawhide Unit 1				
Generation (MWh)	1,162,355	1,071,523	1,400,274	1,510,138
Capacity factor	47.3%	43.7%	57.1%	61.6%
Fuel cost ($/MWh)	$ 19.19	$ 19.33	$ 17.39	$ 17.43
O&M cost ($/MWh)	28.73	44.73	35.76	27.47
Total Rawhide ($/MWh)	$ 47.92	$ 64.06	$ 53.15	$ 44.90
Craig units 1 and 2				
Generation (MWh)	466,527	409,553	517,876	259,495
Capacity factor	35.2%	31.0%	39.2%	40.0%
Fuel cost ($/MWh)	$ 31.82	$ 32.53	$ 33.53	$ 36.28
O&M cost ($/MWh)	19.72	20.39	17.72	28.63
Total Craig ($/MWh)	$ 51.54	$ 52.92	$ 51.25	$ 64.91
Frame combustion turbines				
Generation (MWh)	125,120	164,346	82,864	88,127
Capacity factor	3.7%	4.5%	2.4%	2.4%
Fuel cost ($/MWh)	$ 40.12	$ 51.15	$ 53.90	$ 60.73
O&M cost ($/MWh)	42.24	16.83	30.26	35.79
Total frame combustion turbines ($/MWh)	$ 82.36	$ 67.98	$ 84.16	$ 96.52



Purchased power resources	2024 actual	2025 budget	2025 estimate	2026 budget
Wind				
Roundhouse				
Generation (MWh)	845,451	837,468	861,177	837,499
Capacity factor	42.8%	42.5%	43.7%	42.5%
Total Roundhouse ($/MWh) - delivered [1]	$ 21.30	$ 23.14	$ 22.35	$ 18.83
Spring Canyon II				
Generation (MWh)	71,930	125,208	114,135	125,208
Capacity factor	25.6%	44.7%	40.7%	44.7%
Total Spring Canyon II ($/MWh) - delivered [1]	$ 53.36	$ 46.41	$ 48.09	$ 38.29
Spring Canyon III				
Generation (MWh)	96,334	105,945	105,816	105,945
Capacity factor	39.2%	43.2%	43.1%	43.2%
Total Spring Canyon III ($/MWh) - delivered [1]	$ 46.46	$ 46.75	$ 45.38	$ 38.32
Silver Sage				
Generation (MWh)	31,044	37,850	33,663	37,850
Capacity factor	29.5%	36.0%	32.0%	36.0%
Total Silver Sage ($/MWh) - delivered	$ 68.49	$ 70.15	$ 70.21	$ 71.91
Medicine Bow				
Generation (MWh)	9,446	-	-	-
Capacity factor	22.7%	0.0%	0.0%	0.0%
Total Medicine Bow ($/MWh) - delivered	$ 52.84	$ -	$ -	$ -
Total wind				
Generation (MWh)	1,054,205	1,106,471	1,114,791	1,106,502
Capacity factor	39.8%	42.5%	42.8%	42.5%
Total wind ($/MWh)	$ 27.46	$ 29.64	$ 28.61	$ 24.72
Solar				
Black Hollow Sun				
Generation (MWh)	-	220,160	149,864	423,399
Capacity factor	0.0%	28.6%	19.0%	26.0%
Total Black Hollow Sun ($/MWh) - including ancillary services	$ -	$ 32.46	$ 30.81	$ 32.35

Purchased power resources (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Solar (continued)				
Rawhide Flats Solar				
Generation (MWh)	61,049	59,226	61,967	59,993
Capacity factor	23.2%	22.5%	23.6%	22.8%
Total Rawhide Flats Solar ($/MWh) - including ancillary services and maintenance	$ 54.00	$ 54.30	$ 54.27	$ 53.84
Rawhide Prairie Solar				
Generation (MWh)	42,956	51,517	46,972	52,525
Capacity factor	22.2%	26.7%	24.4%	27.3%
Total Rawhide Prairie Solar ($/MWh) - including ancillary services, maintenance, interconnection and battery fee	$ 31.62	$ 33.38	$ 33.08	$ 32.98
Total solar				
Generation (MWh)	104,005	330,903	258,803	535,917
Capacity factor	22.8%	27.0%	21.8%	25.7%
Total solar ($/MWh)	$ 44.76	$ 36.51	$ 36.84	$ 34.81
Hydropower				
WAPA-CRSP				
Generation (MWh)	361,648	297,904	341,401	281,456
Capacity factor	34.0%	28.1%	32.2%	26.6%
Total WAPA-CRSP ($/MWh)	$ 33.41	$ 37.91	$ 34.66	$ 41.38
WAPA-LAP				
Generation (MWh)	109,196	108,502	108,026	108,025
Capacity factor	40.1%	40.0%	39.8%	39.8%
Total WAPA-LAP ($/MWh)	$ 34.65	$ 37.67	$ 37.78	$ 40.85
Total hydropower				
Generation (MWh)	470,844	406,406	449,427	389,481
Capacity factor	35.3%	30.5%	33.8%	29.3%
Total hydropower ($/MWh)	$ 33.70	$ 37.85	$ 35.41	$ 41.23
Other purchases				
Market purchases				
Energy (MWh)	985,937	866,367	634,415	603,742
Total market purchases ($/MWh)	$ 14.19	$ 12.28	$ 13.85	$ 26.57

Purchased power resources (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Other purchases (continued)				
Bilateral purchases				
Energy (MWh)	13,256	26,819	98,545	67,211
Total bilateral purchases ($/MWh)	$ 33.47	$ 27.73	$ 37.70	$ 37.51
Owner community solar programs				
Energy (MWh)	7,270	7,639	7,168	7,613
Total owner community solar programs ($/MWh)	$ 39.44	$ 23.41	$ 36.36	$ 29.86
Total other purchases				
Energy (MWh)	1,006,463	900,825	740,128	678,566
Total other purchases ($/MWh)	$ 14.63	$ 12.84	$ 17.24	$ 27.69

(1) 2026 budget reflects significant impact of the SPP RTO market on wheeling and ancillary service charges.

Revenues

Operating revenues

Platte River's operating revenues consist of sales to owner communities, sales for resale, wheeling, REC sales, transmission congestion rights and operating reserves. The production cost model determines the forecast of revenues for the budget, but actual results are strongly influenced by weather and various market conditions and will vary from budget.

Sales to owner communities

Budgeted revenues from sales to owner communities are based on Platte River's load forecast and tariff charges. Average wholesale rate increases, when applicable, support Platte River's strategic initiatives and core operations. Sales to the owner communities represent the largest source of revenue.

Sales for resale

Sales for resale include long-term sales and short-term sales. Long-term sales are for a contracted term greater than one year. Short-term sales are for a term of one year or less and include seasonal, monthly, day-ahead and real-time market and bilateral sales. Platte River may also sell excess capacity. The production cost model determines the volume and price of sales for resale for the budget based on current market projections.

Market sales occur through participation in the SPP WEIS market and SPP RTO, which give participants access to lowest-cost resources and increased operational efficiencies while enhancing reliability. The SPP WEIS market is a real-time organized energy market operated by SPP, in which generation and load are balanced regionally based on marginal cost and generation resource characteristics calculated every five-minute interval. Platte River entered the SPP WEIS market in April 2023 and will participate until joining the SPP RTO April 2026.

Before entering the SPP RTO, Platte River sells when available energy exceeds requirements of the owner communities and prices are higher than the marginal cost resource. Because of Platte River's must-take obligations under noncarbon PPAs, certain sales may reflect that it is more economical to sell energy at a low price than to curtail generation. These sales typically occur when the coal-fired facilities are at minimum output levels.

In the SPP RTO day-ahead and real-time market structure, all load is considered served through market purchases and all generation is offered into the market and sold. SPP economically dispatches energy from Platte River's resources based on market signals and overall system needs of all participants. When Platte River's overall energy from resources into the market exceeds the energy required to serve load, the excess energy is recorded as sales for resale. Conversely, when Platte River's energy into the market is less than deliveries to load, purchased power expense will be recognized. Sales for resale are expected to occur when market prices exceed Platte River's incremental cost to generate, but sales may still occur at lower prices due to must-take obligations under noncarbon PPAs and other operational factors.

Sales for resale help offset the rates for the owner communities, help manage variability and high noncarbon output during lower-load conditions and benefit the regional grid by providing access to the reliable, economic and environmental performance of Platte River's resources.

Wheeling

Wheeling revenues represent payments from other parties that use Platte River's transmission system. Platte River will charge others for transmission service under its Wholesale Transmission Service tariff until joining the SPP RTO. In the SPP RTO, SPP will become the transmission service provider and will collect wheeling revenue on Platte River's behalf under SPP's transmission tariff.

Renewable energy certificate sales

REC sales represent proceeds from the sale of RECs, which are renewable attributes unbundled from renewable energy and separately sold in the open market. These sales eliminate Platte River's ability to claim those attributes in its own noncarbon metrics.

Transmission congestion rights

Transmission congestion rights are a new revenue stream from participation in the SPP RTO and represent payments from financial rights that hedge against congestion costs in the SPP RTO, allowing holders to offset price differences between two settlement locations on the transmission system.

Operating reserves

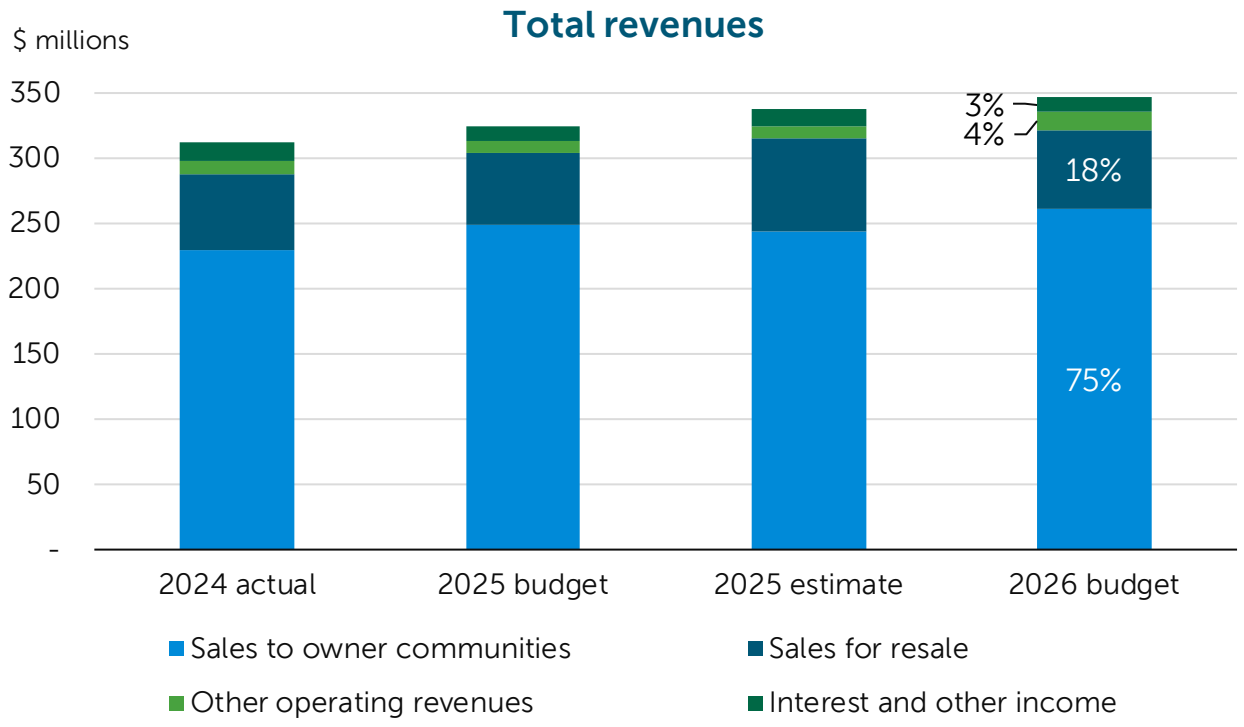
Operating reserves revenues are also a new revenue stream from participation in the SPP RTO and represent payments for providing reliability services to the market.

Other revenues

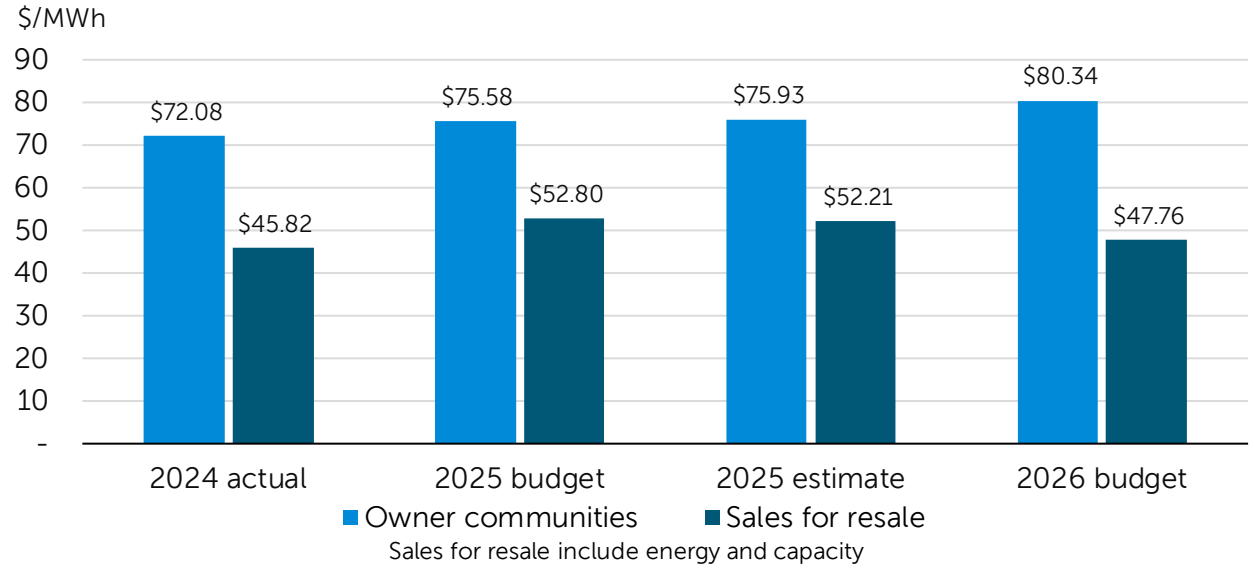
Interest and other income

Interest and other income represent a small portion of the revenue budget. Interest income fluctuates with investment balances and interest rates. Other income includes fiber leases, fiber administration fees, a dividend from Trapper Mine, the bison program net of expenses and other miscellaneous revenues.

Total revenues ($000)	2024 actual	2025 budget	2025 estimate	2026 budget
Operating revenues				
Sales to owner communities	$ 229,323	$ 248,437	$ 243,936	$ 260,921
Sales for resale - long-term	16,634	17,642	17,560	9,158
Sales for resale - short-term	41,408	37,629	53,082	50,922
Wheeling	10,158	9,452	9,558	7,619
Renewable energy certificate sales	-	-	-	2,105
Transmission congestion rights	-	-	-	3,750
Operating reserves	-	-	-	1,289
Total operating revenues	297,523	313,160	324,136	335,764
Other revenues				
Interest income	11,756	10,546	11,033	9,591
Other income	2,917	851	1,930	843
Total other revenues	14,673	11,397	12,963	10,434
Total revenues	$ 312,196	$ 324,557	$ 337,099	$ 346,198

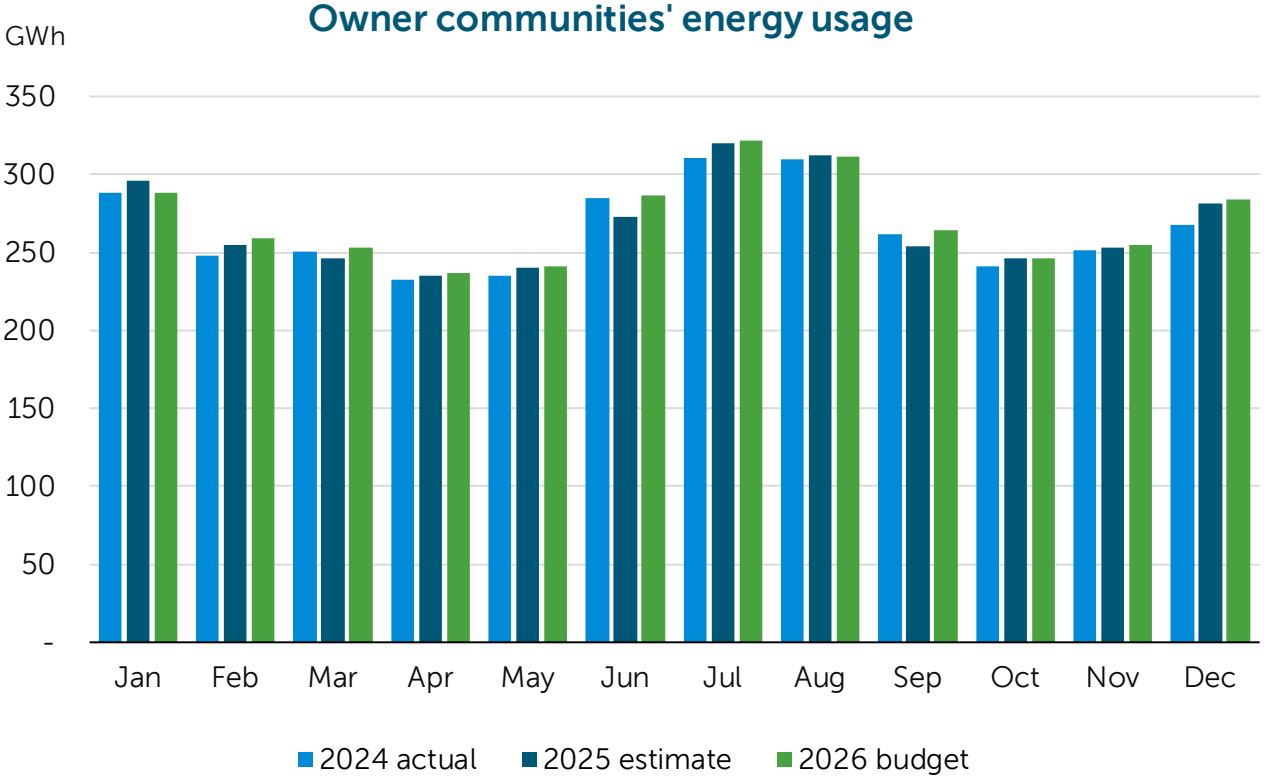


Average owner community rate and sales for resale price



Sales for resale include energy and capacity

Owner communities' energy usage



Owner communities' loads	2024 actual	2025 budget	2025 estimate	2026 budget
Summer peak demand (MW) [1]	691	701	678	673
Nonsummer peak demand (MW) [1]	529	502	517	516
Metered coincident demand (MW) [2]	6,144	6,302	6,239	6,246
Billing determinants [2] [3]				
Noncoincident billing demand (MW)	6,734	6,847	6,757	6,723
Coincident billing demand (MW)	6,655	6,786	6,686	6,666
Energy (MWh)	3,181,430	3,287,172	3,212,859	3,247,675
Sales for resale				
Energy (MWh) [4]	1,266,660	1,046,709	1,352,923	1,265,780
Capacity (MW-Mo) [2]	1,555	2,165	2,165	1,700

(1) Summer season is June through September. The nonsummer season is January through May and October through December.

(2) Accumulated monthly values.

(3) Billing demand is subject to a monthly minimum demand charge and excludes large customer service.

(4) Includes long-term and short-term sales.

Sales to owner communities	2024 actual	2025 budget	2025 estimate	2026 budget
Fort Collins				
Owner community allocation	47.3%	47.0%	47.0%	46.7%
Noncoincident billing demand (MW) [1]	3,011	3,075	3,016	3,004
Coincident billing demand (MW) [1]	3,007	3,070	3,012	3,004
Energy supplied (MWh)	1,471,417	1,527,900	1,485,410	1,507,696
Owner community charge	$ 7,409,154	$ 8,652,432	$ 8,652,437	$ 9,437,700
Demand charges				
Transmission demand	$ 20,109,926	$ 20,602,608	$ 20,080,334	$ 21,150,888
Generation demand	16,727,863	20,008,538	19,709,831	21,572,442
Total demand charges	$ 36,837,789	$ 40,611,146	$ 39,790,165	$ 42,723,330
Energy charges				
Fixed cost energy	$ 24,734,516	$ 27,043,822	$ 26,291,762	$ 28,208,999
Variable cost energy	35,711,286	37,555,772	36,511,384	38,943,798
Total energy charges	$ 60,445,802	$ 64,599,594	$ 62,803,146	$ 67,152,797
Total charges	$ 104,692,745	$ 113,863,172	$ 111,245,748	$ 119,313,827
Average blended rate ($/MWh)	$ 71.15	$ 74.52	$ 74.89	$ 79.14
Longmont				
Owner community allocation	25.7%	25.9%	25.9%	26.2%
Noncoincident billing demand (MW) [1]	1,887	1,908	1,882	1,882
Coincident billing demand (MW) [1]	1,864	1,901	1,871	1,878
Energy supplied (MWh)	836,157	865,021	842,254	852,672
Owner community charge	$ 4,028,963	$ 4,776,612	$ 4,776,617	$ 5,284,704
Demand charges				
Transmission demand	$ 12,604,933	$ 12,781,915	$ 12,521,887	$ 13,246,936
Generation demand	10,383,287	12,391,488	12,254,389	13,487,978
Total demand charges	$ 22,988,220	$ 25,173,403	$ 24,776,276	$ 26,734,914
Energy charges				
Fixed cost energy	$ 14,055,801	$ 15,310,876	$ 14,907,902	$ 15,953,492
Variable cost energy	20,293,532	21,262,220	20,702,613	22,024,515
Total energy charges	$ 34,349,333	$ 36,573,096	$ 35,610,515	$ 37,978,007
Total charges	$ 61,366,516	$ 66,523,111	$ 65,163,408	$ 69,997,625
Average blended rate ($/MWh)	$ 73.39	$ 76.90	$ 77.37	$ 82.09

Sales to owner communities (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Loveland				
Owner community allocation	22.8%	22.8%	22.8%	22.8%
Noncoincident billing demand (MW) [1]	1,562	1,587	1,571	1,556
Coincident billing demand (MW) [1]	1,556	1,582	1,563	1,552
Energy supplied (MWh)	737,328	751,399	746,713	747,240
Owner community charge	$ 3,115,355	$ 3,675,024	$ 3,675,029	$ 4,047,900
Demand charges				
Transmission demand	$ 10,435,783	$ 10,630,677	$ 10,452,838	$ 10,951,911
Generation demand	8,670,168	10,310,229	10,246,210	11,143,875
Total demand charges	$ 19,105,951	$ 20,940,906	$ 20,699,048	$ 22,095,786
Energy charges				
Fixed cost energy	$ 10,969,659	$ 11,687,782	$ 11,595,858	$ 12,282,357
Variable cost energy and large customer service	20,748,764	21,579,890	21,462,192	22,470,682
Total energy charges	$ 31,718,423	$ 33,267,672	$ 33,058,050	$ 34,753,039
Total charges	$ 53,939,729	$ 57,883,602	$ 57,432,127	$ 60,896,725
Average blended rate ($/MWh)	$ 73.16	$ 77.03	$ 76.91	$ 81.50
Estes Park				
Owner community allocation	4.2%	4.3%	4.3%	4.3%
Noncoincident billing demand (MW) [1]	274	277	288	281
Coincident billing demand (MW) [1]	228	233	240	232
Energy supplied (MWh)	136,528	142,852	138,482	140,067
Owner community charge	$ 659,741	$ 786,588	$ 786,585	$ 868,992
Demand charges				
Transmission demand	$ 1,830,995	$ 1,858,289	$ 1,899,571	$ 1,982,084
Generation demand	1,233,623	1,482,503	1,553,948	1,623,447
Total demand charges	$ 3,064,618	$ 3,340,792	$ 3,453,519	$ 3,605,531
Energy charges				
Fixed cost energy	$ 2,286,914	$ 2,528,482	$ 2,451,122	$ 2,620,645
Variable cost energy	3,312,831	3,511,306	3,403,874	3,617,918
Total energy charges	$ 5,599,745	$ 6,039,788	$ 5,854,996	$ 6,238,563
Total charges	$ 9,324,104	$ 10,167,168	$ 10,095,100	$ 10,713,086
Average blended rate ($/MWh)	$ 68.29	$ 71.17	$ 72.90	$ 76.49

Sales to owner communities (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Total owner communities				
Owner community allocation	100.0%	100.0%	100.0%	100.0%
Noncoincident billing demand (MW) [1]	6,734	6,847	6,757	6,723
Coincident billing demand (MW) [1]	6,655	6,786	6,686	6,666
Energy supplied (MWh)	3,181,430	3,287,172	3,212,859	3,247,675
Owner community charge	$ 15,213,213	$ 17,890,656	$ 17,890,668	$ 19,639,296
Demand charges				
Transmission demand	$ 44,981,637	$ 45,873,489	$ 44,954,630	$ 47,331,819
Generation demand	37,014,941	44,192,758	43,764,378	47,827,742
Total demand charges	$ 81,996,578	$ 90,066,247	$ 88,719,008	$ 95,159,561
Energy charges				
Fixed cost energy	$ 52,046,890	$ 56,570,962	$ 55,246,644	$ 59,065,493
Variable cost energy and large customer service	80,066,413	83,909,188	82,080,063	87,056,913
Total energy charges	$ 132,113,303	$ 140,480,150	$ 137,326,707	$ 146,122,406
Total charges	$ 229,323,094	$ 248,437,053	$ 243,936,383	$ 260,921,263
Average blended rate ($/MWh)	$ 72.08	$ 75.58	$ 75.93	$ 80.34

(1) Accumulated monthly values.

Operating expenses

Expenses incurred to generate and deliver electricity include purchased power, fuel, production, transmission and administrative and general. In addition, operating expenses include investments in DER. The production cost model determines the majority of budgeted expenses for purchased power and fuel, whereas expenses for production, transmission, administrative and general and DER are predominately determined by departmental budgets. Platte River emphasizes preventive and predictive maintenance to help control expenses, while also investing in strategic initiatives and working to advance the Resource Diversification Policy.

Purchased power

Purchased power is the largest classification of operating expenses. Purchased power includes purchases under long-term contracts for wind, solar and hydropower energy. Other purchases supplement additional energy and operating reserve requirements. Purchased power fluctuates with weather, market conditions and outages.

Platte River continues to diversify its resource portfolio by adding more noncarbon resources and by relying less on coal-fired resources through the PPAs listed below.

Wind

Wind generation includes 297 MW of nameplate capacity provided under long-term PPAs. The agreements are for deliveries from the following facilities.

- Roundhouse Wind Energy Center (225 MW) in Wyoming; contract ends May 31, 2042.
- Spring Canyon Wind Energy Center Phase II and III (60 MW combined) in Colorado; contracts end Oct. 31, 2039, and Dec. 10, 2039, respectively. To accommodate additional energy available from the Roundhouse Wind Energy Center and reduce ancillary services expense, Platte River sold the energy and renewable attribute from these sites under a 10-year contract that began in 2020. This energy is therefore not delivered to the owner communities for the term of the sales contract. At the end of the sales contract, the energy will return to Platte River.
- Silver Sage Windpower Project (12 MW) in Wyoming; contract ends Sept. 30, 2029. To accommodate additional wind available from the Roundhouse Wind Energy Center and to reduce transmission and ancillary services expenses, Platte River sold the energy and renewable attribute from this site under a long-term contract. This energy is therefore not delivered to the owner communities.

Solar and associated battery storage

Solar generation includes 309 MW of nameplate capacity with 2 MWh of battery storage provided under long-term PPAs. The agreements are for deliveries from the following facilities.

- Black Hollow Sun project phase 1 and phase 2 (257 MW combined) in Weld County; contract ends 20 calendar years from the first Jan. 1 after phase 2 achieves commercial operation, expected in fall 2026.
- Rawhide Flats Solar facility (30 MW) located at the Rawhide Energy Station; contract ends Dec. 14, 2041.
- Rawhide Prairie Solar facility (22 MW) located at the Rawhide Energy Station; contract ends March 18, 2041. This project has an integrated battery storage system of 2 MWh, which can be discharged once daily at a rate up to 1 MW per hour.

Hydropower

Platte River receives hydropower under two long-term contracts with WAPA. The hydropower contracts are subject to periodic price changes. The CRSP and LAP contracts end Sept. 30, 2057, and Sept. 30, 2054, respectively.

- CRSP contract rate of delivery amounts are 106 MW in the summer and 136 MW in the winter, which are not being met due to drought conditions. Actual capacity available varies by month. During the summer season, estimated available capacity ranges from 30 MW to 45 MW. In the winter season, estimated available capacity ranges from 36 MW to 42 MW. Available capacity and energy may further change with drought conditions, and if conditions worsen, there may be periods with no delivered energy.
- LAP capacity is 30 MW in the summer and 32 MW in the winter. The available capacity from LAP varies from 23 MW to 30 MW in the summer season and 26 MW to 32 MW in the winter season.

Other purchases

Market purchases provide energy through participation in the SPP WEIS market and SPP RTO as previously described in the strategic initiatives and revenues sections.

Bilateral purchases involve a single counterparty and are specifically negotiated deals. These provide energy to satisfy loads, replace power during outages and meet reserve requirements.

Platte River purchases capacity of approximately 4.022 MW and 0.333 MW from Fort Collins and Loveland community solar facilities, respectively. For these two facilities, the owner communities retain the renewable attributes and the facilities are not part of Platte River's noncarbon resource portfolio.

Fuel

Fuel expense is one of the largest classifications of operating expenses, although it has declined as a percentage of total operating expenses as fossil-fueled generation becomes a smaller component of Platte River's resource portfolio. Changes to market conditions, primarily in coal and natural gas pricing, have significant impact on fuel expense. Fuel expense includes coal purchased for Rawhide Unit 1 and Craig Unit 2, and natural gas purchased for the frame units. The production cost model determines the majority of fuel

expense for the budget year, which fluctuates with commodity prices, and as resource availability changes with outages and market conditions, including weather.

Rawhide Unit 1 (280 MW) is Platte River's largest baseload resource. As Platte River adds more noncarbon energy to its resource portfolio and participates in organized energy markets that help balance regional noncarbon generation, Rawhide Unit 1 operates with greater variability to accommodate higher intermittent renewable resource output.

Platte River purchases coal for Rawhide Unit 1 under a long-term contract that supplies all coal needed through the unit's life. The coal price defaults to a market index unless Platte River chooses to use price lock provisions outlined in the contract, which Platte River has exercised for 2026 projected coal purchases. The current coal contract is for low-sulfur coal from Antelope Mine in the Powder River Basin in Wyoming. A long-term transportation contract through 2026 establishes a base rate per delivered ton, which is subject to an annual adjustment based on specified indices and a fuel adjustment charge.

Platte River owns 18% of Craig Unit 2 (74 MW). Platte River purchases coal for Craig Unit 2 under a long-term contract with Trapper Mining, Inc. The agreement with Trapper Mining currently runs through 2025 and will be extended through September 2028. Platte River has a minority ownership share of the mine. Platte River will work to structure future fuel supply deliveries and fuel inventory levels to align with operations and the planned closure timeline of Craig Unit 2. As mining operations at Trapper Mine begin to wind down, final reclamation efforts will ramp up significantly over the next several years. These activities will be followed by a ten-year monitoring period to ensure compliance and environmental stewardship.

Natural gas-fired combustion turbines include five simple-cycle frame combustion turbines: four General Electric 7EAs (Rawhide units A and C, 75 MW each; Rawhide units B and D, 65 MW each) and one General Electric 7FA (Rawhide Unit F, 145 MW). The combustion turbines meet peak load demand, provide reserves during outages of the coal-fired units and serve sales for resale. Platte River purchases natural gas at market prices as needed. Natural gas needs fluctuate with load, market energy prices and the addition of noncarbon energy resources. Platte River is engaged in long-term natural gas planning and developing strategies to strengthen its supply as Rawhide Unit 1 approaches retirement.

Production

Production expenses include operations and maintenance expenses (excluding fuel) incurred for the Rawhide Energy Station, the Craig Generating Station and power operations. Rawhide expenses are predominately determined by departmental budgets. Craig expenses are determined by Tri-State Generation and Transmission Association, Inc. (Tri-State), the operating agent, and approved by the engineering and operations committee, of which Platte River is a member.

Rawhide Energy Station

Rawhide Unit 1 is Platte River's largest resource and will retire by the end of 2029. Platte River plans continued investment in preventive and predictive maintenance so that the resource is reliable, safe and compliant through its remaining operating life. Based on needs ahead of

retirement, the final scheduled major maintenance outage is planned for the fall of 2025. After this outage, no accruals for estimated future costs are expected. Personnel expenses that are charged to operations and maintenance can fluctuate with labor charged to capital projects and fluctuations in headcount in any given year.

Craig Generating Station

Routine operations and maintenance expenses for Craig Unit 2 maintain reliability and environmental compliance until retirement. To limit reliance on coal-fired resources and avoid excessive capital costs to comply with changing environmental regulations, participants in Craig Unit 2 agreed to retire the facility by September 2028.

Power operations

Power operations relates to managing resources, including purchases, to meet load and sales for resale obligations. The focus is to provide the owner communities with a reliable energy supply, cost-effectively optimize how that demand is served and create additional value through the sale of available energy and capacity to third parties.

Transmission

Transmission maintenance supports the safe and reliable delivery of power across Platte River's regional transmission system. Transmission expenses also include Platte River's share of operating and maintaining jointly owned transmission facilities, ancillary services and transmission wheeling expenses for load. Transmission expenses are primarily developed through departmental budgets. Personnel expenses charged to operations and maintenance can fluctuate with the amount of labor charged to capital projects and changes in headcount in any given year.

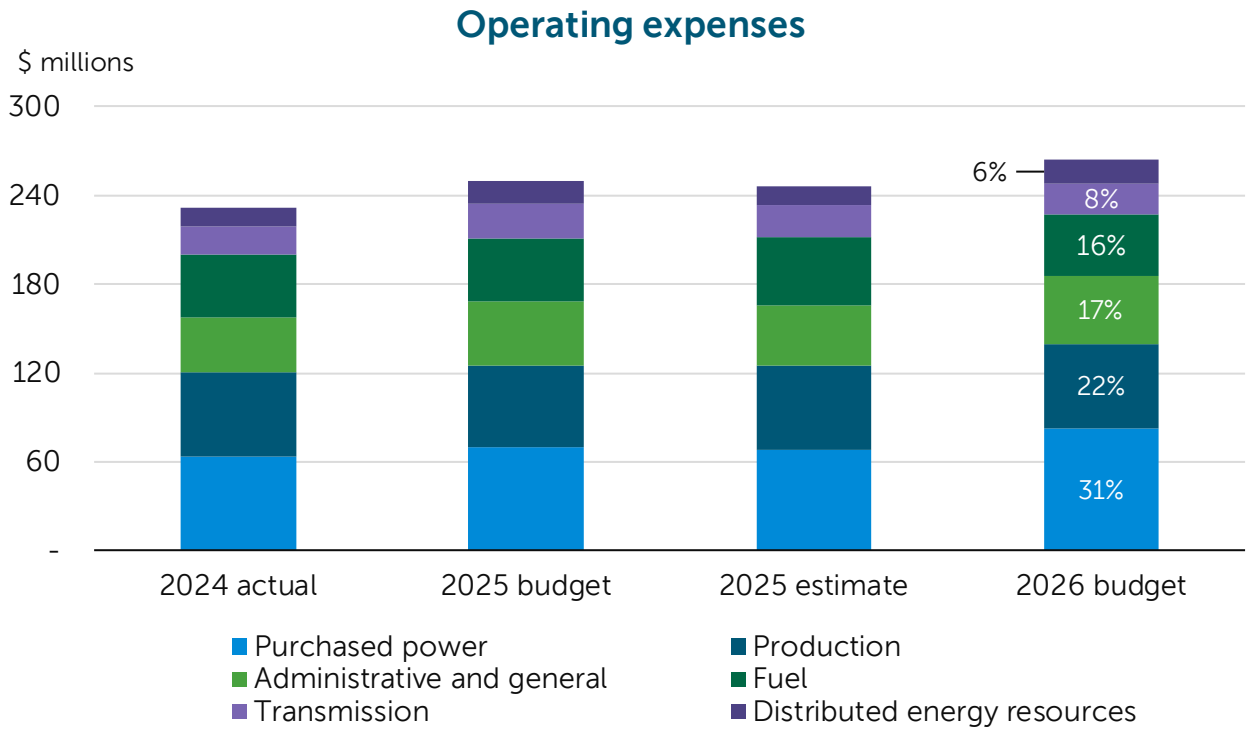
Administrative and general

Administrative and general expenses include all expenses incurred that are not directly allocated to capital or assigned to fuel, production, transmission or DER. These expenses include those related to the general manager, communications, community and government affairs, human resources, safety, general counsel, technology services, financial services, facilities and fleet. The largest expense is personnel, which includes salaries and benefits. With the changing environment and continued focus on operational excellence, Platte River has invested and will continue to invest in employees to achieve strategic initiatives and goals.

Distributed energy resources

DER expenses include all expenses to administer and implement Platte River's DER programs. Distributed energy solutions investment continues due to its success and positive system and community benefits. Development and testing continue with other DER, DERMS and demand response programs as Platte River works to implement the long-range DER strategy to support the resource diversification planning and integration strategic initiative and the Resource Diversification Policy.

Operating expenses ($000)	2024 actual	2025 budget	2025 estimate	2026 budget
Purchased power	$ 63,230	$ 69,789	$ 68,200	$ 82,484
Fuel	42,173	42,435	46,184	41,088
Production	56,950	55,512	56,493	57,070
Transmission	19,590	23,901	22,004	21,477
Administrative and general	37,448	43,186	40,627	46,168
Distributed energy resources	12,003	15,200	12,322	15,827
Total operating expenses	$ 231,394	$ 250,023	$ 245,830	$ 264,114



Purchased power	2024 actual	2025 budget	2025 estimate	2026 budget
Wind				
Roundhouse				
Energy (MWh)	845,451	837,468	861,177	837,499
Energy $	$ 14,626,254	$ 14,488,210	$ 14,898,835	$ 14,488,742
Spring Canyon II [1]				
Energy (MWh)	71,930	125,208	114,135	125,208
Energy $	$ 2,435,698	$ 4,339,994	$ 3,957,999	$ 4,448,146
Spring Canyon III [1]				
Energy (MWh)	96,334	105,945	105,816	105,945
Energy $	$ 3,248,652	$ 3,665,331	$ 3,660,893	$ 3,756,682
Silver Sage [2]				
Energy (MWh)	31,044	37,850	33,663	37,850
Energy $	$ 2,126,284	$ 2,655,268	$ 2,363,641	$ 2,721,664
Medicine Bow				
Energy (MWh)	9,446	-	-	-
Energy $	$ 370,429	$ -	$ -	$ -
Total wind				
Energy (MWh)	1,054,205	1,106,471	1,114,791	1,106,502
Energy $	$ 22,807,317	$ 25,148,803	$ 24,881,368	$ 25,415,234
Solar				
Black Hollow Sun				
Energy (MWh)	-	220,160	149,864	423,399
Energy $	$ -	$ 6,996,682	$ 4,543,032	$ 13,632,051
Rawhide Flats Solar				
Energy (MWh)	61,049	59,226	61,967	59,993
Energy $	$ 3,263,062	$ 3,165,645	$ 3,321,695	$ 3,206,601
Rawhide Prairie Solar				
Energy (MWh)	42,956	51,517	46,972	52,525
Energy $	$ 1,334,278	$ 1,693,583	$ 1,527,952	$ 1,726,363
Total solar				
Energy (MWh)	104,005	330,903	258,803	535,917
Energy $	$ 4,597,340	$ 11,855,910	$ 9,392,679	$ 18,565,015
Hydropower				
WAPA-CRSP				
Demand (MW-Mo)	1,450	1,450	1,450	1,450
Demand $	$ 7,612,512	$ 7,612,512	$ 7,612,512	$ 7,993,140
Energy (MWh)	361,648	297,904	341,401	281,456
Energy $	$ 4,469,964	$ 3,682,096	$ 4,219,721	$ 3,652,734
Total CRSP	$ 12,082,476	$ 11,294,608	$ 11,832,233	$ 11,645,874

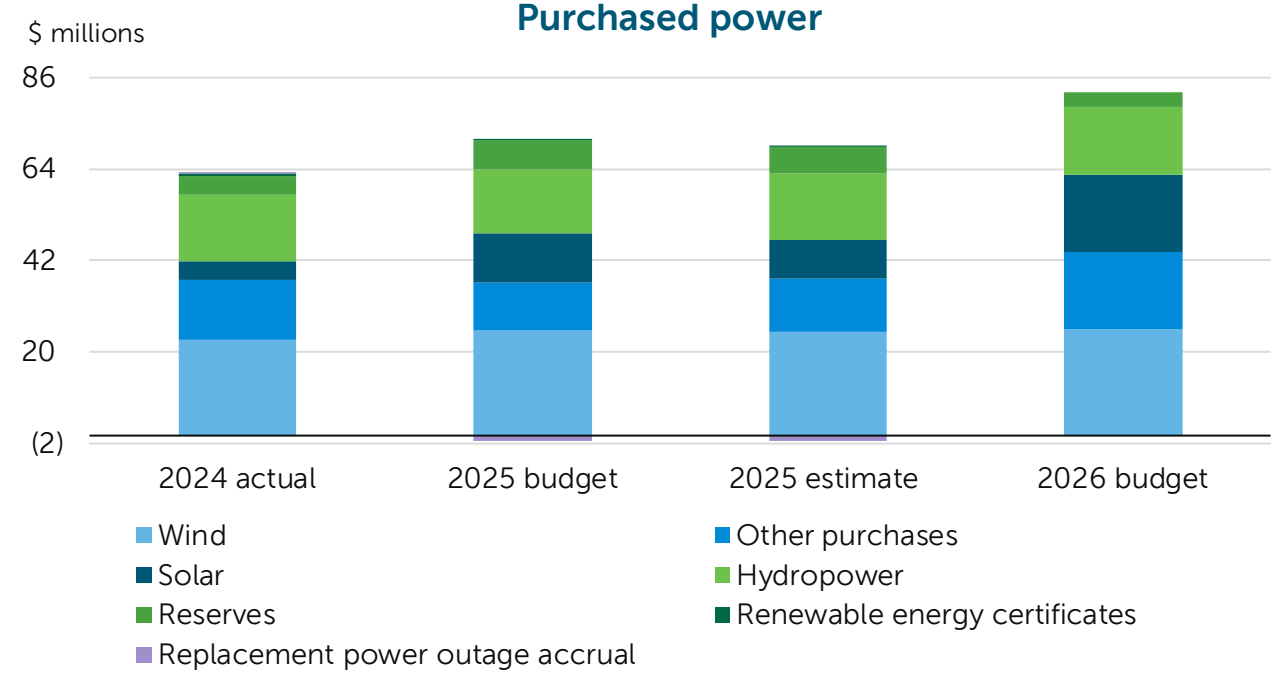
Purchased power (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Hydropower (continued)				
WAPA-LAP				
Demand (MW-Mo)	372	369	369	369
Demand $	$ 1,784,131	$ 1,926,306	$ 1,926,306	$ 2,084,988
Energy (MWh)	109,196	108,502	108,026	108,025
Energy $	$ 1,999,388	$ 2,161,366	$ 2,155,379	$ 2,327,946
Total LAP	$ 3,783,519	$ 4,087,672	$ 4,081,685	$ 4,412,934
Total hydropower				
Demand (MW-Mo)	1,822	1,819	1,819	1,819
Demand $	$ 9,396,643	$ 9,538,818	$ 9,538,818	$ 10,078,128
Energy (MWh)	470,844	406,406	449,427	389,481
Energy $	$ 6,469,352	$ 5,843,462	$ 6,375,100	$ 5,980,680
Total $	$ 15,865,995	$ 15,382,280	$ 15,913,918	$ 16,058,808
Other purchases				
Market purchases				
Energy (MWh)	985,937	866,367	634,415	603,742
Energy $	$ 13,993,490	$ 10,641,291	$ 8,784,741	$ 16,038,805
Bilateral purchases				
Energy (MWh)	13,256	26,819	98,545	67,211
Energy $	$ 443,647	$ 743,703	$ 3,714,983	$ 2,521,228
Owner community solar programs [3]				
Energy (MWh)	7,270	7,639	7,168	7,613
Energy $	$ 286,765	$ 178,818	$ 260,664	$ 227,330
Forced outage exchange				
Energy (MWh)	(9,500)	-	-	-
Energy $	$ (217,621)	$ -	$ -	$ -
Total other purchases				
Energy (MWh)	996,963	900,825	740,128	678,566
Energy $	$ 14,506,281	$ 11,563,812	$ 12,760,388	$ 18,787,363
Reserves	$ 4,585,251	$ 6,976,092	$ 6,389,352	$ 3,657,405
Renewable energy certificates	$ 550,220	$ 134,375	$ 134,375	$ -
Replacement power outage accrual	$ 317,190	$ (1,272,281)	$ (1,272,281)	$ -
Total purchased power	$ 63,229,594	$ 69,788,991	$ 68,199,799	$ 82,483,825

(1) Effective June 2020, Spring Canyon II and III energy and renewable attributes have been sold to a third party.

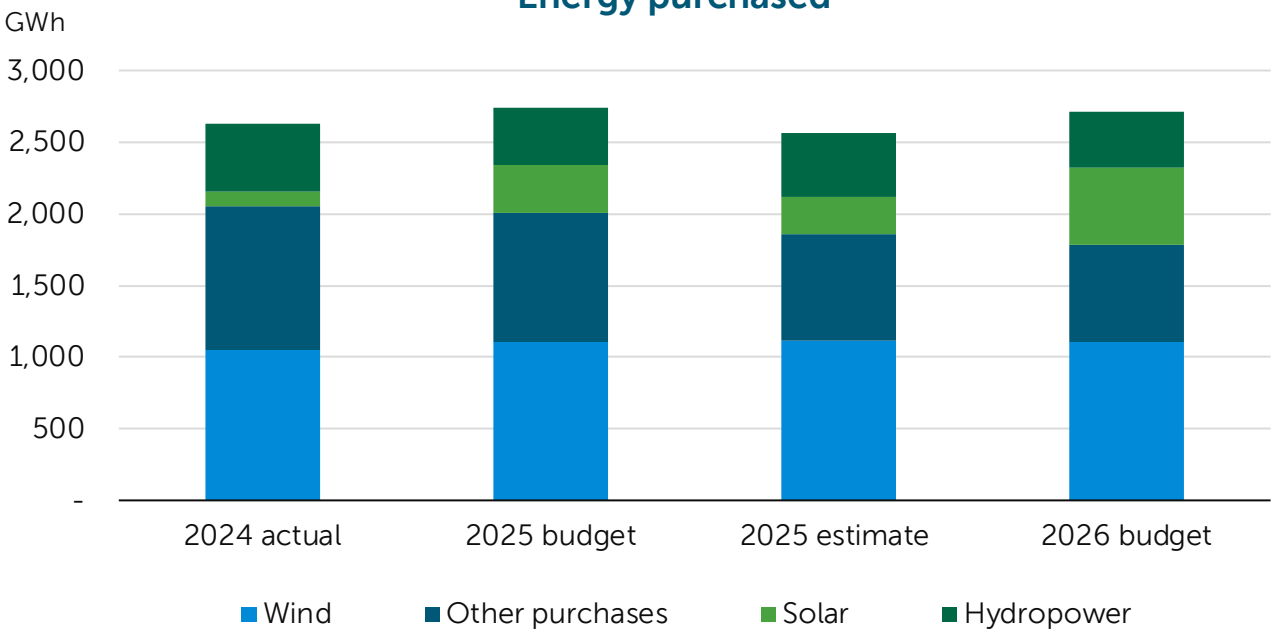
(2) Effective October 2018, Silver Sage energy and the renewable attribute have been sold to a third party.

(3) The owner communities retain the renewable attributes.

Purchased power

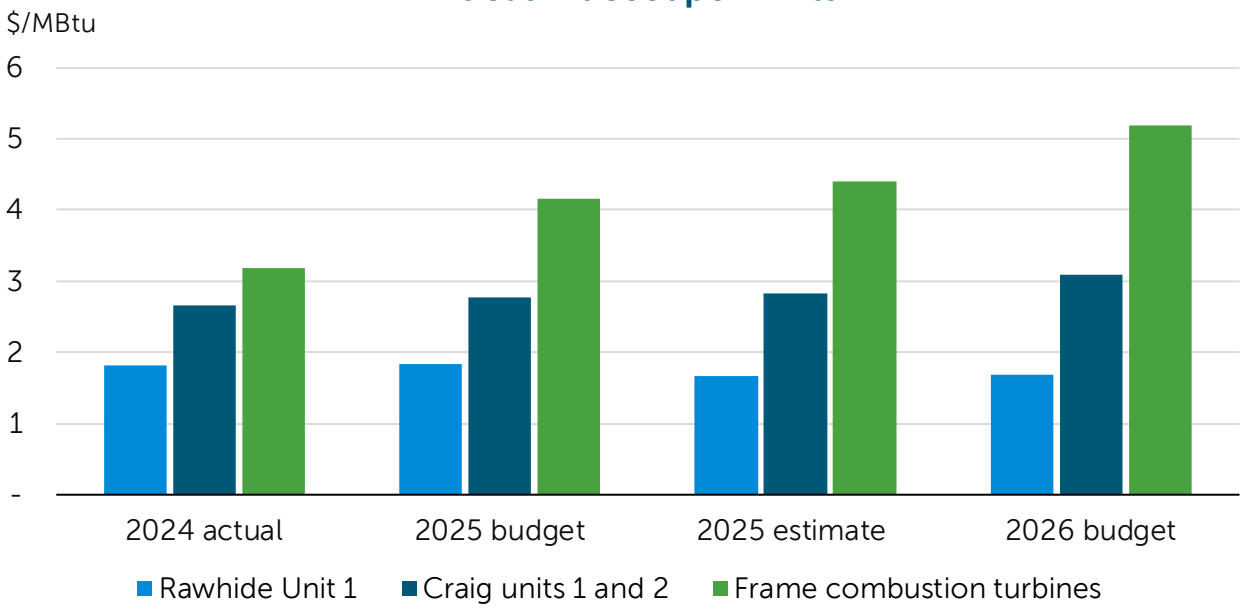


Energy purchased

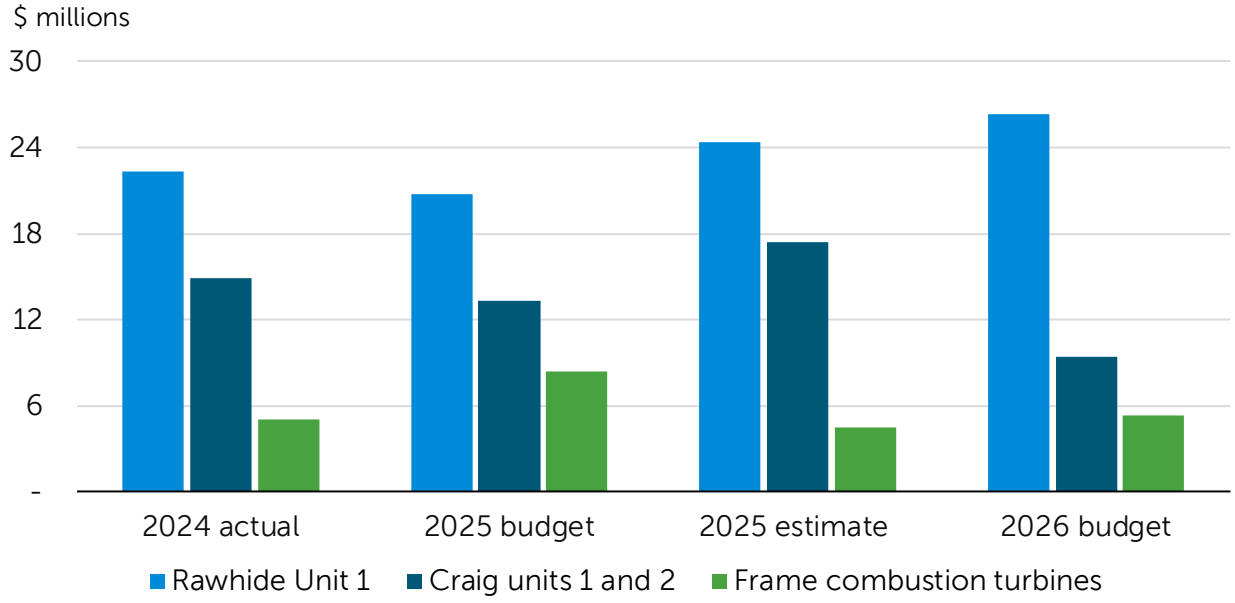


Fuel	2024 actual	2025 budget	2025 estimate	2026 budget
Rawhide Unit 1				
Coal burned (MBtu)	12,241,754	11,302,576	14,532,776	15,581,531
$/MBtu	$ 1.78	$ 1.77	$ 1.62	$ 1.65
Coal expense	$ 21,816,849	$ 19,962,720	$ 23,587,712	$ 25,777,774
Car lease and other	3,730	22,000	28,000	4,500
Oil	126,330	200,000	251,149	80,000
Fuel ash disposal	(142,161)	(100,000)	(142,910)	(100,000)
Fuel handling	453,270	572,466	556,117	500,238
Testing and analysis	50,197	49,000	68,721	59,000
Total Rawhide Unit 1	$ 22,308,215	$ 20,706,186	$ 24,348,789	$ 26,321,512
Craig units 1 and 2				
Coal burned (MBtu)	5,587,367	4,809,905	6,129,789	3,047,580
$/MBtu	$ 2.59	$ 2.69	$ 2.74	$ 2.82
Coal expense	$ 14,494,307	$ 12,959,330	$ 16,804,481	$ 8,593,125
Oil	24,464	20,000	15,860	30,000
Natural gas	40,120	130,000	73,498	70,000
Fuel handling	286,393	213,304	469,981	721,041
Total Craig units 1 and 2	$ 14,845,284	$ 13,322,634	$ 17,363,820	$ 9,414,166
Rawhide units A, B, C, D and F (frame combustion turbines)				
Natural gas burned (MBtu)	1,575,608	2,021,874	1,015,735	1,033,224
$/MBtu	$ 3.12	$ 4.11	$ 4.40	$ 5.08
Natural gas expense	$ 4,909,314	$ 8,306,668	$ 4,466,657	$ 5,252,323
Other gas expense	110,102	100,000	4,903	100,000
Total Rawhide units A, B, C, D and F (frame combustion turbines)	$ 5,019,416	$ 8,406,668	$ 4,471,560	$ 5,352,323
Total fuel	$ 42,172,915	$ 42,435,488	$ 46,184,169	$ 41,088,001

Fuel unit cost per MBtu

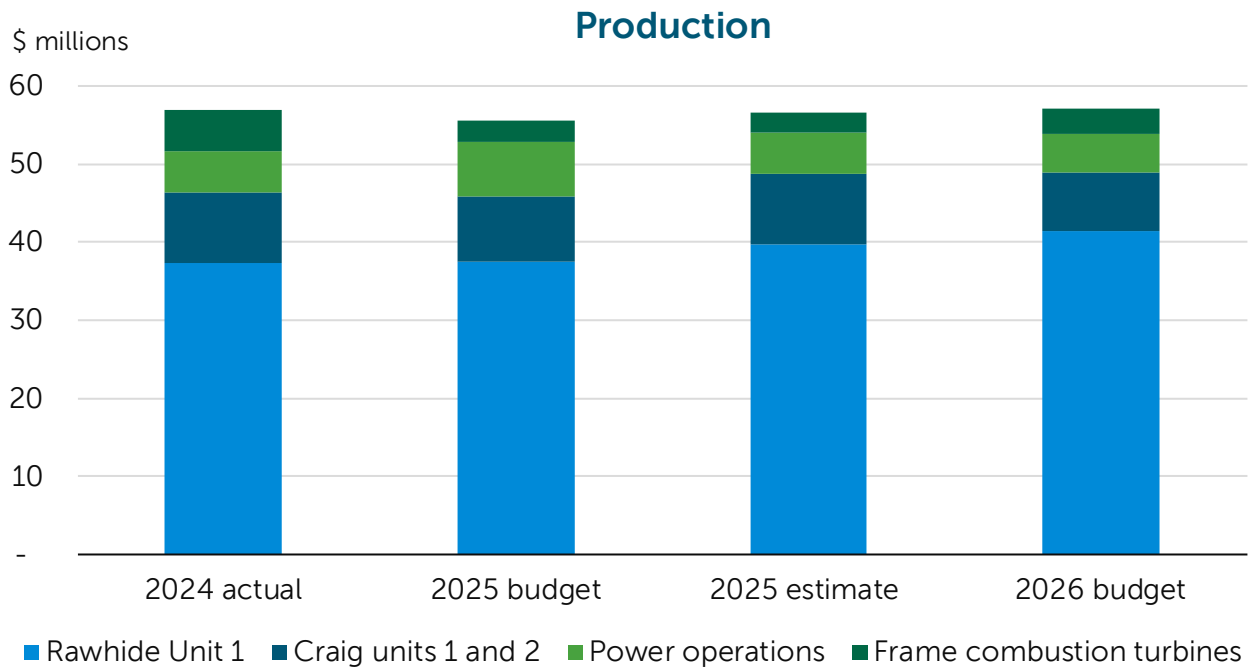


Fuel

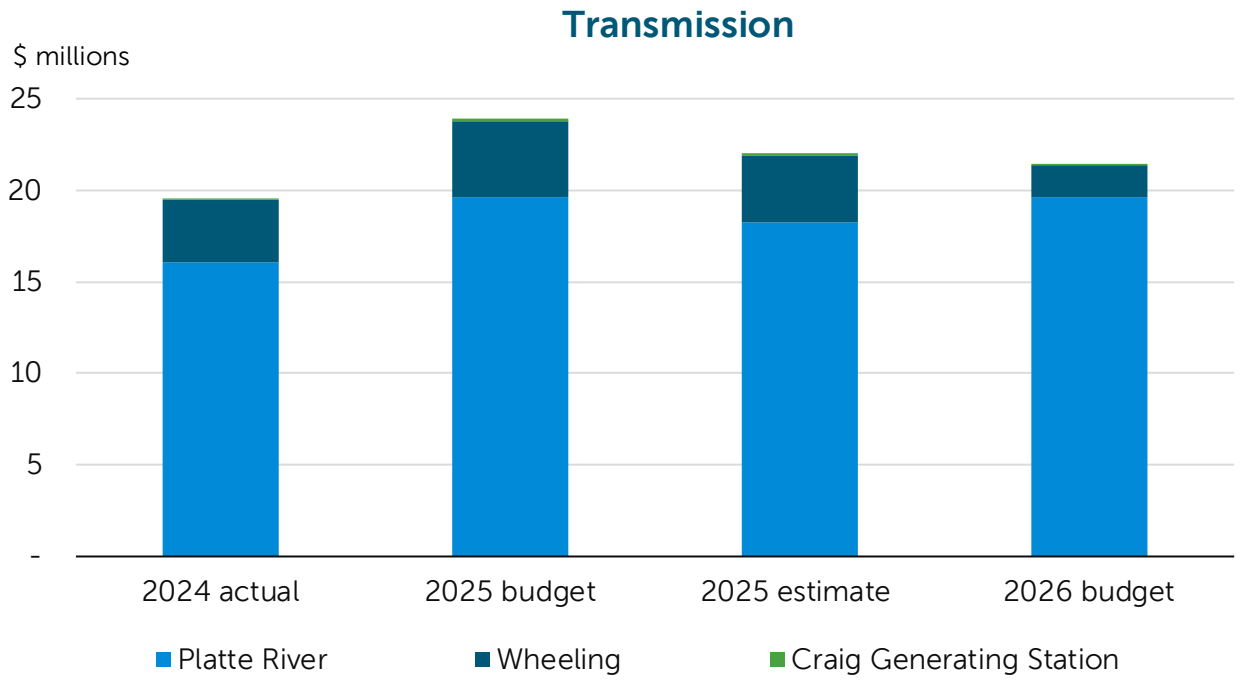


Production	2024 actual	2025 budget	2025 estimate	2026 budget
Rawhide Unit 1				
Personnel expenses				
Regular wages	$ 10,899,990	$ 11,016,215	$ 10,998,405	$ 11,026,947
Overtime wages	1,436,274	2,505,958	2,744,764	1,738,480
Benefits allocation	5,189,309	6,140,764	6,211,778	6,392,045
Total personnel expenses	17,525,573	19,662,937	19,954,947	19,157,472
Operations and maintenance				
Office expenses	8,046	19,200	14,536	18,000
Safety expenses	80,891	129,700	98,702	132,255
Furniture and equipment	10,403	20,200	25,473	20,200
Local business expense	36,755	54,650	54,611	41,977
Postage and deliveries	8,034	23,500	23,452	11,330
O&M materials and supplies	3,375,922	7,496,735	8,234,674	4,598,217
Gasoline and diesel	67,986	152,570	123,843	81,200
Tools and shop equipment	48,278	83,820	68,352	83,300
Outage accrual	3,891,985	(10,397,526)	(10,397,526)	-
Total operations and maintenance	7,528,300	(2,417,151)	(1,753,883)	4,986,479
Contractual services				
Contracted services	6,471,291	13,408,458	14,906,645	7,864,683
Insurance	1,231,708	1,409,512	1,319,056	1,400,667
Travel and training	310,060	301,825	367,949	394,831
Telephone services	44,568	35,013	32,918	2,004
Utilities	608,297	494,628	358,606	520,173
Dues, memberships and fees	66,301	30,120	27,218	33,400
Total contractual services	8,732,225	15,679,556	17,012,392	10,215,758
Windy Gap				
Contracted services	84,036	-	-	35,000
Pooled financing expenses	2,964,246	3,769,570	3,526,004	5,900,453
Leases and rents	411,705	786,492	888,066	1,165,068
Total Windy Gap	3,459,987	4,556,062	4,414,070	7,100,521
Total Rawhide Unit 1	37,246,085	37,481,404	39,627,526	41,460,230
Craig units 1 and 2				
Operating expenses	9,168,804	8,328,662	9,151,502	7,406,669
Fiscal impact payment	23,209	23,209	23,209	23,209
Total Craig units 1 and 2	9,192,013	8,351,871	9,174,711	7,429,878
Total thermal	46,438,098	45,833,275	48,802,237	48,890,108

Production (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Rawhide units A, B, C, D and F (frame combustion turbines)				
Personnel expenses				
Regular wages	$ 562,326	$ 884,645	$ 575,958	$ 879,267
Overtime wages	209,189	122,621	166,228	168,657
Benefits allocation	340,220	459,260	342,098	495,064
Total personnel expenses	1,111,735	1,466,526	1,084,284	1,542,988
O&M materials and supplies	527,907	405,314	496,725	661,588
Contracted services	3,079,306	540,902	605,042	592,752
Insurance	543,513	262,988	240,688	273,862
Travel and training	12,264	37,000	28,502	31,450
Telephone services	652	600	595	700
Utilities	1,015	3,000	2,262	1,500
Dues, memberships and fees	8,979	49,500	49,266	49,500
Total Rawhide units A, B, C, D and F (frame combustion turbines)	5,285,371	2,765,830	2,507,364	3,154,340
Power operations				
Personnel expenses				
Regular wages	2,654,011	3,465,912	2,931,136	2,666,311
Overtime wages	68,023	90,843	89,214	56,669
Benefits allocation	1,156,459	1,586,663	1,331,233	1,371,455
Total personnel expenses	3,878,493	5,143,418	4,351,583	4,094,435
Local business expense	1,717	3,200	4,976	3,500
Craig units 1 and 2 operating expenses	44,826	30,834	51,498	35,000
Contracted services	1,207,738	1,606,217	679,364	773,755
Travel and training	58,884	77,100	52,138	75,546
Telephone services	13,115	20,566	15,142	7,200
Dues, memberships and fees	21,853	31,475	29,310	36,592
Total power operations	5,226,626	6,912,810	5,184,011	5,026,028
Total production	$ 56,950,095	$ 55,511,915	$ 56,493,612	$ 57,070,476


Production
$ millions
60
50
40
30
20
10
-
2024 actual
2025 budget
2025 estimate
2026 budget
Rawhide Unit 1
Craig units 1 and 2
Power operations
Frame combustion turbines

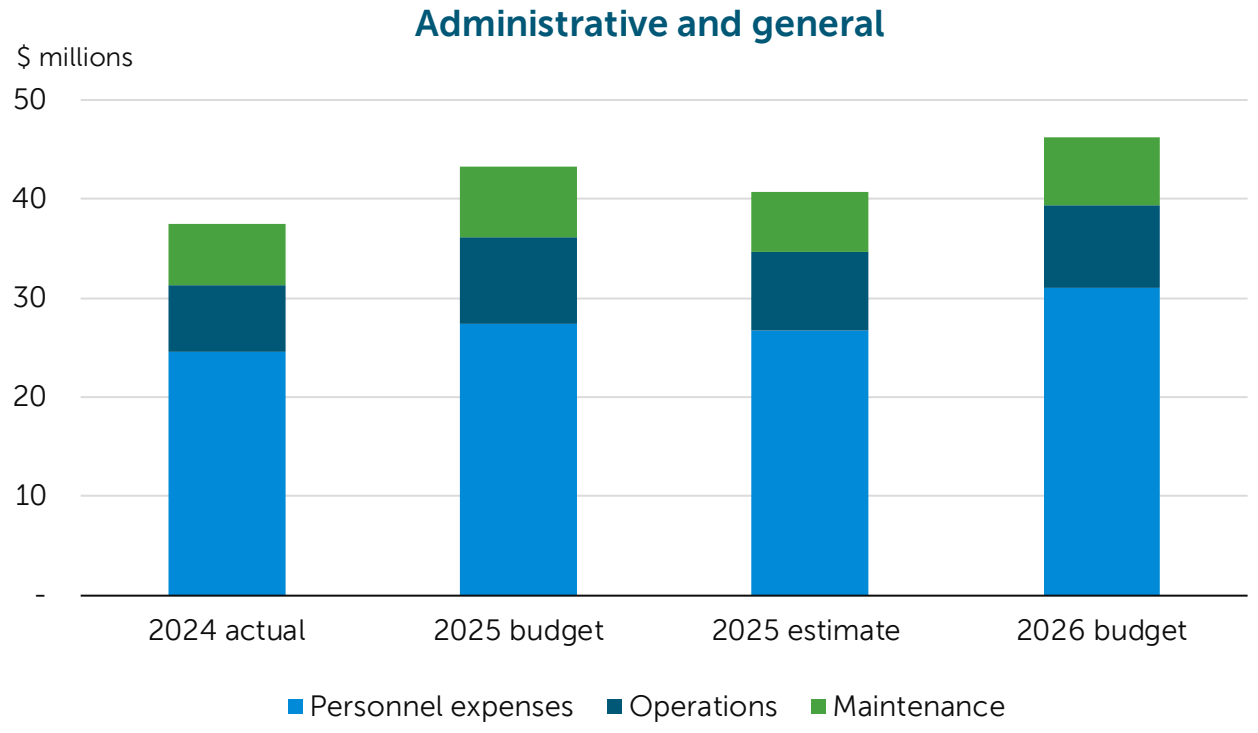
Transmission	2024 actual	2025 budget	2025 estimate	2026 budget
Platte River				
Personnel expenses				
Regular wages	$ 7,499,567	$ 8,623,757	$ 8,216,096	$ 8,487,298
Overtime wages	573,170	512,963	537,075	546,883
Benefits allocation	3,393,524	4,106,845	3,811,075	4,211,337
Total personnel expenses	11,466,261	13,243,565	12,564,246	13,245,518
Materials and other expenses				
Safety expenses	7,833	16,450	11,175	18,350
Local business expense	20,527	13,750	11,809	14,750
Postage and deliveries	559	500	206	500
O&M materials and supplies	247,084	336,691	278,498	624,692
Gasoline and diesel	35,039	35,100	29,995	39,405
Tools and shop equipment	13,601	19,008	13,941	16,012
Computer equipment	6,382	24,000	7,640	13,000
Total materials and other expenses	331,025	445,499	353,264	726,709
Contractual services				
Contracted services	3,615,090	4,929,171	4,413,534	2,936,160
Insurance	-	228,274	209,130	228,978
Travel and training	107,062	171,000	132,704	136,006
Telephone services	35,852	27,252	23,888	2,558
Utilities	3,239	4,008	9,858	4,788
Dues, memberships and fees	402,126	456,700	424,747	2,201,173
Leases and rents	108,918	128,555	154,005	133,880
Total contractual services	4,272,287	5,944,960	5,367,866	5,643,543
Total Platte River	16,069,573	19,634,024	18,285,376	19,615,770
Craig Generating Station				
Operating expenses	66,562	88,173	81,665	88,450
Contracted services	10,563	11,437	11,437	1,500
Total Craig Generating Station	77,125	99,610	93,102	89,950
Transmission by others				
Wheeling expense	3,444,042	4,167,053	3,625,336	1,771,253
Total transmission	$ 19,590,740	$ 23,900,687	$ 22,003,814	$ 21,476,973


Transmission
$ millions
25
20
15
10
5
-
2024 actual
2025 budget
2025 estimate
2026 budget
Platte River
Wheeling
Craig Generating Station

Administrative and general	2024 actual	2025 budget	2025 estimate	2026 budget
Operations				
Personnel expenses				
Regular wages	$ 17,230,225	$ 18,850,916	$ 18,398,836	$ 20,499,209
Overtime wages	78,658	47,380	73,993	83,133
Benefits allocation	7,278,375	8,423,373	8,263,133	10,403,255
Total personnel expenses	24,587,258	27,321,669	26,735,962	30,985,597
Office operations				
Office expenses	13,700	3,125	4,304	2,000
Furniture and equipment	17,888	12,500	17,248	12,500
Local business expense	160,292	230,224	195,698	292,632
Postage and deliveries	10,186	19,550	14,374	10,829
Gasoline and diesel	25,937	32,400	23,775	30,000
Computer equipment	479,130	641,598	511,821	613,125
Contracted services	565,053	709,552	605,183	817,412
Travel and training	148,819	219,313	146,730	1,136,645
Telephone services	58,299	53,760	92,078	111,313
Utilities	266,358	237,092	238,203	270,012
Dues, memberships and fees	261,715	339,413	473,939	367,200
Other financing expenses	35,164	48,900	34,645	43,900
Total office operations	2,042,541	2,547,427	2,357,998	3,707,568
Safety				
Safety expenses	15,105	7,015	5,446	9,072
Local business expense	7,040	3,500	7,470	4,500
Contracted services	23,928	31,125	60,299	35,450
Travel and training	559,867	740,734	727,340	-
Dues, memberships and fees	400	700	920	700
Total safety	606,340	783,074	801,475	49,722
Wellness incentive				
Safety expenses	92,283	100,250	115,001	99,550
Local business expense	40,680	32,050	30,167	41,900
Furniture and equipment	1,445	5,000	3,070	5,000
Contracted services	20,411	43,300	42,704	27,800
Total wellness incentive	154,819	180,600	190,942	174,250
Insurance	1,386,451	1,540,447	1,473,108	1,631,923
Board and enterprise expenses				
Local business expense	13,628	12,000	11,370	14,000
Contracted services	-	-	3,994	20,500
Travel and training	25,251	32,500	25,812	34,000
Dues, memberships and fees	123,212	136,950	139,802	145,915

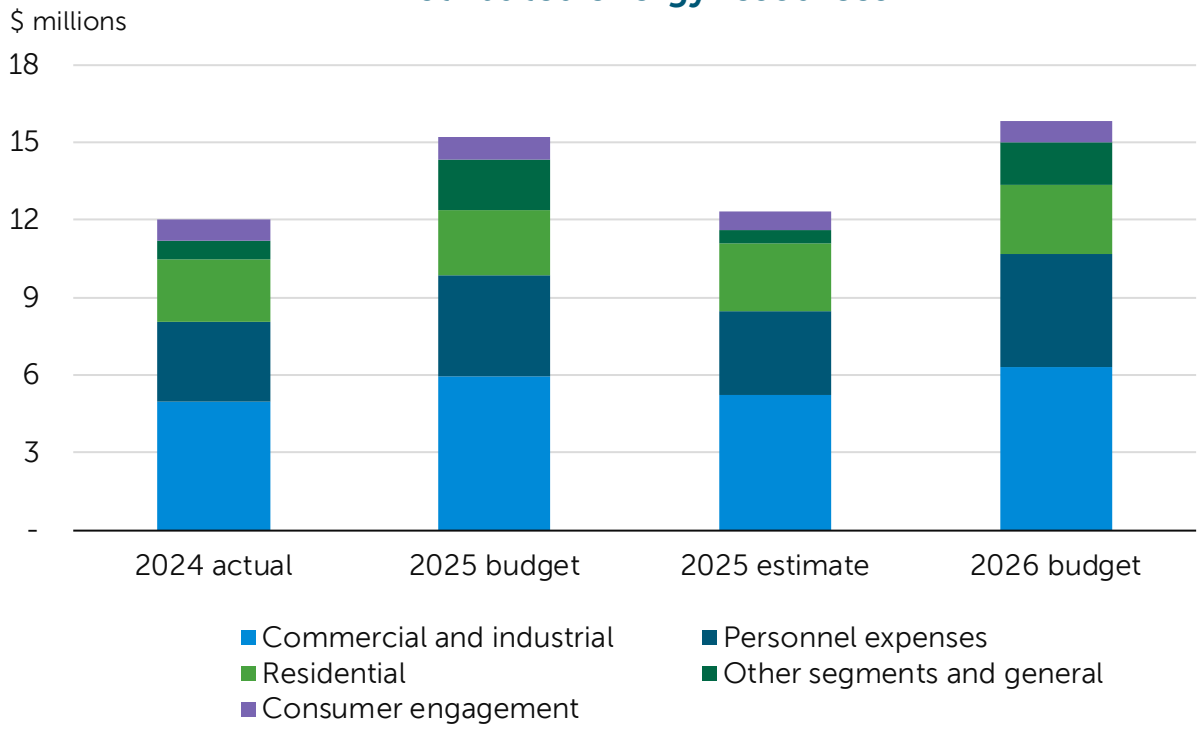
Administrative and general (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Operations (continued)				
Board and enterprise expenses (continued)				
Trustees fees	$ 12,000	$ 12,000	$ 18,000	$ 18,000
Direct community support	120,000	120,000	120,000	120,000
Total board and enterprise expenses	294,091	313,450	318,978	352,415
Reporting and promotional expenses				
Local business expense	133,047	124,300	108,691	85,200
Contracted services	1,092,888	1,283,150	502,763	594,000
Total reporting and promotional expenses	1,225,935	1,407,450	611,454	679,200
Community engagement expenses				
Local business expense	236,634	293,000	260,015	282,300
Dues, memberships and fees	38,767	40,855	39,225	51,700
Total community engagement expenses	275,401	333,855	299,240	334,000
Planning and customer service expenses				
Local business expense	237	-	-	-
Contracted services	461,611	1,331,325	931,525	1,172,610
Dues, memberships and fees	120,822	195,000	190,017	191,675
Leases and rents	-	-	675,000	-
Total planning and customer service expenses	582,670	1,526,325	1,796,542	1,364,285
Compliance expenses				
Local business expense	2,325	5,000	3,839	5,000
O&M materials and supplies	-	-	26,716	-
Contracted services	21,950	47,000	29,626	10,000
Travel and training	38,553	51,100	42,810	47,850
Total compliance expenses	62,828	103,100	102,991	62,850
Total administrative and general operations	31,218,334	36,057,397	34,688,690	39,341,810
Maintenance				
Building and grounds maintenance				
O&M materials and supplies	156,650	150,684	160,576	200,378
Tools and shop equipment	8,105	5,000	(108)	19,500
Contracted services	626,705	727,850	596,994	659,663
Total building and grounds maintenance	791,460	883,534	757,462	879,541

Administrative and general (continued)	2024 actual	2025 budget	2025 estimate	2026 budget
Maintenance (continued)				
Computer maintenance				
Contracted services	$ 4,867,311	$ 5,581,774	$ 4,537,758	$ 5,178,232
Total computer maintenance	4,867,311	5,581,774	4,537,758	5,178,232
Office equipment maintenance				
Postage and deliveries	1,821	3,300	2,316	3,300
Telephone services	12,132	14,572	36,861	53,671
Total office equipment maintenance	13,953	17,872	39,177	56,971
Vehicle maintenance				
O&M materials and supplies	36,692	33,673	29,926	36,502
Tools and shop equipment	10,679	12,000	7,379	12,600
Contracted services	2,080	44,000	19,800	11,223
Total vehicle maintenance	49,451	89,673	57,105	60,325
Security maintenance				
O&M materials and supplies	56,626	85,965	70,307	119,384
Tools and shop equipment	4,962	3,840	4,249	4,400
Contracted services	445,691	465,875	472,510	527,042
Total security maintenance	507,279	555,680	547,066	650,826
Total administrative and general maintenance	6,229,454	7,128,533	5,938,568	6,825,895
Total administrative and general	$ 37,447,788	$ 43,185,930	$ 40,627,258	$ 46,167,705



Distributed energy resources	2024 actual	2025 budget	2025 estimate	2026 budget
Personnel expenses				
Regular wages	$ 2,171,039	$ 2,675,347	$ 2,197,284	$ 2,871,784
Overtime wages	309	-	630	-
Benefits allocation	910,680	1,208,725	1,040,261	1,486,063
Total personnel expenses	3,082,028	3,884,072	3,238,175	4,357,847
Commercial and industrial				
Contracted services	939,773	1,122,000	705,855	1,138,800
Rebates/incentives for retail customers: non-controlled	2,757,361	3,462,008	3,574,410	3,792,000
Audits/assessments for retail customers	1,285,617	1,337,000	889,407	1,357,800
Rebates/incentives for retail customers: controlled	-	33,450	33,450	22,725
Total commercial and industrial	4,982,751	5,954,458	5,203,122	6,311,325
Residential				
Contracted services	466,947	487,260	280,685	386,710
Rebates/incentives for retail customers: non-controlled	1,618,500	1,438,000	1,768,020	1,647,400
Audits/assessments for retail customers	305,836	417,150	418,316	495,800
Rebates/incentives for retail customers: controlled	-	189,550	189,550	128,775
Total residential	2,391,283	2,531,960	2,656,571	2,658,685
Consumer engagement				
Contracted services	555,754	520,696	481,573	490,800
Rebates/incentives for retail customers: non-controlled	235,458	360,003	247,393	349,750
Total consumer engagement	791,212	880,699	728,966	840,550
Other segments and general				
Contracted services	587,165	1,672,000	193,544	1,352,300
Travel and training	1,308	2,000	-	-
Telephone services	1,215	13,872	5,968	-
Dues, memberships and fees	40,595	128,908	163,425	173,825
Rebates/incentives to owner communities: controlled	125,694	132,000	132,000	132,000
Total other segments and general	755,977	1,948,780	494,937	1,658,125
Total distributed energy resources	$ 12,003,251	$ 15,199,969	$ 12,321,771	$ 15,826,532

Distributed energy resources



Capital additions

Capital projects reflect a long-term outlook to support Platte River's strategic initiatives, core operations and foundational pillars to safely provide reliable, environmentally responsible and financially sustainable energy and services to the owner communities. Capital additions generally consist of projects to maintain and improve system reliability, replace or upgrade aging infrastructure, implement technology improvements, diversify and transition resources, maintain compliance and improve efficiency.

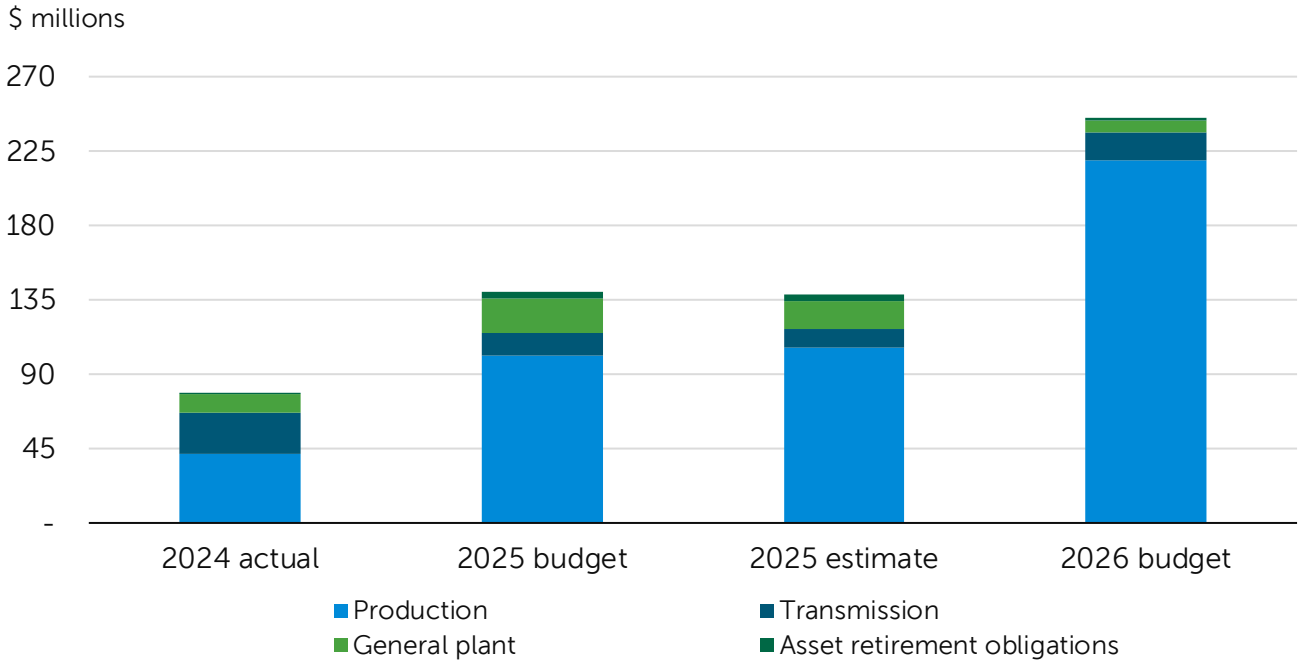
Production capital additions include new aeroderivative units and supporting projects, power plant upgrades and equipment replacements at the Rawhide Energy Station. Transmission capital additions include substations and supporting equipment, transmission line upgrades and modifications, and distributed battery storage. Projects are based on transmission studies and consultation with the owner communities' staffs through the joint technical advisory committee. These projects will enhance system reliability and add capacity to serve new and existing loads. General plant capital additions include implementation costs for subscription-based information technology arrangements, fiber expansion and replacements, audio and video replacements, a new storage outbuilding, security improvements and other general plant equipment purchases. Asset retirement obligations include payments to satisfy legally enforceable liabilities when tangible capital assets such as impoundment or electric generation facilities retire.

Project management continues to be a focus. In the past several years, Platte River has emphasized resource availability and improving project planning and execution. This process will continue to evolve and foster operational excellence. Projects often experience schedule changes for various reasons. Staff will therefore request a portion of unspent 2025 budget capital additions be carried over into the 2026 budget. If overall capital additions are above budget at the end of the year, after considering the impact of carryovers, that above-budget amount will be funded through a contingency transfer. Current lead times, resource constraints and expected impacts of tariffs have been considered in the 2026 budget, but evolving economic conditions create uncertainty.

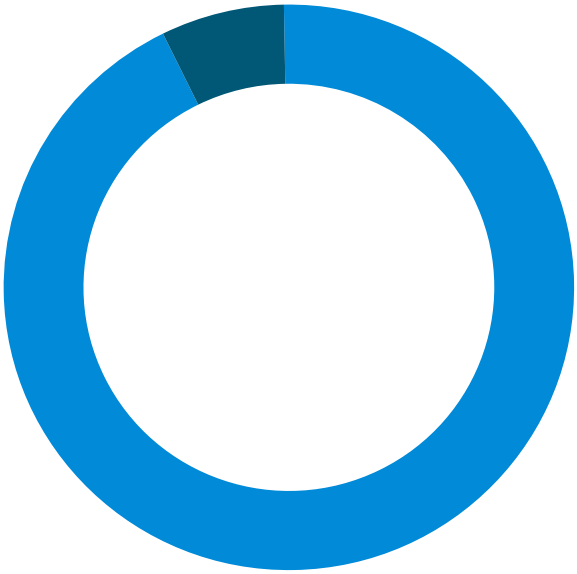
The next pages include project descriptions, as well as estimated project cost and carryover amounts, noting which projects support strategic initiatives.

Capital additions ($000)	2024 actual	2025 budget	2025 estimate	2026 budget
Production	$ 42,243	$ 101,163	$ 106,446	$ 219,888
Transmission	25,011	14,405	11,492	16,547
General plant	10,958	20,243	16,204	7,503
Asset retirement obligations	670	4,010	4,010	1,539
Total capital additions	$ 78,882	$ 139,821	$ 138,152	$ 245,477

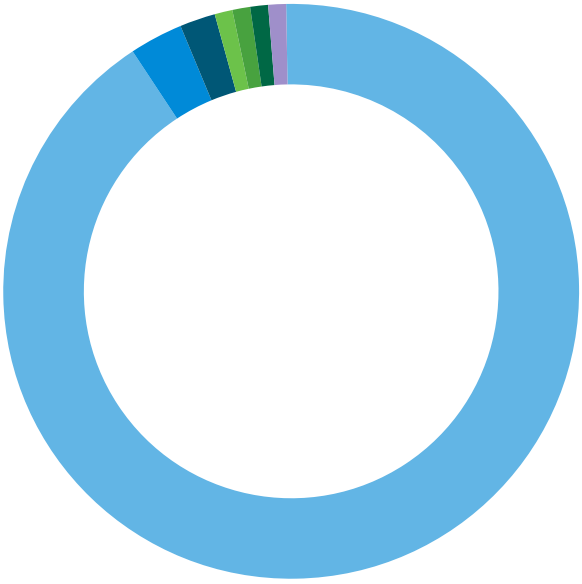
Capital additions



2026 capital additions: $245.5 million



- Strategic initiatives 93%
- Core operations 7%



- Aeroderivative combustion turbines and supporting projects - Rawhide* 91%
- Transmission and substation equipment 3%
- Asset management and maintenance 2%
- Other core Rawhide and Craig 1%
- DERMS software* 1%
- Asset retirement obligations 1%
- Other strategic projects* 1%

* Strategic projects

Production capital additions	2026 budget	Total cost estimate[1]
Rawhide projects		
• Aeroderivative combustion turbines - Rawhide	$ 210,458,343	$ 623,059,000
• 12.47 kV switchgear replacement - Rawhide	2,077,837	8,661,000
Evergreen controls hardware upgrade - gas yard	1,135,260	2,035,000
• Control room upgrades - Rawhide	1,029,972	2,030,000
• Water infrastructure - aeroderivative units	1,005,128	25,100,000
• Wet compression - frame combustion turbine	946,143	2,134,000
480 V switchgear replacement - combustion turbine Unit F	859,849	
Gas control valve replacement - frame combustion turbine	667,252	
• Purge credit - frame combustion turbine	425,794	
• Gas infrastructure upgrades - Owl Creek gas yard	282,212	24,019,000
Generator step-up protection migration - combustion turbine units A-D	275,039	
Turbine lube oil filtration skids upgrade - combustion turbine units A-D	200,000	
Dissolvable gas analysis - combustion turbine units A-D	196,288	
Water truck fill station - Rawhide	56,866	
Electric vehicle chargers - Rawhide	39,691	
Cranking motor transformer replacement - combustion turbine Unit B	37,680	186,000
Total Rawhide projects	219,693,354	
Other production projects		
Craig Generating Station projects	194,555	
Total production capital additions	$ 219,887,909	

Transmission capital additions	2026 budget	Total cost estimate[1]
Transmission projects		
• Substation expansion and reliability upgrade - Rawhide Substation	$ 9,000,000	$ 22,074,000
Relay panel and breaker replacements transformer T3 addition - Airport Substation	3,095,666	3,515,000
115 kV transmission line upgrades - Drake transmission line	1,841,207	1,843,000
Transformer T1 replacement - Longs Peak Substation [2]	998,000	4,598,000
• Distribution battery storage interconnection - Town of Estes Park, City of Fort Collins, City of Longmont and City of Loveland	800,000	3,801,000
Circuit switcher (T1, T2) addition - Rogers Road Substation [2]	750,000	1,689,000
Transmission line modifications - Interstate 25	630,000	860,000
Substation - Loveland Southeast	600,000	10,701,000
Relay upgrades - Meadow Substation	220,000	
Transmission line structure replacements - Gateway to Longs Peak	200,000	900,000
Transformer T3 and control enclosure addition - Valley Substation	141,704	6,150,000
Battery bank replacements - substations	124,433	

Transmission capital additions (continued)	2026 budget	Total cost estimate[1]
HVAC unit replacements - substations	$ 123,749	
• Bay addition resource interconnection to Severance Substation [2]	(2,000,000)	$ 1,248,000
Total transmission projects	16,524,759	
Transmission purchases		
Winding resistance test set	22,800	
Total transmission capital additions	$ 16,547,559	

General plant capital additions	2026 budget	Total cost estimate[1]
General plant projects		
• Distributed energy resources management system	$ 2,854,000	$ 5,322,000
Fiber optic expansion - Long-Haul West (Loveland to Longmont) [2]	2,000,000	4,882,000
Audio and video equipment replacement - transmission and generation	550,000	1,024,000
• Regional transmission organization market software	361,888	2,220,000
Fiber Manager data migration	212,986	
Storage outbuilding - headquarters	150,000	2,450,000
Gate access control - Boyd Substation	109,529	
Remote terminal unit replacements - substations	80,000	
Fiber optic cable replacement - headquarters to Timberline Substation	72,986	
Gunshot detection system - Horseshoe Substation	64,538	
Telecom data network capacity expansion	57,022	
Gate access control - Longs Peak Substation	55,316	
Fencing - vacant parcels	51,351	
Mass notification system	37,255	
Fiber optic cable modification - Coffman Street	35,687	
Battery bank replacement - headquarters telecom room	32,022	
Transmission digital fault information network - substations	30,000	
Fiber optic monitoring tool - headquarters	20,493	
Total general plant projects	6,775,073	
General plant purchases		
Bucket truck - headquarters	350,000	
Vehicle fleet replacements	230,989	
Mini Lull forklift - headquarters	93,500	
Snow removal machine - headquarters	18,000	
Dielectric truck testing equipment	10,500	
Tractor replacement - headquarters	9,000	
Refrigerant recovery machine - headquarters	8,500	
Copier replacements	7,000	
Total general plant purchases	727,489	
Total general plant capital additions	$ 7,502,562	

Asset retirement obligations capital additions	2026 budget	Total cost estimate[1]
Asset retirement obligations project		
Trapper Mine post-mining reclamation	$ 1,538,649	$ 11,149,000
Total capital additions	$ 245,476,679	

- Project supports strategic initiative.

(1) If no amount is shown, the 2026 budget amount represents the total project cost estimate.

(2) Projects with estimated unspent 2025 funds that will be requested to be carried over to the 2026 budget.

Production capital additions

Rawhide projects

Aeroderivative combustion turbines - Rawhide $ 210,458,343

Project time frame: 2024-2028

Total cost estimate: $623,059,000

Construct flexible, high-efficiency, low-carbon aeroderivative combustion turbines at the Rawhide Energy Station to help reliably transition to a noncarbon energy portfolio under the Resource Diversification Policy. Aeroderivative units will support reliability and financial sustainability as Platte River increases investment in renewable resources to offset retirement of its coal-fired generation by the end of 2029. These units start and ramp quickly to respond to the changing output of wind and solar resources, allowing Platte River to integrate more noncarbon generation. They have lower maintenance and fuel costs compared to Platte River's existing frame units. Additionally, aeroderivative units can provide ancillary services to support overall grid stability by operating in synchronous condenser mode (synchronized to the grid but not consuming fuel or producing energy). This resource will provide needed capacity as other firm, noncarbon technologies, such as long-duration storage and green hydrogen, develop and reach maturity. Funds budgeted in 2026 will be used for milestone payments on long-lead-time equipment, procurement, design and site preparation earthwork.

12.47 kV switchgear replacement - Rawhide 2,077,837

Project time frame: 2025-2028

Total cost estimate: $8,661,000

Replace the existing 12.47 kV switchgear located in the substation control building to utilize power feeds from the station service transformer and the generation availability transformer as main power sources into the switchgear. A tie breaker will be used as an auto-transfer of power source to the construction management building, the substation control house, frame unit backup auxiliary power and auxiliary boiler 101 and 102 breakers. Currently, an outage is required on the 12.47 kV system to operate the existing switchgear, causing generating units to be unavailable. This replacement configuration will allow auto-transfer and manual switching to occur under load and increases unit availability. After retirement of Rawhide Unit 1, this switchgear will serve as the secondary auxiliary power source for the aeroderivative units and secondary auxiliary power for the frame units. Funds budgeted in 2026 will be used for continued procurement and construction.

Evergreen controls hardware upgrade - gas yard 1,135,260

Project time frame: 2026-2027

Total cost estimate: $2,035,000

Upgrade the hardware for the Rawhide gas yard and frame combustion turbine evergreen controls to the latest Ovation revision and replace hardware and network switches with security enhancements. The hardware is at the end of its useful life and part failures may cause reliability issues and downtime for the operator console which can diminish monitoring capabilities.

- **Control room upgrades - Rawhide** $ 1,029,972

Project time frame: 2026-2027
Total cost estimate: $2,030,000

Upgrade the Rawhide control room layout to include the aeroderivative units and allow all distributed control system screens to be in the operators' forward view and in the same field of vision. Currently the frame combustion turbine screens are behind the operator workstations and cannot be viewed simultaneously with the Rawhide Unit 1 screens. The project includes potential structural modifications to accommodate a larger control room footprint, installation of a horseshoe console supporting more monitors, video walls, and the replacement and repositioning of both desks and wall-mounted display screens. Additionally, the project will involve network and control system cable redirection, reassessment of display assignments and the installation of new flooring systems to facilitate more effective cable routing and management.

- **Water infrastructure - aeroderivative units** 1,005,128

Project time frame: 2026-2028
Total cost estimate: $25,100,000

Design, procure and construct a new service and potable water treatment system, additional demineralized water treatment infrastructure and additional demineralized water storage. The current service and potable water treatment system does not have the operational flexibility and capacity to meet future demands of the aeroderivative and frame units. The water treatment system is anticipated to utilize direct filtration technology with multimedia filters or equivalent. The system will operate both in parallel or in place of the current water treatment system. The additional demineralized water infrastructure is anticipated to consist of forwarding pumps, carbon filters and piping infrastructure to allow connection to demineralized water treatment portable trailer mounted units. The portable demineralized water treatment trailers will greatly reduce onsite waste production. The additional demineralized water storage infrastructure is anticipated to be a 500,000 gallon storage tank. The project will also include all piping tie ins to current water infrastructure, as well as building infrastructure needed to house the additional treatment infrastructure.

- **Wet compression - frame combustion turbine** 946,143

Project time frame: 2026-2027
Total cost estimate: $2,134,000

Add wet compression on a frame combustion turbine to increase energy output during summer months and replace existing fogging infrastructure for power augmentation. The project includes a high pressure pump skid, stainless steel high pressure feed lines, fog nozzle arrays and associated electrical and control instrumentation. The new fogging infrastructure will address a design flaw on the existing fogging arrays which caused cracked nozzle adapters. Fogging and wet compression have the potential to reduce heat rate, fuel costs and nitrogen oxide emissions due to the increased water vapor content of inlet air.

480 V switchgear replacement - combustion turbine Unit F $ 859,849

Replace the 480 V switchgear with a new reliable switchgear. The combustion turbine becomes unavailable when the main 1 or main 2 breakers will not close. In normal operation, if one main breaker opens, the other main breaker should close, maintaining auxiliary power for combustion turbine operation. During routine maintenance, it was determined both breakers were not opening or closing properly when directed from the control room creating a safety hazard. The entire switchgear will be replaced as the breakers are obsolete and cannot be retrofit.

Gas control valve replacement - frame combustion turbine 667,252

Replace all existing electro-hydraulic stop-speed ratio valves and gas control valves with electric-actuated valves on a frame combustion turbine. The project includes installing new digital valve positioners for each component, new wiring and conduit and integration into the Ovation distributed control system. The current electro-hydraulic valves require disassembly, cleaning and rebuild every other year to prevent clogged servos and filters. The current valves have also been problematic during cold weather operation. Removal of the hydraulic oil system minimizes safety and environmental hazards. The new electric-actuated valves will increase reliability and provide advanced diagnostic capabilities.

Purge credit - frame combustion turbine 425,794

Install new infrastructure to qualify for a zero purge credit on a frame combustion turbine. Gas turbines are required by the National Fire Protection Association 85: Boiler and Combustion Systems Hazards Code to perform a fresh air purge upon startup of the unit, prior to ignition. The purge evacuates combustible fuels from the turbine to prevent fires or explosions during startup, but it also extends the time needed to synchronize to the grid. The purge credit package reduces the time to synchronize to the grid by eliminating the need to perform an air purge during turbine startup. The package installs a triple block and bleed system with one pressurized cavity in the gas fuel system. The system provides sufficient sealing capabilities of the gas fuel system and enables the operator to take credit for the air purge of the gas turbine during a prior unit shutdown. Maintaining this pressure differential from the previous shutdown will satisfy the fire code regulation. Additional benefits include an increase in system safety, reduced fatigue on gas path components and less electricity used during startup. Fast-start attributes have the potential to better serve load and energy markets due to the ability to come on line more quickly than units with longer start times.

Gas infrastructure upgrades - Owl Creek gas yard 282,212

Project time frame: 2026-2029
Total cost estimate: $24,019,000

Upgrade existing gas infrastructure and establish pipeline connections for new gas suppliers to guarantee proper performance and reliability of the aeroderivative units. The aeroderivative units require higher pressure than the frame units. Interconnections with other gas suppliers will be constructed to diversify gas supply and add redundancy to the gas delivery system. A new fuel flow meter will also be installed for accuracy of monthly gas purchases. Funds budgeted in 2026 will be used to begin design for infrastructure modifications.

Generator step-up protection migration - combustion turbine units A-D	$	275,039

Migrate the generator step up transformer backup protection from the Rawhide Substation control house to the local unit protection panel to be consistent with the typical substation interconnect with each owner community. The project will include design, procurement and installation of a new transformer protection package to backup the existing transformer protection at each combustion turbine unit.

Turbine lube oil filtration skids upgrade - combustion turbine units A-D	200,000

Upgrade existing oil filtration systems on combustion turbine units A-D to the recommended oil standards provided by General Electric. The upgraded systems will include particulate filtration, water removal and varnish cleaning.

Dissolvable gas analysis - combustion turbine units A-D	196,288

Add dissolvable gas analyzers to combustion turbine units A-D. The analyzers will test gases in each generator step up transformer for hydrogen and acetylene which are indicators of possible internal faults or extreme heating. The analyzers will be programmed to send alarms if these gases rise and can be used as secondary verification without additional costly oil testing. The project will include piping and conduit for power and fiber cables.

Water truck fill station - Rawhide	56,866

Replace the water truck fill station and tie into either the 10 inch raw water line or the raw water storage tanks. Currently the water truck fill station is supplied by potable water and is reliant on potable water production. The potable water has limited capacity and will be in higher demand for earthwork projects and the anticipated construction of the aeroderivative units.

Electric vehicle chargers - Rawhide	39,691

Install four EV chargers at Rawhide due to higher demand by employees and visitors driving EVs.

Cranking motor transformer replacement - combustion turbine Unit B	37,680

Project time frame: 2026-2027
Total cost estimate: $186,000

Procure and replace a transformer to ensure reliability of combustion turbine Unit B. Recent oil sampling indicates heating damage which could lead to transformer failure. The new transformer will have the same footprint and protection as the existing transformer. Funds budgeted in 2026 will be used for procurement of materials.

Total Rawhide projects	$	219,693,354

Other production projects

Craig Generating Station projects	$	194,555

The engineering and operating committee approved a capital project for plant improvements and additions at the Craig Generating Station. The budget includes expenses for a switchyard station service project. The amount shown represents Platte River's ownership share responsibility.

Total production capital additions	$	219,887,909

Transmission capital additions

Transmission projects

Substation expansion and reliability upgrade - Rawhide Substation	$	9,000,000

Project time frame: 2024-2028
Total cost estimate: $22,074,000

Design and construct an expansion of the existing Rawhide Substation yard to provide additional interconnections for new generation resources. The scope of this project includes the installation of new 230 kV bus, 230 kV breakers, 230 kV switches, capacitor coupled transformers, relaying and control enclosures inside the existing Rawhide Substation site, existing combustion turbine site and new expansion substation site. Funds budgeted for 2026 will be used to continue the detailed electrical, civil and structural designs in addition to equipment, steel and material procurement. Final construction is scheduled to complete in 2027.

Relay panel and breaker replacements transformer T3 addition - Airport Substation	3,095,666

Project time frame: 2022-2026
Total cost estimate: $3,515,000

Replace two 115 kV breakers, existing relay panels, control cables, high voltage bus, grounding and foundation work at Airport Substation. In addition, a new 115 kV breaker, circuit switcher, disconnect switches and modifications to high voltage bus, control and relaying are required to accommodate a new City of Loveland delivery point. The existing panels need expansion for the new T3 addition and are currently congested with equipment and wiring. Continued retro-fit designs and replacements pose a reliability risk. In addition, congested panels are more difficult to maintain and take more time to perform routine maintenance activities. The new relay panels are designed with more space and with removal panels to accommodate future relay replacement projects. In addition, the new modern relays have the latest hardware providing processing power and storage necessary to capture high resolution system data. The data is used to analyze and improve the transmission system's operation. The existing breakers are susceptible to gas leaks and require more maintenance to ensure they continue to operate reliably. The new breaker style is more reliable and requires minimal maintenance. This project will ensure the continued reliable operation of the transmission system.

115 kV transmission line upgrades - Drake transmission line	1,841,207

Project time frame: 2023-2026
Total cost estimate: $1,843,000

Install custom retro-fit pole braces on transmission structures along a two-mile segment of the Drake transmission line. Inspections completed on the 115 kV transmission line located along Drake Road in the City of Fort Collins between the Drake Substation and the Power Trail noted significant corrosion on the base plates, anchor bolts and pole base sections. Retro-fitting is necessary to continue safe and reliable operation of the transmission line.

Transformer T1 replacement - Longs Peak Substation	$	998,000

Project time frame: 2022-2026
Total cost estimate: $4,598,000
Carryover estimate: $395,000

Replace the existing three single-phase 230-115 kV transformers with a single three-phase 230-115 kV autotransformer at Longs Peak Substation. The scope of the project includes completing a transformer specification and formal bid process; designing and installing a new foundation and oil containment system to accommodate new equipment; modifying the high voltage and low voltage connections; modifying the existing sensing and monitoring system; and modifying the ground grid system. The existing transformer is reaching the end of its design life and needs to be replaced in order to maintain reliable operation of the system.

Distribution battery storage interconnection		
Town of Estes Park	$	200,000
City of Fort Collins		200,000
City of Longmont		200,000
City of Loveland		200,000
	$	800,000

Project time frame: 2025-2026
Total cost estimate: $3,801,000

Design, procure and construct the infrastructure to interconnect a distribution-level battery storage system in each of the owner communities. The goal is to have at least one 5 MW, four-hour battery in each owner community operational by early 2027, enhancing flexibility within the distribution systems' load and resulting in market benefits and improved local distribution reliability. The interconnection facilities include medium voltage cables, medium voltage relaying, medium voltage interrupters, conduit systems, control equipment, metering equipment and communication equipment. The battery systems will be owned, installed and maintained by a third-party vendor.

Circuit switcher (T1, T2) addition - Rogers Road Substation	750,000

Project time frame: 2025-2027
Total cost estimate: $1,689,000
Carryover estimate: $700,000

Replace the existing T1 and T2 motor operated disconnect switches with circuit switchers in addition to replacing all associated relaying and control systems. Replacing the motor operated disconnect switches with circuit switchers will provide a separation point between the City of Longmont and Platte River while also addressing NERC compliance standards for the City of Longmont and providing equipment maintenance benefits for Platte River.

Transmission line modifications - Interstate 25 $ 630,000

Project time frame: 2023-2026
Total cost estimate: $860,000

Replace an existing transmission structure located near Interstate-25 in the Fort Collins area to address safety concerns. The scope of the project also includes the installation of airflow spoilers on the portion of the transmission line crossing the interstate. CDOT widened Interstate-25 placing traveling lanes closer to the existing transmission structure. CDOT made accommodations for the structure keeping it in its current location by adding a retaining wall and roadway barriers designed to reduce the risk of a vehicle strike. Platte River will move the structure to provide additional space between the new traveling lanes and the new transmission structure location to further reduce the risk of a vehicle strike.

Substation - Loveland Southeast 600,000

Project time frame: 2025-2028
Total cost estimate: $10,701,000

Construct a new substation in the southeast area of the service territory to serve new development in the area. The site is located adjacent to the transmission line along South County Road 11 and is south of East County Road 16E. The substation will be designed as a ring bus configuration that will accommodate two City of Loveland transformers. Transmission line structures will be added to appropriately route the transmission line to the new substation. Funds budgeted for 2026 will be used for design work and material procurement.

Relay upgrades - Meadow Substation 220,000

Design, procure and install bus differential micro-processor relays to replace the existing relays at Meadow Substation. The existing electro-mechanical relays are at the end of their useful life. Micro-processor based relays provide more real time information to the SCADA system, self-diagnostic features and event recording capabilities. The event data is used to assist in analysis of system disturbances and provides valuable information for reliability improvements and compliance reporting.

Transmission line structure replacements - Gateway to Longs Peak 200,000

Project time frame: 2026-2027
Total cost estimate: $900,000

Replace three transmission structures on the Gateway to Longs Peak 230 kV transmission line. A loading assessment analysis in 2025 identified structures that do not meet the Platte River ice loading standard that is consistent with utility best practices. The structures will be replaced to address safety concerns and to maintain reliable operation of the system.

Transformer T3 and control enclosure addition - Valley Substation 141,704

Project time frame: 2026-2028
Total cost estimate: $6,150,000

Install a 115 kV breaker, 115 kV circuit switcher, relaying, metering, foundations, disconnect switches, control system upgrades and high voltage bus work to accommodate a new connection point at Valley Substation. A new control enclosure will also be installed to replace the existing control panels. This work is required as the City of Loveland is adding a new transformer at Valley Substation to increase capacity to reliably serve their load. Funds budgeted for 2026 will be used for preliminary design.

Battery bank replacements - substations	$	124,433

Replace three substation backup battery banks. These replacements are part of a multiyear initiative to establish a reasonable rate of replacement of substation battery banks to meet expected supply and labor availability and equalize costs. Battery banks have an expected life of twenty years according to the manufacturer guidelines and their condition is a mandatory PRC 005-6 NERC requirement. Replacing the battery banks according to this schedule ensures compliance and reliability of the system.

HVAC unit replacements - substations		123,749

Replace HVAC units at Airport Substation, Timberline Substation and Boyd Substation. The units are at the end of their useful life, have been costly to maintain and are having difficulty keeping building temperature at required levels. These replacements are part of a multiyear initiative to replace all units at all substation and auxiliary buildings.

Bay addition resource interconnection to Severance Substation		(2,000,000)

Project time frame: 2024-2026
Total cost estimate: $1,248,000
Carryover estimate: $500,000

Install two 230 kV breakers, conduit systems, disconnection switches, substation support structures, foundations, grounding systems, high voltage bus jumpers, control wiring and alternating current and direct current power circuits. This project is required to prepare a bay at the substation to interconnect the new utility scale battery resource identified in the IRP to the existing transmission network. Total cost estimate provided represents Platte River's portion of the project cost as the project is partially reimbursable by the interconnecting customer. Funds budgeted for 2026 represent the anticipated reimbursement at project completion.

Total transmission projects	$	16,524,759

Transmission purchases

Winding resistance test set	$	22,800

Purchase a winding resistance test set to baseline the resistance readings of the transformer fleet and demagnetize transformers after faults or other events. Adding these testing practices will increase the reliability and health of Platte River and owner community transformers as they age and load increases.

Total transmission capital additions	$	16,547,559

General plant capital additions

General plant projects

Distributed energy resources management system	$	2,854,000

Project time frame: 2025-2026
Total cost estimate: $5,322,000

Develop a system to enable the management of flexible DER to provide customer and system benefits. The DERMS is being developed to enable DER visibility (through monitoring or modeling DER performance), predictability (through analytics, measurement and verification) and dispatchability (through direct control or price-responsive control by the customer) for DER brought into the system through programs or interconnection processes. The DERMS is intended to enable DER owners to enroll, interconnect and register their DER devices to provide services to the electric system in exchange for a share of system benefits they provide. The DERMS will provide Platte River the ability to operate DER to support integration of variable renewable energy by improving the accuracy of load forecasts and providing information on flexible DER performance. In addition, DERMS is expected to manage flexible DER as a hedge against cost risks of variable renewable energy oversupply or undersupply and will support system reliability.

Fiber optic expansion - Long-Haul West (Loveland to Longmont)	2,000,000

Project time frame: 2025-2027
Total cost estimate: $4,882,000
Carryover estimate: $1,000,000

Install a 288 fiber strand count cable from Horseshoe Substation to the Longmont Civic Center. The existing Long-Haul West fiber cable is at capacity and high attenuation was identified causing delays when requesting access, splicing and testing. Building and owning this complete span will create redundancy and reliability of the bulk electric system (BES) network, access for some owner communities and third party leases.

Audio and video equipment replacement - transmission and generation	550,000

Project time frame: 2025-2026
Total cost estimate: $1,024,000

Replace audio-video equipment that has reached the end of its useful life at the transmission and generation desks. The current equipment has intermittent technical issues and is difficult to troubleshoot and support. The new equipment will increase reliability, have superior sound and video quality and improve functionality for end users. The screens will be upgraded from liquid crystal display to light emitting diode screens with no lines which will increase their useful life. The initial phase of this project focused on replacing the audio-video equipment at the transmission desk. In 2026 the focus will be on the generation desk audio-video equipment which will be reconfigured and replaced based on user feedback.

Regional transmission organization market software $ 361,888

Project time frame: 2024-2026
Total cost estimate: $2,220,000

Implement additional software modules needed to operate and perform activities in SPP RTO market. Modules included in this project enable developing and submitting bids, generation dispatching, receiving and shadowing settlements, performing analysis on SPP RTO market results and integrating results with financial and other reporting tools.

Fiber Manager data migration 212,986

Migrate the Fiber Manager software to a new compatible environment. Environmental Systems Research Institute, the base geographic information system environment that Schneider Electric Fiber Manager software relies on to function is eliminating support for the current data format that Platte River software uses, forcing an environment change. In addition, the current Fiber Manager software contains the geographic information system fiber data for all four owner communities. This project is anticipated to be a collaborative effort between the owner communities and Platte River to ensure a common platform is selected to make sharing data easier.

Storage outbuilding - headquarters 150,000

Project time frame: 2025-2027
Total cost estimate: $2,450,000

Design and construct a new building on the northwest corner of the headquarters campus to address storage needs. The warehouse is quickly approaching capacity and departmental storage is consistently overflowing. Currently, there are no available fleet spaces for parking and offsite space is being rented to meet storage needs. Platte River has exceeded the current storage capacity at the headquarters campus and the additional storage building will achieve current department storage needs as well as anticipated future needs.

Gate access control - Boyd Substation 109,529

Install physical access control devices on the north gate and Torrent Duck gate at Boyd Substation enhancing and supporting Platte River's NERC and critical infrastructure protection compliance, physical security protections and personnel safety. The project will also include installation of physical access control devices, underground conduit, power, automatic controllers to the gate and integration into the existing physical security monitoring systems.

Remote terminal unit replacements - substations 80,000

Replace the legacy remote terminal unit. The current unit is being phased out by the manufacturer and replacement parts will become difficult to find. In order to maintain reliable operation of the transmission system, this unit will be replaced with a modern unit. Replacement locations will be determined based on scheduled maintenance activities or outages and the units will be replaced over a multiyear period.

Fiber optic cable replacement - headquarters to Timberline Substation	$	72,986

Replace the existing 48 fiber strand count cable lateral between headquarters and Timberline Substation with a new 144 fiber strand count cable lateral. The existing cable is experiencing performance issues and showing high attenuation indicating it is failing. The new cable will also provide additional capacity alleviating strand count limitations.

Gunshot detection system - Horseshoe Substation	64,538

Install a gunshot detection system at Horseshoe Substation enhancing and supporting Platte River's NERC and critical infrastructure protection compliance, physical security protections and personnel safety. The system is designed to detect gunshots, identify the location of a shooter, integrate current surveillance cameras to verify threats, issue alarms and alerts and decrease law enforcement response time. This project will support a defense in depth approach, meet industry best practices and strengthen security controls.

Telecom data network capacity expansion	57,022

Purchase and install two additional switches for the data transport network due to capacity limitations. Additional capacity is needed on the data network due to more services being added for internal and external customers and unexpected growth from the new SCADA and EMS system.

Gate access control - Longs Peak Substation	55,316

Install physical access control devices on the south gate at Longs Peak Substation enhancing and supporting Platte River's NERC and critical infrastructure protection compliance, physical security protections and personnel safety. The project will also include installation of physical access control devices, underground conduit, power, automatic controllers to the gate and integration into the existing physical security monitoring systems.

Fencing - vacant parcels	51,351

Install a chain link fence along the right of way of four vacant land parcels east of another utility's substation. The vacant lots have become disposal sites for trash, waste furniture and other debris. This fence will secure Platte River's perimeter and deter future waste disposal in this area.

Mass notification system	37,255

Install a mass notification system allowing Platte River the ability to issue life, safety and operational messaging promptly over multiple communication methods. This project will enhance personnel threat awareness, improve safety measures, facilitate coordinated responses and maintain operational continuity. The system will rapidly communicate active threats and be used operationally to contact required personnel during system outages and emergencies. Real-time alerts, updates and instructions specific to active threat situations can be sent through multiple communication channels including short message service, email, phone calls and mobile applications.

Fiber optic cable modification - Coffman Street	$	35,687

Relocate and rebuild the fiber cables going into Terry Street Substation and replace the existing fiber patch panels. The Regional Transportation District is building a transit hub in the existing right of way where Platte River's fiber cable exists requiring it to be moved in order to avoid conflicts with construction. The City of Longmont will be providing the conduit path and will be reimbursing Platte River to up size their patch panels and increase the fiber strand count from 144 to 288. The total cost estimate provided represents Platte River's portion of the project cost.

Battery bank replacement - headquarters telecom room	32,022

Replace batteries in the headquarters telecommunication room that have reached the end of their useful life. These batteries ensure the uninterrupted power to telecommunication networks critical to Platte River.

Transmission digital fault information network - substations	30,000

Create a secured network leveraging the Platte River fiber optic system to automatically collect, analyze, and report system fault event information that is recorded by substation relaying and meters. Faults occur on the system during inclement weather conditions and the new system will eliminate the need to dispatch a substation technician to manually retrieve the data. Immediate collection of data will shorten restoration times.

Fiber optic monitoring tool - headquarters	20,493

Purchase and install an additional fiber optic monitoring tool used to continuously monitor and record the health and connectivity of individual fiber strands on multiple fiber cables. Currently, there is no way to monitor, record and report on the degradation of or damage to a portion of Platte River's fiber optic cables located to the north and east of headquarters. This device will be installed at headquarters on multiple fiber optic cables to help determine the health and integrity of the cables and will also assist in forecasting cable replacement needs as degradation over time will be measured.

Total general plant projects	$	6,775,073

General plant purchases

Bucket truck - headquarters	$	350,000

Purchase a bucket truck at headquarters with a 55 foot working height, insulated boom and 4X2 chassis. Substations will use this unit to reach connections and equipment in congested areas where the large unit is unable to maneuver and the smaller units do not provide enough reach to access connections. The purchase of the new unit will increase operator safety.

Vehicle fleet replacements	$	230,989

Replace three vehicles which meet or exceed Platte River's vehicle replacement criteria of 10 years or 100,000 miles. Platte River's fleet team regularly reviews fleet replacement processes and criteria. Platte River's vehicles are maintained through average to long replacement cycles compared to other utilities. Replacement of these vehicles will bring the fleet up to standards.

Mini Lull forklift - headquarters	93,500

Purchase a Mini Lull forklift to use at the headquarters campus and substations. The current forklifts are undersized, struggle in inclement weather and do not have the operational flexibility of the new Mini Lull forklift. The new unit has all terrain tires, all wheel drive and an extendable boom to improve safety when operating in inclement weather and tight spaces.

Snow removal machine - headquarters	18,000

Purchase a snow removal machine with a granular ice melt spreading system, de-icing spray system, zero turn radius controls and a 48-inch plow blade. The headquarters campus has multiple roadways, parking areas, sidewalks and building edges that need to be maintained in order to allow visitors and employees to travel safely around the campus.

Dielectric truck testing equipment	10,500

Purchase a Hipot dielectric testing machine for aerial devices. Arial equipment and cranes require annual testing and inspections to be certified for use. A portion of the booms are fiberglass and must be tested with a Hipot machine. This machine sends an electrical current from the top of the boom to the lower portion of the boom to identify potential safety hazards. This piece of equipment will help Platte River's equipment meet annual certification requirements and improve safety for operators.

Tractor replacement - headquarters	9,000

Replace the existing tractor at headquarters with a like kind unit. The existing tractor is at the end of its useful life and needs to be replaced in order for facilities to continue required ground maintenance.

Refrigerant recovery machine - headquarters	8,500

Purchase a recover, recycle and recharge machine compatible with R1234YF refrigerant to maintain vehicle air conditioning systems. Vehicle air conditioning systems started switching to R1234YF refrigerant after 2015. This piece of equipment will be used to service Platte River's fleet.

Copier replacements	7,000

Replace a copier that is nearing the end of its useful life. To keep the copiers running reliably, Platte River has all copiers on a five-year replacement cycle which improves software security, toner and parts availability and reduces repairs.

Total general plant purchases	$	727,489
Total general plant capital additions	$	7,502,562

Asset retirement obligations capital additions

Trapper Mine post-mining reclamation	$	1,538,649

Project time frame: 2023-2041
Total cost estimate: $11,149,000

Post-mining reclamation activity, which is an asset retirement obligation due to Platte River's membership in Trapper Mining, Inc. and the Final Reclamation Agreement with its members. The amounts shown represent Platte River's portion of the total expected cashflow for final reclamation and mine closure based on detailed engineering calculations for a third party to perform the required work. Reclamation and mine closure costs are reviewed annually, and the costs are allocated to the members of Trapper Mining, Inc. based on cumulative tons of coal delivered.

Total 2026 capital additions	$	245,476,679

Capital five-year forecast

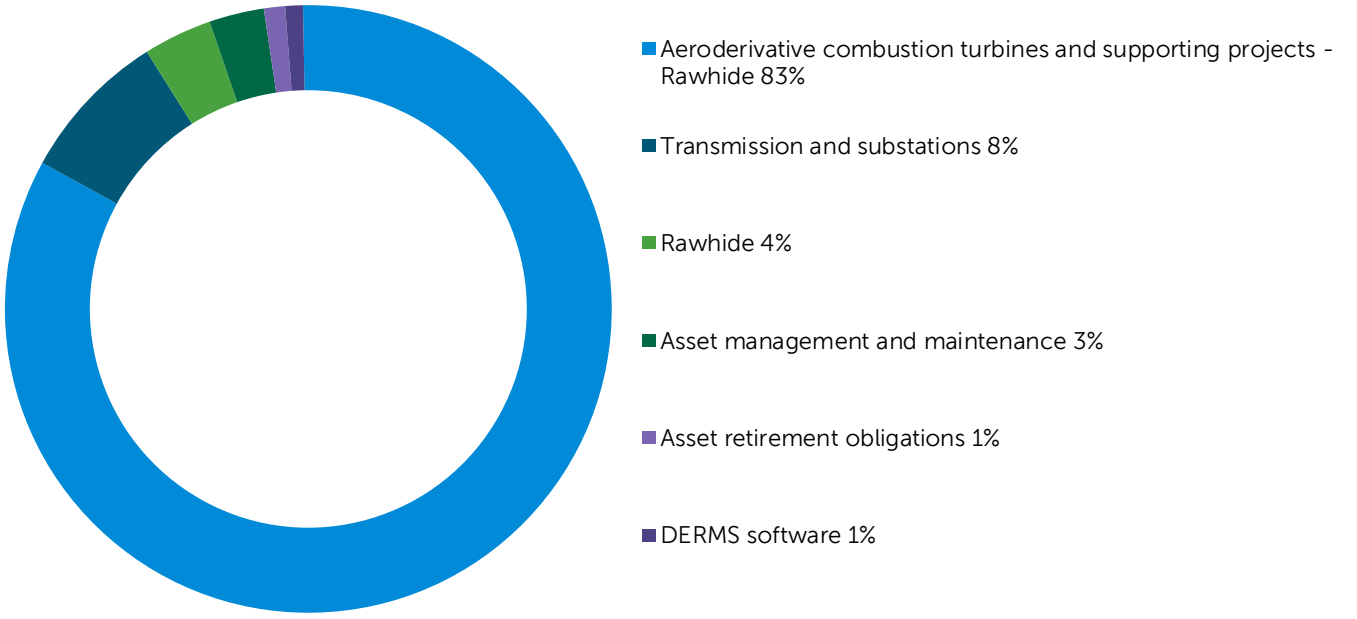
The five-year capital forecast outlines future investment in capital projects. Capital planning is an ongoing effort as needs change, so Platte River reviews and updates the plan three times annually, along with financial projections. The plan is the basis for each budget year. Due to the large capital investment needed for the resource transition, Platte River plans debt financing to provide funding as discussed in the debt service expenditures and debt-like obligations section.

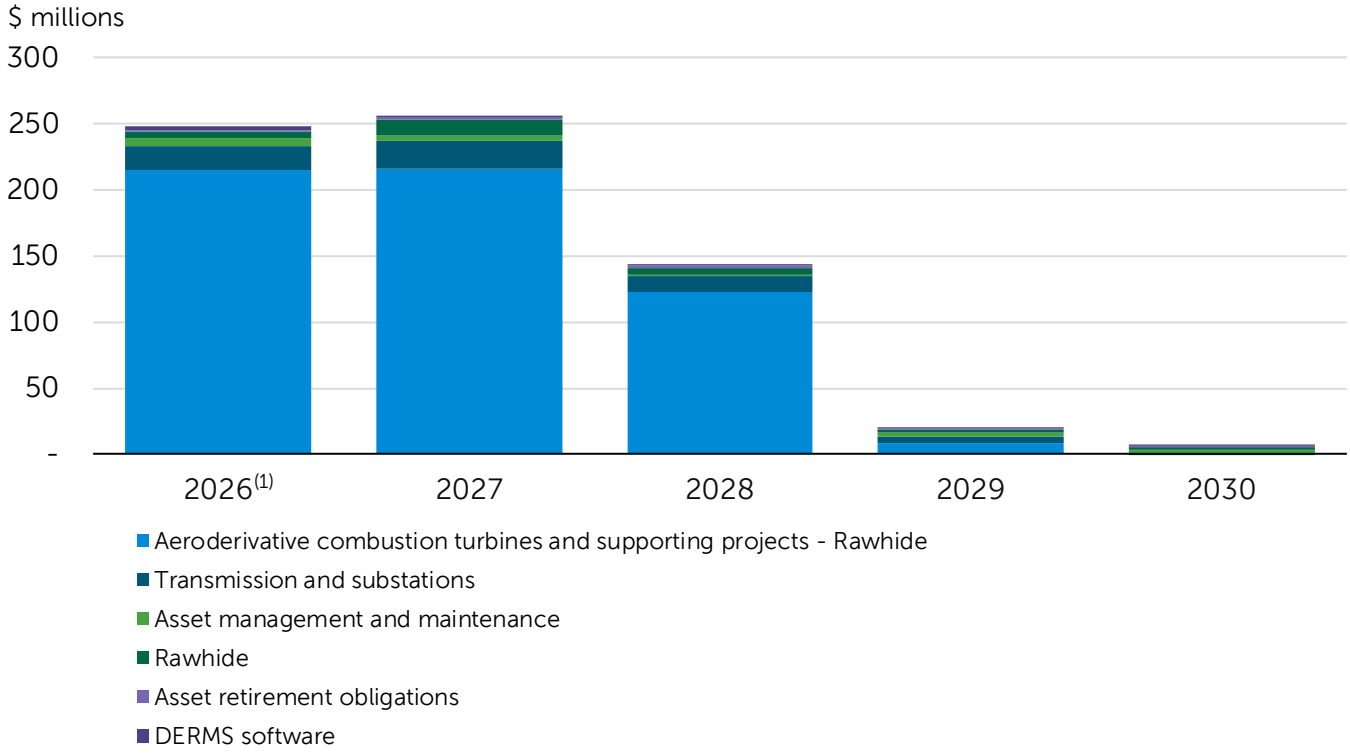
Production projects focus on plant equipment replacements and upgrades, combustion component upgrades, gas control valve replacements, wet compression upgrades, controls hardware upgrades, pump replacements, the new aeroderivative units and supporting projects.

Transmission projects focus on a substation expansion for the new aeroderivative units, a new owner community substation, transformer additions and replacements, distributed battery storage and transmission line modifications. The transmission team also coordinates and plans owner community requests for substation additions.

Future general plant projects focus on replacing information technology equipment (including fiber optic cable and equipment), implementing strategic software solutions (including DER management systems and additional energy market software), a storage addition, security improvements and other general plant equipment purchases. Asset retirement obligations consist of reclamation activities at Trapper Mine.

Capital five-year forecast
2026-2030
$675.2 million





(1) Includes $3.5 million in estimated carryover funds from 2025 budget to 2026 budget and timing differences on funding of fully reimbursable projects.

Debt service expenditures and debt-like obligations

Long-term financial projections combined with Strategic Financial Plan metrics determine the need for and timing of debt financings. Platte River's adjusted debt ratio in 2026 is expected to be 38%, meeting its Strategic Financial Plan adjusted debt ratio target of less than 50%. Debt proceeds have historically been used to finance production and transmission assets. Platte River is not legally restricted on the amount of debt it can issue. The adjusted debt ratio includes the below debt and debt-like obligations from Platte River's statement of net position:

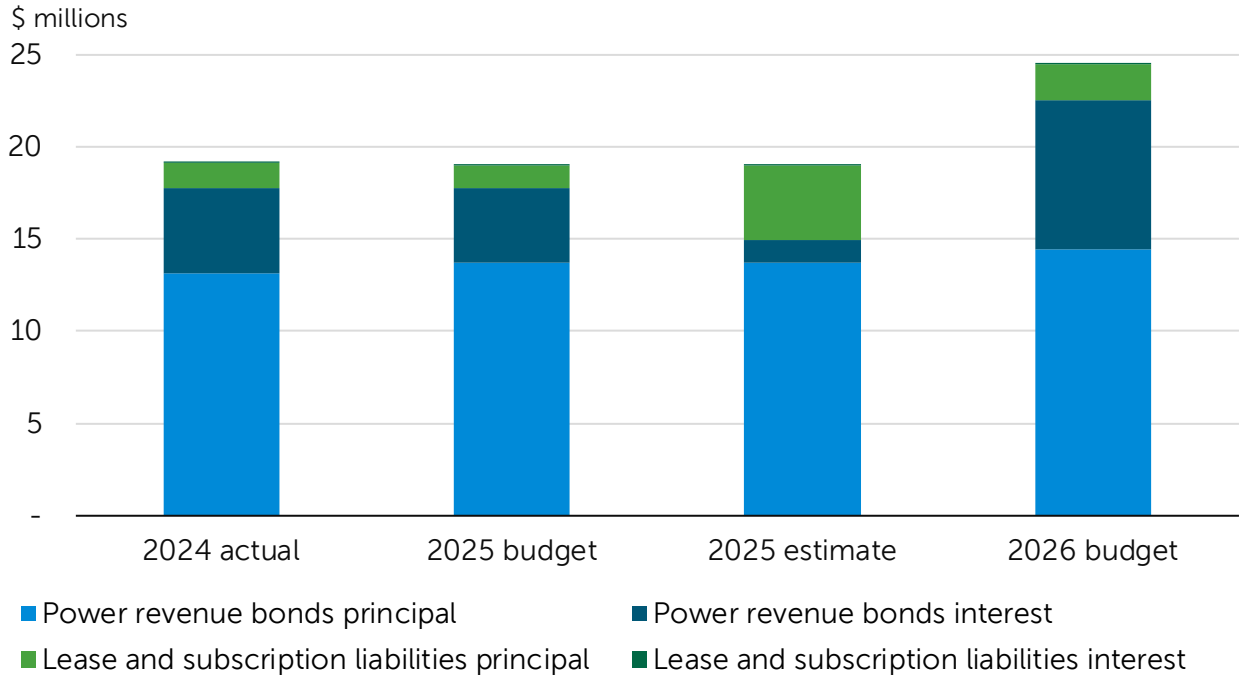
- **Outstanding long-term debt:** fixed-rate debt issued under Platte River's General Power Bond Resolution
- **Net pension liability:** Platte River's net unfunded obligation towards its defined-benefit, single-employer pension plan
- **Other long-term obligations:** amounts Platte River owes under a pooled financing arrangement
- **Lease and subscription liabilities:** amounts recognized from accounting pronouncements requiring Platte River to treat certain contracts as financing arrangements

Debt service expenditures include principal repayments and interest expense for power revenue bonds and estimated principal payments and interest expense for lease and subscription liabilities. Payments for pension contributions and the pooled financing arrangement are appropriated as operating expenses.

Platte River's General Power Bond Resolution requires that rates be sufficient to maintain a power revenue bond service coverage ratio minimum of 1.10 times. To support strong long-term financial sustainability, Platte River also maintains a 1.50 times fixed obligation charge coverage ratio as a Strategic Financial Plan metric. A minimum 1.50 times fixed obligation charge coverage ratio provides sufficient annual cash flows to meet the minimum 1.10 times bond service coverage ratio and partially fund future capital additions. This metric reclassifies debt-like obligations as fixed obligation charges. Debt-like obligations include demand or capacity payments on contracted assets and any debt service associated with off-balance sheet obligations. Platte River's 2026 fixed obligation charge coverage ratio is expected to be 1.55 times.

Debt service expenditures ($000)	2024 actual	2025 budget	2025 estimate	2026 budget
Principal				
Power revenue bonds	$ 13,146	$ 13,730	$ 13,730	$ 14,412
Lease and subscription liabilities	1,311	1,224	1,240	1,945
Total principal	14,457	14,954	14,970	16,357
Interest expense				
Power revenue bonds	4,642	4,022	4,022	8,099
Lease and subscription liabilities	66	70	102	81
Total interest expense	4,708	4,092	4,124	8,180
Total debt service expenditures	$ 19,165	$ 19,046	$ 19,094	$ 24,537

Debt service expenditures



Bond service coverage [1]	2024 actual	2025 budget	2025 estimate	2026 budget
Net revenues				
Operating revenues	$ 297,522,742	$ 313,159,727	$ 324,136,314	$ 335,764,123
Operating expenses, excluding depreciation, amortization and accretion	(233,070,831)	(250,261,984)	(246,273,430)	(264,352,516)
Net operating revenues	64,451,911	62,897,743	77,862,884	71,411,607
Plus interest and other income	14,673,046	11,396,886	12,962,689	10,433,401
Net revenues before rate stabilization	79,124,957	74,294,629	90,825,573	81,845,008
Rate stabilization				
Deposits	-	-	-	-
Withdrawals	-	-	-	-
Total net revenues	$ 79,124,957	$ 74,294,629	$ 90,825,573	$ 81,845,008
Bond service				
Power revenue bonds	$ 17,788,130	$ 17,752,098	$ 17,752,098	$ 22,511,226
Coverage				
Power revenue bond coverage ratio	4.45x	4.19x	5.12x	3.64x
Fixed obligation charge coverage [2]				
Total net revenues, above	$ 79,124,957	$ 74,294,629	$ 90,825,573	$ 81,845,008
Deferred revenues	(26,199,896)	(11,994,613)	(44,447,436)	(26,743,783)
Fixed obligation charges included in operating expenses	20,576,500	24,404,017	23,341,251	29,166,870
Adjusted net revenues before fixed obligation charges	$ 73,501,561	$ 86,704,033	$ 69,719,388	$ 84,268,095
Fixed obligation charges				
Power revenue bonds, above	$ 17,788,130	$ 17,752,098	$ 17,752,098	$ 22,511,226
Fixed obligation charges [3]	21,953,336	25,698,181	24,683,190	31,886,809
Total fixed obligation charges	$ 39,741,466	$ 43,450,279	$ 42,435,288	$ 54,398,035
Coverage				
Fixed obligation charge coverage ratio	1.85x	2.00x	1.64x	1.55x

(1) Effective July 2025, the bond service coverage calculation excludes deferred revenues and expenses accounted for under the deferred revenue and expense accounting policy. Previously stated line items have been restated to conform with the change in calculation.

(2) Fixed obligation charges are debt-like obligation payments as defined in the Strategic Financial Plan.

(3) This value includes lease and subscription debt service expenditures that are not included in operating expenses.

Outstanding long-term debt

Of the issued $85.7 million power revenue bonds outstanding at the end of 2026 for Series JJ and Series KK - taxable, approximately 80% and 20% relate to transmission assets and the Rawhide Energy Station, respectively. The weighted average cost of this debt during 2026 is forecast to be approximately 2.7%. A new Series LL debt financing of approximately $124.0 million is planned for 2026 to partially fund the aeroderivative combustion turbine project. A total of approximately $463.0 million of new debt financing is projected through the energy transition. While market conditions and other factors will influence actual debt service expenditures for this bond issuance, budgeted expenditures assume a 5.0% average cost for Series LL.

Long-term debt outstanding	2024 actual	2025 budget	2025 estimate	2026 budget
Power revenue bonds				
Series JJ	$ 90,590,000	$ 78,270,000	$ 78,270,000	$ 65,395,000[1]
Series KK - taxable	22,490,000	21,410,000	21,410,000	20,320,000[2]
Series LL	-	-	-	124,000,000[3]
Total power revenue bonds	113,080,000	99,680,000	99,680,000	209,715,000
Unamortized bond premium	7,526,504	5,728,173	5,728,173	4,218,949
Total long-term debt	$ 120,606,504	$ 105,408,173	$ 105,408,173	$ 213,933,949

(1) Series JJ remaining amount outstanding relates to transmission assets and Rawhide assets of $48.0 million (73%) and $17.4 million (27%), respectively, and matures each year through June 1, 2036.

(2) Series KK - taxable remaining amount outstanding relates to transmission assets and matures each year through June 1, 2037.

(3) Estimated amount of Series LL debt issuance planned for 2026.

The following bond service funding table includes requirements for Series JJ and Series KK – taxable only. Series LL funding requirements are not shown as they are uncertain until the debt financing is complete.

Bond service funding	Principal	Interest	Total
Deposits in 2025 for 2026 payment	$ 8,146,247	$ 313,257	$ 8,459,504
2026	14,312,085	3,449,142	17,761,227
2027	14,898,334	2,825,743	17,724,077
2028	15,443,333	2,245,896	17,689,229
2029	8,858,334	1,690,453	10,548,787
2030	4,093,333	1,351,651	5,444,984
2031-2035	28,386,250	4,042,159	32,428,409
2036-2037	5,542,084	174,762	5,716,846
Total bond service funding	$ 99,680,000	$ 16,093,063	$ 115,773,063

Platte River is committed to maintaining a strong credit rating, which is a significant factor in determining cost of debt. Platte River's senior lien debt credit is rated AA by all three credit rating agencies: Moody's Investor Service (Moody's), Fitch Ratings (Fitch) and S&P Global Ratings (S&P). The key factors in determining these ratings are the diversity and economic strengths of the owner communities, the "all-requirements" obligations under Platte River's Power Supply Agreements with the owner communities, Platte River's financial position, the board's willingness to raise rates, management expertise and overall competitive position.

Bond issue	Moody's	Fitch	S&P
Series JJ	- (1)	AA	AA
Series KK - taxable	Aa2	AA	- (1)

(1) Credit rating not obtained.

Net pension liability

Platte River maintains a defined-benefit, single-employer plan covering all regular employees of Platte River hired before Sept. 1, 2010. The defined benefit pension plan is closed to employees hired on or after that date. The net pension liability is measured and determined annually by actuarial valuations as of each calendar year end. Additional information on the defined benefit pension plan, including actuarial assumptions and net pension lability, is available in the footnotes to Platte River's audited financial statements posted at prpa.org/financial-information. Future pension liability balances and contributions to the plan will vary based on changes to actuarial assumptions and investment returns.

Net pension liability	2024 actual	2025 budget	2025 estimate	2026 budget
Net pension liability	$ 27,284,904	$ 19,738,000	$ 22,088,000	$ 16,646,000

Other long-term obligations

Platte River is a participant in a pooled financing arrangement that closed in 2021 to fund the Windy Gap Firming Project, which includes construction of the Chimney Hollow Reservoir. Due to alternate accounting treatment, the debt service payments under the pooled financing will be included in operations and maintenance and not accounted for as debt service. Instead, the liabilities are considered other long-term obligations. Payments are considered fixed obligation charges and the related pooled financing liabilities are included in Platte River's adjusted debt ratio.

The original pooled financing arrangement was not sufficient to fully fund completion of the project after increases due to a federal permit delay, environmental mitigation and enhancement, construction cost increases and additional engineering and construction management. Platte River elected to increase its share of the existing pooled financing by $11.8 million during 2025 through an amendment to the existing subordinate debt instrument. Consistent with the alternative accounting treatment of the original balances, this increase to payments for the additional pooled financing is included in operating expense

and not accounted for as debt service. Until all elements of the pooled financing arrangement are drawn to establish final borrowings and determine a fixed 30-year payment schedules, the repayment schedule that follows is subject to change.

Other long-term obligations	2024 actual	2025 budget	2025 estimate	2026 budget
Windy Gap Firming Project obligations				
Pooled financing senior debt	$ 61,046,133	$ 61,046,133	$ 61,046,133	$ 58,898,360
Pooled financing subordinate debt	32,359,551	44,030,662	44,148,621	44,148,621
Settlement liability	888,889	-	-	-
Total other long-term obligations	$ 94,294,573	$ 105,076,795	$ 105,194,754	$ 103,046,981

Pooled financing estimated funding	Estimated gross principal	Estimated interest	Total
2026	$ 2,147,773	$ 3,948,150	$ 6,095,923
2027	3,331,212	3,698,909	7,030,121
2028	3,464,579	3,563,730	7,028,309
2029	3,607,473	3,422,534	7,030,007
2030	3,753,108	3,274,861	7,027,969
2031-2035	21,232,446	13,913,969	35,146,415
2036-2040	25,920,099	9,225,112	35,145,211
2041-2045	18,141,514	4,229,639	22,371,153
2046-2050	11,284,971	2,441,147	13,726,118
2051-2055	10,359,206	842,714	11,201,920
2056	1,952,373	40,609	1,992,982
Total estimated funding	$ 105,194,754	$ 48,601,374	$ 153,796,128

In addition to the estimated funding above, Platte River is required to contribute to debt service reserve funds. The senior debt reserve fund, approximately $4.8 million, was established at the time senior bonds for the Windy Gap Firming Project were issued. The subordinate debt reserve fund, approximately $2.0 million, will be established in the future through annual contributions. These reserve funds are held on Platte River's statement of net position as other long-term assets until the funds are returned to Platte River or applied to debt service. All reserves are expected to be applied to debt service. The following table shows the estimated reserve balance and activity for the duration of the pooled financing.

Pooled financing estimated debt service reserve funding	Estimated contributions	Estimated applications to debt service	Projected reserves in other long-term assets at end of period
2026	$ -	$ -	$ 4,846,370
2027	199,298	-	5,045,668
2028	199,298	-	5,244,966
2029	199,298	-	5,444,264
2030	199,298	-	5,643,562
2031-2035	996,492	-	6,640,054
2036-2040	199,298	-	6,839,352
2041-2045	-	4,361,643	2,477,709
2046-2050	-	-	2,477,709
2051-2055	-	484,727	1,992,982
2056	-	1,992,982	-
Total estimated debt service reserve funding	$ 1,992,982	$ 6,839,352	

Lease and subscription liabilities

Platte River has adopted the principles of GASB Statement No. 87, Leases, and GASB Statement No. 96, Subscription-Based Information Technology Arrangements. These accounting pronouncements require leases and subscription-based information technology arrangements to be recorded as financing arrangements and the expenditures, previously considered operating expenses, to be classified as capital additions or debt service, depending on the status of the underlying project at the time of the expenditure. Following the pronouncements, Platte River budgets these types of payments for in-service projects as debt service, which are also considered fixed obligation charges, and the related liabilities are included in the adjusted debt ratio. While these liabilities have been minimal since adopting these standards, an increase is expected as the Weld Energy Storage project will qualify as a lease. Platte River will recognize the expected net present value of payments under the contract as a liability after the project is placed into service, although the first contractual payment is not expected until 2027.

Lease and subscription liabilities outstanding	2024 actual	2025 budget	2025 estimate	2026 budget
Lease liabilities	$ 101,684	$ 91,925	$ 91,925	$ 198,932,937
Subscription liabilities	3,328,705	2,422,317	2,646,727	3,064,549
Total lease and subscription liabilities	$ 3,430,389	$ 2,514,242	$ 2,738,652	$ 201,997,486

Lease and subscription liabilities estimated funding	Estimated principal	Estimated interest	Total
2026	$ 1,945,234	$ 80,382	$ 2,025,616
2027	8,006,395	8,295,419	16,301,814
2028	7,753,456	7,979,129	15,732,585
2029	7,352,570	7,661,771	15,014,341
2030	7,675,491	7,350,887	15,026,378
2031-2035	41,829,323	31,710,997	73,540,320
2036-2040	51,512,999	21,987,001	73,500,000
2041-2045	63,495,515	10,004,485	73,500,000
2046	14,371,737	328,263	14,700,000
Total lease and subscription liabilities estimated funding	$ 203,942,720	$ 95,398,334	$ 299,341,054

Lease and subscription liabilities estimated funding above represents those contracts for which 2026 budget appropriations or year-end liabilities are expected. Additional or changes to lease and subscription contracts or assumptions relating to those contracts, such as exercise of renewal options or renegotiation of contracts, may change future funding requirements.

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Additional information



Budget process

Platte River is a political subdivision of the state of Colorado and is subject to the Local Government Budget Law, C.R.S § 29-1-101, *et seq*. Platte River is not subject to Colorado's Taxpayer's Bill of Rights because it operates as an enterprise. Colorado law and Platte River financial policy require a balanced annual budget, meaning that projected revenues and available resources must equal anticipated expenditures. Platte River monitors anticipated revenues and expenditures to produce a balanced budget.

The statutory deadline for Platte River to submit its annual budget to its board of directors is Oct. 15. By that date, Platte River publishes a notice in newspapers of general circulation stating that the annual budget is available for public inspection and providing the date and time for a public hearing. The public can find the budget on Platte River's website at prpa.org/financial-information and at Platte River's headquarters at 2000 East Horsetooth Road, Fort Collins, Colorado.

Platte River developed this budget to align with its strategic initiatives and comply with the financial framework described in the financial governance section. Platte River follows an adaptive strategy to effectively maintain system reliability, demonstrate environmental responsibility and regulatory compliance, as well as manage risk. The summary below explains how Platte River develops, reviews and approves the budget.

Owner communities load forecast

Platte River develops a long-range load forecast using an econometric model that incorporates many independent variables, including population, economic activity, home air conditioning penetration, historical weather and DER adoption. While all DER are important, energy efficiency, distributed solar, EVs and beneficial electrification are the primary contributors to the future load forecast adjustments. The load forecast model relies on regression analysis of historical data to develop future forecasts. As most DER are in early stages of development and there is little historical data available, the load forecast model also contains projections of DER adoption rates. The load forecast is updated annually with the latest historical data and DER projections.

Production cost model

Platte River uses an hourly production cost simulation model to show the major revenue and expense categories (sales for resale, purchased power and fuel). Production estimates for each generation resource reflect assumptions for resource availability and performance; fuel and transportation contract costs; PPA terms; and market prices for sales for resale, supplemental purchased power, and natural gas.

Personnel budget

The personnel budget follows the board policy on employee total compensation. To establish the personnel budget, Platte River staff:

- reviews the current salary budget and includes a market adjustment based on data from a variety of published sources, both regional and from other utilities,
- adds any new approved positions, and
- adds other known increases or decreases, where applicable.

Department managers submit position descriptions and justifications for new positions. Directors and senior leaders review the requests and approve positions for the upcoming year based on greatest need and value to Platte River. The board approves headcount changes through the budget process.

Individual departments budget overtime and capital labor as a component of total salaries. The remaining salaries are allocated to the functional areas based on estimates of expected responsibilities. These estimates are informed by recent historical data and anticipated impacts of new or changing roles.

Medical and dental expenses are based on a mid-year projection provided by third-party consultants using historical claims and industry cost projections.

Department budgets

Each department submits its budget on an account-by-account basis, along with supporting justifications, explanations and statistical information. Department managers develop internal goals and work plans and align their activities with Platte River's strategic initiatives. Directors and senior leaders review and approve department budgets.

Craig Generating Station budget

Under the Yampa project participation agreement, Platte River owns 18% of the output from Craig Unit 2. Tri-State, as the operating agent for the Craig Generating Station, is responsible for the daily management, administration, operation and maintenance of the unit and related transmission facilities. The participants share all operations and maintenance costs, other than fuel, on a pro rata ownership basis. Participants must advance funds to the operating agent to pay operations and maintenance costs when due.

The Yampa project engineering and operating committee works closely with Tri-State staff to develop capital and operations and maintenance budgets to support plant reliability through the unit's remaining operating life. Because the parties do not yet have an enforceable decommissioning agreement and cost estimate, Platte River independently develops an accretion expense estimate, following the Craig units 1 (planned to be retired by the end of 2025) and 2 decommissioning accrual accounting policy discussed in the financial governance section. Platte River does not budget this expense but includes it in change in net position for rate recovery purposes. Platte River will appropriate costs for decommissioning in future budgets based on cashflows, like an asset retirement obligation.

Joint transmission

Platte River's share of jointly owned transmission projects includes costs for the Ault-Fort St. Vrain, Craig-Bonanza, Hayden-Blue River and Craig-Ault transmission lines, as well as Craig transmission costs. Operating agents develop the joint ownership project budgets, which the participants' engineering and operating committees approve.

Billable projects

Platte River performs services on behalf of the owner communities under intergovernmental agreements and directly bills each owner community for resulting costs. These services can include customer information systems, distribution, SCADA, substation security, engineering and other technical support services and fiber management.

Capital budget

Platte River's capital projects are based on a five- to 10-year planning horizon. With each budget cycle, staff:

- submits capital projects with a description and justification,
- plans projects based on resource availability,
- identifies, categorizes, ranks, and prioritizes strategic projects, and
- prepares a long-term capital forecast to review and update three times each year.

The long-term capital forecast is a significant input into long-range financial planning. It helps Platte River determine rates, projected cash flows and the timing of planned debt financings.

Budget contingency

Platte River may use its budget contingency to meet unforeseen expenditures, such as:

- unplanned generation or transmission outages,
- significant increases in power market or natural gas prices,
- unplanned expenses to maintain power supply to the owner communities, or
- a new accounting policy that alters expenditures.

Platte River may also use contingency for existing capital projects that require above-budget expenditures due to scheduling changes, payment timing differences, changes in work scope, price fluctuations or new projects best started before the next budget year. A contingency transfer is not unusual for capital projects.

Platte River's general manager/CEO or treasurer must approve use of contingency funds for any purpose. Staff updates the board on estimated and actual contingency fund transfers.

The contingency appropriation amount is approximately 20% of operating expenses and capital additions. This level of contingency helps Platte River also manage increased uncertainty related to the resource transition plan and energy markets.

Year	Contingency appropriation budget ($000) [1]	Appropriated amount ($000)	%	Purpose of transfer
2016	$20,000	$1,200	6%	Additional expenditures for the initial progress payments for the generator rotor replacement project and the generator stator rewind project completed during the 2018 scheduled maintenance outage.
2017	$20,000	$1,100	6%	Additional expenditures for the initial progress payments for the bottom ash and reclaim pond project completed during the 2018 scheduled maintenance outage.
2018	$23,000	-	-	
2019	$23,000	$1,779	8%	Additional expenditures for several capital projects including the Energy Engagement Center, Rawhide variable frequency drive, circuit switcher addition and breaker replacements at Harmony Substation, air compliance database software and vehicle fleet replacements.
2020	$26,000	$1,282	5%	Additional expenditures for bottom ash transfer impoundments and reclaim pond closure project.
2021	$28,000	$1,566	6%	Additional natural gas expense for high natural gas prices and additional combustion turbine generation to make sales, serve load and replace generation during Rawhide Unit 1's scheduled maintenance outage.
2022	$24,000	$17,465	73%	Additional natural gas expense for high natural gas prices and additional combustion turbine generation to make sales, serve load and replace generation during Rawhide Unit 1's scheduled screen outage. Additional expenditures for several capital projects including the SCADA and energy management system, the Rawhide pipeline reroute, combustion component upgrade on CT Unit D and Transformer T1 replacement at Longs Peak Substation. Additional debt service expenditures due to presentation of certain payments impacted by the implementation of GASB Statement No. 96.
2023	$52,000	$344	1%	Additional debt service expenditures due to presentation of certain payments impacted by the implementation of GASB Statement No. 96
2024	$56,000	$43,021	77%	Additional capital expenditures for the aeroderivative combustion turbines and Severance Substation projects. Additional debt service expenditures due to timing of an annual subscription liability payment.
2025	$75,000 [2]	-	-	

(1) Before 2018, the budgeted contingency appropriation was a fixed amount. From 2019 to 2022, the amount was approximately 10% of the operating expenses and capital additions to align with fluctuations in the budget. Beginning in 2023, the contingency appropriation amount increased to approximately 20% of operating expenses and capital additions to help Platte River manage increased uncertainty in future budgets related to the resource transition plan and organized energy market activities.

(2) A contingency transfer is projected, pending final 2025 results.

Management review

Staff prepares and analyzes financial statements, a budget summary, budget details, and division and department budget reports for management review. Finance staff meet with managers and the general manager/CEO to discuss the budget and confirm that expenditures for the budget year are consistent with goals, objectives, strategic initiatives, rate projections and Strategic Financial Plan metrics. After these meetings, staff may revise budget items and distribute revised reports to management for further review.

Budget document

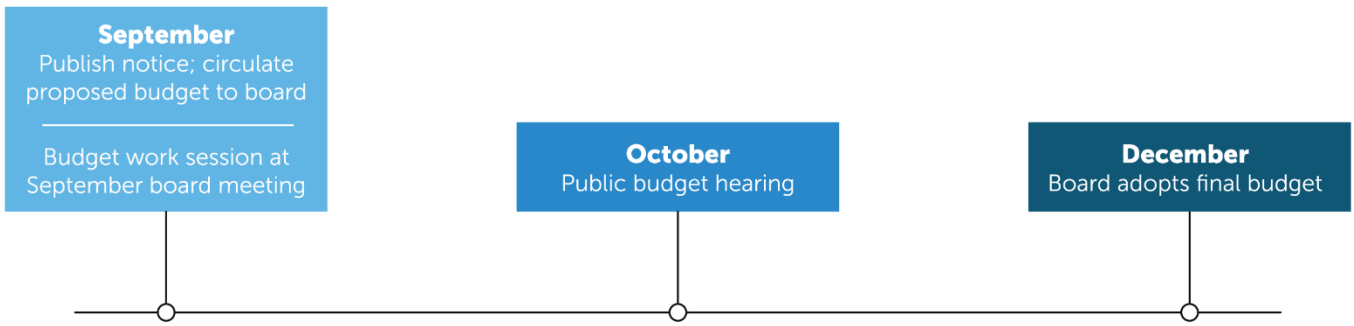
Platte River's management uses the strategic budget for planning and to communicate with the board of directors and the public. The budget document complies with Colorado's Local Government Budget Law. Platte River submits its budget to the state no later than 30 days after the start of the budgeted fiscal year. The budget document must include:

- all proposed expenditures and all sources of anticipated income,
- estimated beginning and ending fund balances,
- corresponding actual figures for the prior fiscal year and estimated figures projected through the end of the current fiscal year,
- a written budget message, and
- explanatory schedules or statements.

Staff may reclassify some budget amounts to remain consistent with the upcoming budget year presentation. These reclassifications do not change budgeted amounts and results.

Board review and adoption

The diagram below depicts the process for Platte River's board to review and adopt the budget.



Revisions between the proposed and adopted budget typically include a revised production cost model run and refinements to operations and maintenance expenses and capital additions. Revisions can include changes to market assumptions, fuel costs, personnel costs, other various departmental expenses, timing or scope of capital projects and any other change needed for the board to adopt a more accurate and complete budget.

Budget amendments

Platte River may need to amend the budget if total expenditures, including contingency, are expected to exceed the adopted budget. Under Colorado law, the process for budget amendments is the same as the annual budget process: a board meeting notice, a public hearing, and board adoption. A budget amendment would also be timely filed with the state.

Distinguished Budget Presentation Award

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to Platte River Power Authority for its 2025 Strategic Budget for the fiscal year beginning Jan. 1, 2025. To receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan and as a communications device. This is the sixth consecutive year Platte River has earned this award.

The award is valid for one year only. We believe our current budget continues to conform to program requirements, and will submit it to GFOA to determine its eligibility for another award.

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

Platte River Power Authority
Colorado

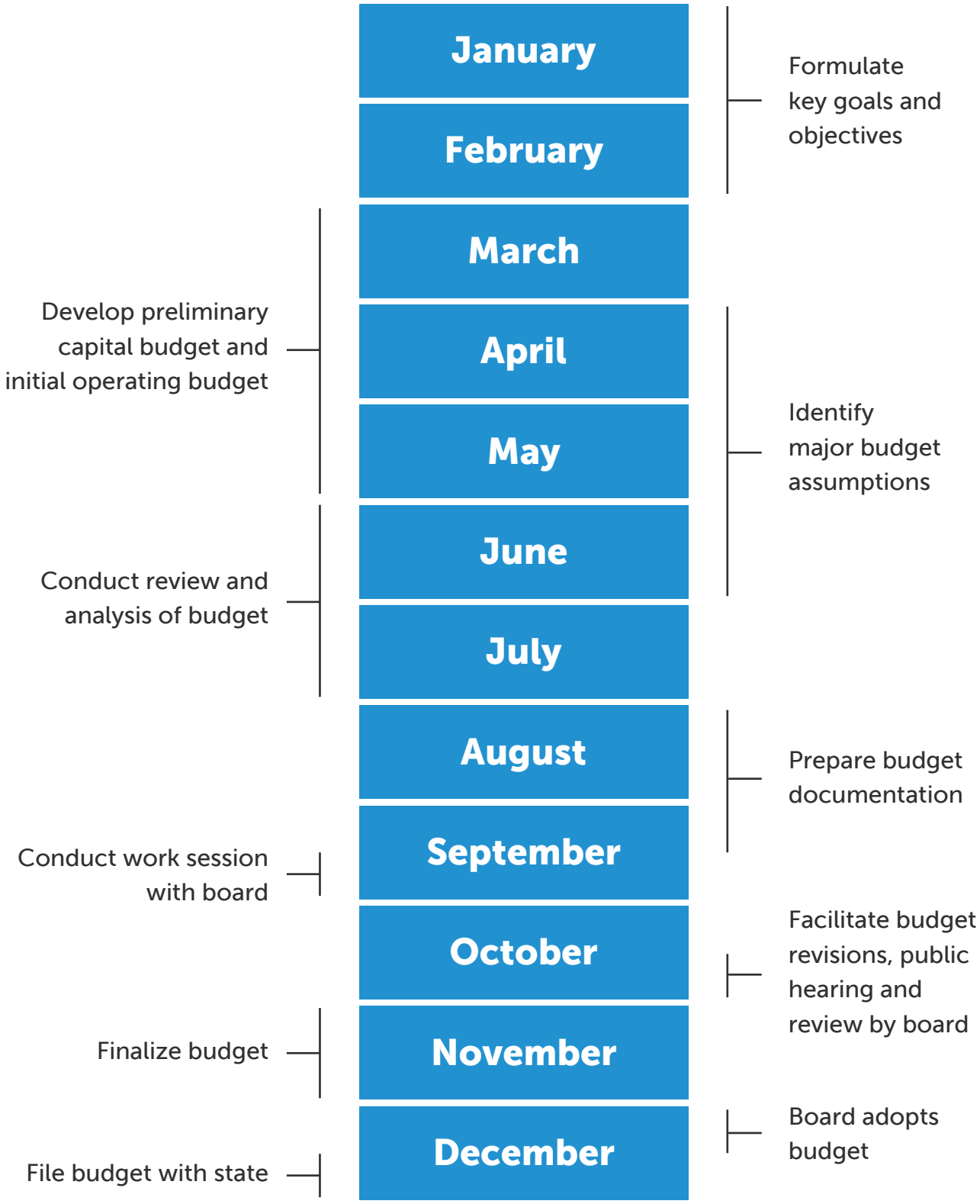
For the Fiscal Year Beginning

January 01, 2025

Christopher P. Morrill

Executive Director

Budget schedule



Financial governance

The Local Government Budget Law of Colorado, in addition to the policies listed below, provides the framework for Platte River's financial activities and budget development.

Fiscal resolution

As required by the Organic Contract, the board adopted a fiscal resolution that governs Platte River's financial transactions.

Strategic Financial Plan

In support of Platte River's foundational pillars of providing reliable, environmentally responsible and financially sustainable energy and services, and Platte River's mission, vision, values and strategic initiatives, the Strategic Financial Plan provides direction to preserve long-term financial sustainability and manage financial risk. The objectives of the Strategic Financial Plan are as follows:

- Generate adequate earnings margins and cash flows
- Maintain sufficient liquidity for operational stability
- Maintain access to low-cost capital
- Provide wholesale rate stability

Platte River is also subject to the following financial and rate requirements:

- General powers of Platte River, as stated by Colorado Revised Statute 29-1-204(3)(j), include the right to fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided. Platte River's Board of Directors have the exclusive authority to establish electric rates.
- Power Supply Agreements with the owner communities require the board to review rates at least once each calendar year. The Power Supply Agreements also require also require rates to be sufficient to cover all operating and maintenance expenses, purchased power costs, bond service expenses, and to provide reasonable reserves and adequate earnings margins so Platte River may obtain favorable debt financing.
- The General Power Bond Resolution requires that rates be sufficient to generate net revenues that cover bond service expense at a minimum 1.10 times. Platte River must review rates and charges as necessary, no less than once each calendar year.

To meet these objectives and requirements, staff established financial metrics and rate stability strategies. The financial metrics take into consideration rating agency guidelines, targeting a "AA" category credit rating. The rate stability strategies include fiscal responsibility and rate smoothing.

Additionally, to manage financial assets and risk, staff will continue to implement and maintain prudent business practices in managing reserves and budgeting, complying with financial policies and procedures and maintaining the enterprise risk management program.

Staff analyzes financial results and projections relative to the financial metrics throughout the year. Staff must formally review the Strategic Financial Plan with the board at least every five years.

Financial metrics

The Strategic Financial Plan metrics support Platte River's financial obligations (including those established by the Colorado Revised Statutes, Power Supply Agreements, and General Power Bond Resolution) and preserve long-term financial sustainability (cash flow, earnings, leverage, liquidity). The financial metrics maintain adequate reserves and provide balance between financing capital investments with cash and debt.

Strong financial metrics gives Platte River flexibility to implement necessary rate changes and to smooth rates over longer periods of time to minimize short-term rate impacts. Multi-year performance is considered during the evaluation of rate action and decision-making. Platte River may not achieve financial metric projections in all years if staff considers the deficiency temporary.

The financial metrics described below were established based on guidelines provided for a "AA" category credit rating by Moody's, Fitch and Platte River's financial objectives. Platte River's financial advisor, PFM Financial Advisors LLC, also reviewed the Strategic Financial Plan.

- **Cash flow metric:** Generate minimum 1.50 times fixed obligation charge coverage ratio
- **Earnings metric:** Generate minimum change in net position equal to 3% of annual operating expenses
- **Leverage metric:** Target adjusted debt ratio less than 50%
- **Liquidity metric:** Target minimum 200 days adjusted liquidity on hand

Included within the liquidity metric is the rate stabilization fund, established and maintained as allowed by the General Power Bond Resolution. The purpose of the rate stabilization fund is to reduce or eliminate the rate impact from an unforeseen event that affects Platte River's ability to meet the minimum legal bond service coverage ratio requirement, but not to smooth the rate impacts of continued typical business operations. Platte River has never withdrawn funds from the account to meet bond service coverage. The current rate stabilization account is a statement of net position item of approximately $20 million. Staff uses risk analysis each year to determine the appropriate level to maintain in the account.

Rate stability strategies

Competitive wholesale rates give the owner communities an economic advantage for their residential, commercial and industrial customers. Platte River strives to maintain services and rates offered at competitive prices compared to similar services and products provided by other wholesale electric utilities in the region. Platte River has implemented the following rate strategies to help reduce long-term rate pressure and give the owner communities greater rate predictability.

Fiscal responsibility

Revenue generation

When financially advantageous and operationally feasible, Platte River sells generation surplus to owner community needs to other regional utilities on a short- or long-term basis. Margin from these sales reduces Platte River's revenue requirement and benefits the owner communities through lower rates. Staff proactively seeks sales opportunities.

Expense management

Platte River prioritizes preventive and predictive maintenance strategies and proactive capital investments to provide long-term system benefits and efficiencies. Platte River will continue to invest in its existing power generation and transmission assets to maintain operational efficiency and to proactively address federal and state regulatory requirements. Platte River plans to expand its investment in noncarbon resources, such as wind and solar, DER and other generating capacity as needed and retire coal-fired generation. Targeting a "AA" category credit rating through the financial metrics provides access to low-cost capital to support these investments. Platte River is committed to managing costs through its budget and long-term financial planning processes.

Rate smoothing

The board establishes tariffs and charges based on projected cost of service with adequate margin to achieve Strategic Financial Plan financial metrics. Rate smoothing is accomplished through accounting policies and multi-year analysis to develop a long-term rate path with greater predictability.

Accounting policies - revenue and expense smoothing

As a board-regulated entity, Platte River is subject to the provisions of GASB Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, Regulated Operations, paragraphs 476–500, which requires the effects of the rate making process to be recorded in the financial statements. Accordingly, certain revenues and expenses normally reflected in the statements of revenues, expenses and changes in net position as incurred are recognized when they are included in wholesale rates. Platte River adopts accounting policies that help stabilize rates.

Multi-year rate analysis

The board prefers to use a multi-year rate smoothing strategy, as deemed appropriate, to avoid greater single-year rate impacts or to accomplish specified objectives. Platte River will use this mechanism to stabilize rates and increase financial flexibility.

Integrated resource plan

Critical to the budgeting and rate projection process, an IRP establishes a short-term action plan and long-term resource acquisition trajectory for meeting forecasted electric load. Plans are modeled using a combination of supply-side generation resources and DER. Platte River's

IRP uses sophisticated modeling that includes Platte River's unique resources, available technologies and specific constraints, all studied by industry experts using best practices to develop supply portfolio options over a 20-year planning period. The resource portfolio model includes capital, operational, fuel and other costs. Community engagement is a significant part of the IRP development process, and Platte River engages with the owner communities on multiple levels to gain public input from as many retail customers as possible on the proposed long-term supply portfolios.

Decisions to invest in and maintain generating resources are significant and complex, with long-range financial and environmental implications that vary widely depending on the selected resource portfolio mix. The IRP results can significantly affect rate requirements as selected resources are factored into rate projections. Platte River updates the assumptions to achieve the selected path annually and incorporates them into financial and rate projections. Platte River must complete an IRP every five years, with the most recent being submitted in 2024, one year early, and covering the planning period from 2024 to 2043. Platte River plans to prepare its next IRP in 2028. Completing the 2024 and 2028 IRPs ahead of the standard five-year schedule allows Platte River to reflect the most up-to-date assumptions and consider latest technologies; Platte River will complete three IRPs between the date the board adopted the Resource Diversification Policy and the date Rawhide Unit 1 retires. Additional information about the current IRP is available on Platte River's website at prpa.org/2024irp.

Financial projections and cost of service

Platte River's financial model, updated three times annually, is designed to coincide with resource planning models and the IRP. While the planning horizon typically extends 10 years, staff can evaluate scenarios out to 20 years. Key metrics typically identified and reported by the financial model include average wholesale rate projections (including annual rate increases) and the Strategic Financial Plan metrics. Platte River uses the financial model to obtain forward-looking insight into the impact of IRP portfolios and the possible need to adjust long-term financial plans, including debt financing and rate adjustments, to meet Strategic Financial Plan objectives.

The cost of service model determines specific charges outlined in the tariff schedules for the upcoming year's budget. It incorporates budgeted expenses using FERC functional areas and determines which specific charges should be used for cost recovery of each expense. The cost of service model supports system benefits by producing unbundled charges that are transparent and aligned with underlying cost structures.

Power Supply Agreements

The Power Supply Agreements define the terms and conditions for Platte River's sale of wholesale electricity to the owner communities. Currently all four Power Supply Agreements run through 2060 and coordinated efforts are underway to update and extend the agreements.

General Power Bond Resolution

The General Power Bond Resolution allows Platte River to issue and sell bonds for a specific purpose and establishes the rights and responsibilities of each party (the issuer and the bondholder) in a bond contract. The bonds entitle the holders to interest payments and the return of principal.

Bond service coverage

Bond service coverage is a measure of Platte River's ability to generate cash to pay bondholders and is a key indicator of financial strength. Credit rating agencies review bond service coverage when assessing Platte River's credit quality. Under the General Power Bond Resolution, Platte River must charge wholesale electric energy rates to the owner communities that are reasonably expected to yield net revenues for the forthcoming 12-month period that are at least equal to 1.10 times total power bond service requirements.

Restricted, dedicated and unrestricted funds

Platte River has three categories of funds. Restricted funds are a requirement of the General Power Bond Resolution. Dedicated funds are Platte River-defined obligations for a specific purpose. All remaining funds are unrestricted. Following governmental accounting pronouncements, net position is categorized for reporting purposes as net investment in capital assets, restricted and unrestricted.

Investments

Platte River's investment policy provides a framework for managing its investments. Platte River must invest and manage assets as a prudent investor would, by considering the purposes, cash requirements and terms of various funds. In satisfying this standard, the chief financial officer must exercise reasonable care, skill and caution. Investment and management decisions will be evaluated not in isolation but in the context of the portfolio as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to Platte River. The primary objectives of investment activities are safety, liquidity and yield. Platte River invests only in obligations of the United States government and its agencies and other investments permitted under Colorado law.

Enterprise risk management

Platte River is committed to enterprise risk management, which is the process to identify potential events that may affect its ability to meet strategic objectives and manage identified risks appropriately. The risk oversight committee, consisting of the general manager/CEO and the senior leadership team, monitors the risk environment and provides direction to accept, avoid, mitigate or transfer, to an acceptable level, the risks that may adversely affect Platte River's ability to achieve its goals. Additionally, the risk oversight committee supports organization-wide efforts to identify, assess, treat, monitor, communicate and report enterprise risks. Platte River has also established an energy risk management framework, as a

subset of enterprise risk management, to manage energy-related risks. The enterprise risk management program is continually evolving to incorporate industry best practices.

Platte River maintains several different types of insurance, including auto liability, commercial crime, cyber liability, directors and officer's liability, fiduciary liability, excess liability, medical professional, property, employee health and workers' compensation. Insurance coverages and limits are commensurate with operating the electric system and Platte River's contractual requirements.

Basis of accounting

Platte River accounts for its financial operations as a proprietary fund and uses the modified accrual basis of accounting for budgetary reporting purposes. Under the modified accrual basis of accounting, certain non-cash items are excluded from budget appropriation, including but not limited to depreciation expense for fixed assets, amortization for asset retirement obligations and subscription assets, accretion expense for Craig units decommissioning costs, accrued compensated absences, amortization of bond financing costs and unrealized gains or losses. Debt principal is included in the budget under the modified accrual basis of accounting. For financial statement reporting purposes, Platte River uses the full accrual basis of accounting, conforming to accounting principles generally accepted in the United States of America. Platte River maintains its accounts according to FERC's Uniform System of Accounts.

As a board-regulated entity, Platte River is subject to GASB Statement No. 62, which requires the effects of the rate making process to be recorded in the financial statements. Accordingly, certain expenses and revenues normally reflected in the statements of revenues, expenses and changes in net position as incurred are recognized when they are included in Platte River's wholesale rates. These policies are used as rate-setting strategies. Below is a list of Platte River Board-approved accounting policies for specific activities following this standard:

- Additional pension funding expense recognition
- Pension contribution expense recognition
- Debt issuance expense recognition
- Maintenance outage expense accrual
- Change in depreciation method
- Windy Gap Firming Project
- Craig units 1 and 2 decommissioning accrual
- Deferred revenue and expense

Operating revenues and expenses

Operating revenues and expenses consist of those revenues and costs directly related to the generation, purchase and transmission of electricity. Operating revenues are billed and recorded at the end of each month for all electricity delivered. Revenues and expenses related to financing, investing and other activities are considered to be nonoperating.

Capital

Capital additions include expenditures of $5,000 or more for property, equipment or construction projects with an estimated useful life greater than two years. Expenditures less than $5,000 are reflected in the operations and maintenance expense budget. Where applicable, expenditures also include payments to vendors made under GASB statements 87 and 96 before the underlying asset is placed into service. Depreciation is recorded using the straight-line method over the estimated useful lives of the various assets of plant in service. For budgetary reporting, capital additions also include appropriations for asset retirement obligations, discussed further in this section. The Craig Generating Station capital budget was prepared by the operating agent, Tri-State, and has been approved by the engineering and operating committee, of which Platte River is a member.

Platte River management emphasizes project management, specifically reviewing resource availability, as well as improving project planning and execution. This process will continue to evolve to support operational excellence.

Capital projects can be delayed for various reasons. Unexpended amounts may be due to construction delays, change in scope or payment timing differences. This will be determined after the Dec. 31 year-end closing. Budget law allows Platte River to carry over into the next year any unexpended balance of funds appropriated for the previous year's expenditures. The amounts required in the next year to complete the previous year's projects will then be transferred to the appropriate budget categories in the next year. This is called the carryover process and is preferred over re-budgeting the funds. Capital additions will be funded either from current operations or proceeds from debt financings.

As unplanned projects or additional fund requests for existing projects come up throughout the year, project managers follow the internal out-of-budget or overbudget request process to submit the request for consideration. Each request for a new project or additional funding for an existing project is described and justified, evaluating both direct and indirect impacts. The general manager/CEO then reviews the requests on merit. If a request is approved, overall project schedules may change to accommodate the new or revised project. Because of project variability and uncertainty, staff closely tracks funding and uses the carryover process if a project cannot be completed in the current year. If additional funds are required for all capital additions at the enterprise-wide level, staff will request a contingency transfer to move funds into the capital budget.

Asset retirement obligations

Asset retirement obligations originate when a legally enforceable liability associated with the retirement of a tangible capital asset exists and can be reasonably estimated. After Platte River adopted GASB Statement No. 83, Certain Asset Retirement Obligations, asset retirement obligations are appropriated for budgetary purposes on a cash basis method aligned with when liabilities are anticipated to be settled as retirement activities occur. For financial reporting purposes, the expense of the liabilities is recognized in the period during which the underlying capital asset is used. This is achieved by recording a deferred outflow of resources

equal to the liability, which is subsequently recognized as amortization expense during the pre-retirement period. The liability and associated deferred outflow of resources are evaluated annually for an inflationary adjustment and changes in estimated costs, and adjusted when necessary. Before Platte River adopted this statement, identified asset retirement obligations were appropriated through operations and maintenance expense with no differences in budgetary and financial reporting.

The following table summarizes anticipated asset retirement obligations for financial reporting purposes at the end of 2025, including the periods in which amortization is expected to be recognized. Budget appropriation occurs as actual retirement activities begin and are reflected as capital additions.

Asset retirement obligations	Estimated liability as of Dec. 31, 2025	Estimated unamortized deferred outflow of resources as of Dec. 31, 2025	2026 budget amortization	Amortization period end date
Rawhide Unit 1 impoundment - phosphorous removal ponds	$ 6,011,869	$ 2,620,132	$ 655,032	2029
Rawhide Energy Station decommissioning	28,304,303	24,558,017	818,604	2055
Craig Generating Station impoundments	4,352,678	2,020,139	734,593	2028
Trapper Mine post-mining reclamation	10,813,823	-	310,288	2028[1]
Total asset retirement obligations	$ 49,482,673	$ 29,198,288	$ 2,518,517	

(1) Current deferred outflows of resources are expected to be fully amortized by 2025 aligned with the current coal contract. 2026 budget and this date reflect new contract assumptions resulting in amortization past the current contract.

Acronyms and terms

2025 estimate	Current estimate of revenues and expenditures to reflect actual revenues and expenditures (January through July) and budget revenues and expenditures (August through December). Modifications were made to reflect more accurate projections.
Accretion	Gradual recognition of an expense related to a long-term liability.
Accrual	An expense is recognized when incurred, before cash is paid out.
Adjusted debt ratio	Adjusted debt ratio measures statement of net position leverage. An adjusted debt ratio less than 50% gives Platte River a strong statement of net position and reduces the risk of becoming over leveraged.
Aeroderivative units	A combustion turbine which was originally designed for aviation use to create thrust but has been adapted to generate electricity.
Amortization	Gradual reduction of book value for a non-depreciable asset.
Balanced budget	A budget that has sufficient projected revenues and available resources to equal anticipated expenditures.
Bond service	Power revenue bond interest and principal.
Bond service coverage	Net revenues divided by power revenue bond service.
Capacity factor	The ratio of the actual output of a generator for a given period of time to the nameplate capacity rating of the generator.
Capital and debt management fund	A dedicated fund authorized by Platte River's Strategic Financial Plan to be used in managing debt and to provide reserves for future capital additions.

Capital expenditure	Expenditures of $5,000 or more for property, equipment or construction projects with an estimated useful life greater than two years.
CDOT	Colorado Department of Transportation.
Change in net position	Revenues less operating costs, depreciation, amortization, accretion and interest expense.
Contingency	An appropriation of funds to cover unforeseen expenditures which may occur during the budget year.
CRSP	Colorado River Storage Project – division of WAPA.
Days adjusted liquidity on hand	Days adjusted liquidity on hand measures Platte River's ability to meet daily operating cash flow requirements. It also serves as a hedge against unforeseen financial obligations resulting from significant events and provides flexibility to take advantage of opportunities. Achieving this metric generates and maintains adequate cash. Cash that is liquid or unrestricted refers to total funds excluding legally required reserves under the General Power Bond Resolution.
Debt service	Interest and principal, including those for bonds and lease and subscription liabilities.
Depreciation	The portion of the cost of a fixed asset expensed to operations to allow for consumed usefulness.
DER	Distributed energy resource(s).
Distributed energy resources management system	Distributed energy resources management system (DERMS) is a platform that integrates DER into electric systems with a goal of making them more visible, manageable and responsive to electric system needs.
EV	Electric vehicle.
FERC	Federal Energy Regulatory Commission.
Fiscal resolution	A resolution that governs the financial transactions of Platte River.

Fixed asset	See capital expenditure.
Fixed obligation charge coverage ratio	The fixed obligation charge coverage ratio is a measurement of Platte River's annual cash flows and their ability to repay annual power revenue bond service expense and debt-like obligations. Debt-like obligations include demand or capacity payments on contracted assets and any debt service associated with off-balance sheet obligations. A minimum 1.50 times fixed obligation charge coverage ratio provides sufficient annual cash flows to meet the legal minimum 1.10 times bond service coverage ratio requirement and partially fund future capital additions.
Frame units	A combustion turbine which was designed originally and specifically to generate electricity.
GASB	Governmental Accounting Standards Board, the source of generally accepted accounting principles used by state and local governments in the United States.
General Power Bond Resolution	A resolution for providing the issuance of power revenue bonds.
GFOA	Government Finance Officers Association of the United States and Canada.
GW	Gigawatt, one thousand megawatts; one million kilowatts.
GWh	One gigawatt of power delivered steadily for one hour.
HVAC	Heating, ventilation and air conditioning.
IRP	Integrated resource plan.
kW	Kilowatt; one thousand watts.
kW-Mo	The maximum kW reached or made available during a calendar month used for billing demand or capacity.
kWh	One kilowatt of power delivered steadily for one hour.

kV	Kilovolt; one thousand volts.
LAP	Loveland Area Projects – division of WAPA.
MBtu	One million Btu. A Btu is a British thermal unit and is the standard unit for measuring quantity of heat energy and represents the amount of heat energy necessary to raise the temperature of one pound of water one degree Fahrenheit.
$MTCO_2e$	Metric tons of carbon dioxide equivalent is a standardized unit of measure to report and compare the impact of different greenhouse gases in terms of the amount of carbon dioxide that would have the same global warming potential over a specific timeframe.
MW	Megawatt; one thousand kilowatts.
MWh	One megawatt of power delivered steadily for one hour.
MW-Mo	The maximum MW reached or made available during a calendar month used for billing demand or capacity.
NERC	North American Electric Reliability Corporation.
Net position	Difference between total assets plus deferred outflows of resources and total liabilities plus deferred inflows of resources.
Net revenue	Total revenues less operation and maintenance expenses during a period.
O&M	Operations and maintenance.
Organized energy market	A system in which participants submit offers to buy or sell wholesale energy and ancillary services as a commodity. Utilizing pricing signals and operational capabilities to leverage the lowest-cost resources to serve load while managing risk and congestion, market operators efficiently dispatch resources across participating utilities, reducing fuel and maintenance costs while increasing reliability and integration of renewable resources.

Owner communities	Town of Estes Park, City of Fort Collins, City of Longmont and City of Loveland are the owner communities of Platte River.
PPA	Power purchase agreement.
Rate stabilization fund	An account established by Platte River's General Power Bond Resolution used to achieve net revenues toward the minimum bond service coverage ratio of 1.10x.
REC	Renewable energy certificate.
Restricted assets	Cash and investment accounts restricted to use by bond covenants or laws and regulations.
RFP	Request for proposals.
Sales for resale – long-term	Sales of energy set forth by a contract with duration greater than one year.
Sales for resale – short-term	Sales of electric energy for a period of one year or less.
SCADA	Supervisory control and data acquisition.
SPP	Southwest Power Pool.
SPP RTO	The SPP RTO is a centralized, financially binding day-ahead and real-time market, as well as regional transmission planning mechanism. Participation in the SPP RTO should yield additional benefits beyond those of the SPP WEIS market through improved reliability and regional transmission planning to reduce congestion for the benefit of the overall footprint.
SPP WEIS market	Western Energy Imbalance Service, which is a real-time, five-minute organized energy market operated by SPP.
Tri-State	Tri-State Generation and Transmission Association, Inc.
VPP	Virtual power plant, which is a portfolio of flexible DER capable of being operated, on a schedule basis or in near-real-time, to manage the electric supply-demand balance.

WAPA	Western Area Power Administration.
WECC	Western Electricity Coordinating Council.
Wheeling	Use of transmission facilities by other utilities.

Platte River Power Authority

Estes Park • Fort Collins • Longmont • Loveland

Memorandum

Date: 9/17/2025

To: Board of directors

From: Jason Frisbie, general manager and chief executive officer
Dave Smalley, chief financial officer and deputy general manager
Shelley Nywall, director of finance
Wade Hancock, senior manager, financial planning and rates

Subject: **2026 Rate Tariff Schedules**

At the September board meeting, staff will review the 2026 Rate Tariff Schedules. Clean and redlined versions of the tariff document are attached for your review.

Staff presented details of the 2026 Rate Tariff Schedules and proposed charges at the May board meeting. Staff provides the charges in May to accommodate the owner communities' budget preparation and rate development schedules. The 2026 budgeted average wholesale rate increase is 6.3% from the 2025 budget.

The tariffs and rate recommendations include the following:

- **Firm Power Service Tariff (Tariff FP-26)**: Charges are as presented in May.
- **Standard Offer Energy Purchase Tariff (Tariff SO-26):** Updated obligations for participation in the Southwest Power Pool energy markets and changed pricing to be calculated at the time of energy delivery.
- **Wholesale Transmission Service Tariff (Tariff WT-26):** Charges are as adopted in May. Language has been added to rescind this tariff when Platte River joins the Southwest Power Pool Regional Transmission Organization.
- **Large Customer Tariff (LC-26):** Added language to comply with any Platte River board-established policies governing new large loads.

At the October board meeting, staff will ask the board to adopt the 2026 Rate Tariff Schedules with a Jan. 1, 2026, effective date.

Attachments

- 2026 Rate Tariff Schedules – draft
- 2026 Rate Tariff Schedules – draft redline

Platte River Power Authority

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2026 Rate Tariff Schedules

Draft

Firm Power Service Tariff (Tariff FP-26)

Applicability:

The Firm Power Service Tariff (Tariff FP-26) will apply to all firm electric service furnished to an Owner Community for distribution and resale pursuant to its contract with Platte River Power Authority (Platte River), unless the Owner Community purchases a portion of its electricity requirements under another tariff schedule. For the purposes of this tariff the "Owner Communities" means the Town of Estes Park, the City of Fort Collins, the City of Longmont and the City of Loveland.

This tariff will not be available to an Owner Community for service to (a) any retail customer that requests new service entrance capacity of 10,000 kilowatts or greater or (b) any retail customer that has a new load of an unusual nature that cannot be readily served from the Owner Community's distribution system. Electric power and energy services that are provided to an Owner Community for resale to customers that are excluded from service under this tariff will be provided under the terms and conditions of the Large Customer Service Tariff.

Character of Service:

Alternating current 60 hertz; three-phase; delivery at 115 kilovolt or at other voltages subject to conditions as agreed upon; metering at each delivery point.

Monthly Rate:

The Monthly Rate charged to Owner Communities, as approved by the Platte River board of directors, will be as follows:

Owner Community Charge:
Owner Community rate of $16,841 per month per Owner Community Allocation

Transmission Demand Charge
$7.04 per kilowatt of Noncoincident Billing Demand

Generation Demand Charge:

Summer Season	$8.12 per kilowatt of Coincident Billing Demand
Nonsummer Season	$6.60 per kilowatt of Coincident Billing Demand

Fixed Cost Energy Charge:
$0.01871 per kilowatt-hour for all energy supplied

Variable Cost Energy Charge:
$0.02583 per kilowatt-hour for all energy supplied

Summer / Nonsummer Season:

The Summer Season will be the period June 1 through September 30 of each year. The Nonsummer Season will be the period January 1 through May 31 and October 1 through December 31.

Owner Community Allocation:

The Owner Community Allocation represents each Owner Community's share of Platte River's total Owner Community energy sales over the previous six-year period as determined at the end of the year. The Owner Community Allocation is calculated as the sum of each Owner Community's energy sales over the previous six-year period divided by the total Owner

Community energy sales during that time, using the year-end sales values as determined by Platte River. The resulting ratio is multiplied by 100 to create a value to be used as the Owner Community Allocation which is multiplied by the Owner Community Charge.

Billing Demand:

The Coincident Billing Demand will be the 60-minute average kilowatt demand of the electric system of the Owner Community, computed as the sum of 60-minute average kilowatt demands recorded simultaneously at all delivery points through which such Owner Community receives electric power and energy, measured coincident with the Monthly System Peak Demand for Platte River.

The Monthly System Peak Demand for Platte River will be the maximum coincident sum of the hourly demands for the Owner Communities recorded during the billing month subject to a minimum demand calculation. The minimum demand for the Coincident Billing Demand will be equal to 75% of the Owner Community's average maximum Coincident Demand during the three preceding summer periods beginning with the most recent completed year. Each summer period will have one peak Coincident Demand value, which is the peak Coincident Demand value during the summer period. The average is the total of the peak Coincident Demand values for the three preceding summer periods divided by three.

The Noncoincident Billing Demand will be the maximum 60-minute average kilowatt demand of the electric system of the Owner Community, computed as the sum of 60-minute average kilowatt demands recorded simultaneously at all delivery points through which such Owner Community receives electric power and energy, without regard to the timing of the Monthly System Peak Demand subject to a minimum demand calculation. The minimum demand for the Noncoincident Billing Demand will be equal to 75% of the Owner Community's average maximum Noncoincident Demand during the three preceding annual periods beginning with the most recent completed year. Similarly, each annual period will have one peak Noncoincident Demand value, which is the peak Noncoincident Demand value during that period. The average is the total of the Noncoincident Demand values for the three preceding annual periods divided by three.

Standard Offer Energy Purchase Tariff (Tariff SO-26)

Applicability:

The Standard Offer Energy Purchase Tariff (Tariff SO-26) applies to power production facilities that (1) have registered with the Federal Energy Regulatory Commission (FERC) as Qualifying Facilities (QFs) under the Public Utility Regulatory Policies Act of 1978, as amended, and its associated regulations (the PURPA Provisions), (2) are electrically connected to Platte River's transmission system or the distribution system of one of Platte River's owner communities (the Town of Estes Park, the City of Fort Collins, the City of Longmont or the City of Loveland) , and (3) have elected to sell output to Platte River, rather than selling directly to the Southwest Power Pool energy markets. Any Platte River purchase of output from a QF is subject to Platte River's policy governing purchase from QFs, as stated below.

Platte River's policy governing purchases from PURPA QFs

Capacity Forecast:

Platte River prepares an Integrated Resource Plan as required by 10 Code Federal Regulations (CFR) part 905. The Integrated Resource Plan forecasts Platte River's load, identifies and compares all practicable distributed energy resources and energy supply resource options to meet that load, and includes an action plan and timing to implement any additional capacity requirements. The Integrated Resource Plan is used to determine how much additional capacity Platte River will require and when. Platte River will maintain for public inspection its plans for capacity additions, by amount and type, for purchases of firm energy and capacity and for its capacity requirements.

Obligation to Purchase Energy:

Platte River is not obligated to enter into a new contract or purchase agreement with a QF if the QF has non-discriminatory access to an organized wholesale market, as determined by FERC, unless the QF successfully rebuts the presumption of access under 18 CFR § 292.309

Platte River will purchase energy or capacity (or both) from a QF only when a "legally enforceable obligation" has been established in accordance with applicable PURPA Provisions. A "legally enforceable obligation" is established only when Platte River's Board of Directors determines that the QF has demonstrated commercial viability and a financial commitment to construct the facility, consistent with criteria established by the Colorado Public Utilities Commission for utilities subject to Colorado Public Utilities Commission jurisdiction.

When legally required, Platte River will purchase, on a nondiscriminatory basis, the output from any QFs subject to the following limitations:

a) Firm energy. Platte River is under no obligation to purchase firm energy or capacity offered by a QF under a "legally enforceable obligation" for a period greater than five years.

b) Non-firm energy. Platte River is under no obligation to enter into a contract or "legally enforceable obligation" to purchase non-firm energy offered by a QF. For purposes of this policy, "non-firm" energy means power provided under an arrangement that does not guarantee scheduled availability for a specified term. At its discretion, Platte River may negotiate with a QF to develop mutually acceptable contract terms under which Platte River would purchase non-firm energy offered by the QF.

During a system emergency, Platte River may discontinue purchases of energy or capacity (or both) where necessary to protect the safety and reliability of the Platte River system. Platte River will have no obligation to purchase or accept delivery of energy or capacity for as long as an emergency condition exist.

Pricing:

If a QF establishes a legally enforceable obligation, Platte River will compensate the QF for energy purchased based on Platte River's avoided cost, defined as the cost Platte River would otherwise incur to generate the power itself or purchase it from another source at the time of energy delivery.

Capacity Payments:

The capacity value of firm QF power offered for sale to Platte River during periods where Platte River has no projected needs for additional capacity will be zero dollars ($0.00). During these periods, QFs offering to sell firm capacity to Platte River will not be entitled to any capacity payments, and will be entitled only to avoided energy costs. Platte River will not enter into any new written contracts to make capacity payments to QFs in any year when Platte River has no projected resource deficit. In any year in which Platte River determines it needs to procure additional capacity, Platte River will calculate its avoided capacity costs using the information available to it and will publish the result of its studies. Platte River will not, in any event, be obligated to make capacity payments for any capacity greater than the resource deficit projected.

Interconnection:

A QF seeking to interconnect with Platte River's electric system for the delivery of energy and/or capacity to Platte River or a third party must sign an interconnection agreement with Platte River. The terms and conditions of such interconnection will be governed by Platte River's then-current interconnection policies and procedures applicable to third party providers. A QF must pay any interconnection costs Platte River assesses to customers with similar facility and operational characteristics.

Wholesale Transmission Service Tariff (Tariff WT-26)

Platte River Power Authority (Platte River) anticipates that on or after April 1, 2026, Platte River will discontinue offering wholesale transmission service because Platte River will become a member of the Southwest Power Pool Regional Transmission Organization (SPP RTO), and the SPP RTO will assume responsibility for providing wholesale transmission service over Platte River's transmission facilities.

Platte River will offer transmission service through this Wholesale Transmission Service Tariff (Tariff WT-26) until the sooner to occur of (1) the period for which Platte River's Board of Directors has approved the rates stated in this Tariff WT-26 has expired, or (2) the SPP RTO has assumed responsibility for providing wholesale transmission service over Platte River's transmission facilities.

In addition, Tariff WT-26 does not apply to any entity taking service under Platte River's Firm Power Service Tariff; Standard Offer Energy Purchase Tariff; or Large Customer Service Tariff. Tariff WT-26 may or may not be equivalent to Platte River's open access transmission service tariff (OATT), posted on Platte River's Open Access Same-Time Information System (OASIS) web site.

A summary of the charges follows.

(1) Scheduling, System Control, and Dispatch Service

Platte River is not a Balancing Authority Area and does not offer this service. To the extent a Balancing Authority performs this service for the Transmission Provider, charges to the Transmission Customer reflect only a pass-through of the costs charged to the Transmission Provider by that Balancing Authority.

(2) Reactive Supply and Voltage Control from Generation Sources Service

The charges equal the following:

Yearly	$1,360.64 per megawatt of Reserved Capacity per year
Monthly	$113.39 per megawatt of Reserved Capacity per month
Weekly	$26.17 per megawatt of Reserved Capacity per week
Daily	$5.23 per megawatt of Reserved Capacity per day
Hourly	$0.33 per megawatt of Reserved Capacity per hour

(3) Regulation and Frequency Response Service

Platte River is not a Balancing Authority Area and does not offer this service. To the extent a Balancing Authority performs this service for the Transmission Provider, charges to the Transmission Customer reflect only a pass-through of the costs charged to the Transmission Provider by that Balancing Authority.

(4) Energy Imbalance Service

Platte River is not a Balancing Authority or market operator and does not offer this service. To the extent the Balancing Authority or Western Energy Imbalance Service (WEIS) Market Operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Balancing Authority or WEIS Market Operator.

(5) Operating Reserve—Spinning Reserve Service

Platte River is not a Balancing Authority Area and does not offer this service. To the extent a Balancing Authority performs this service for the Transmission Provider, charges to the Transmission Customer reflect only a pass-through of the costs charged to the Transmission Provider by that Balancing Authority.

(6) Operating Reserve—Supplemental Reserve Service

Platte River is not a Balancing Authority Area and does not offer this service. To the extent a Balancing Authority performs this service for the Transmission Provider, charges to the Transmission Customer reflect only a pass-through of the costs charged to the Transmission Provider by that Balancing Authority.

(7) Long-Term and Short-Term Firm Point-to-Point Transmission Service

The charges can be up to the following limits:

Yearly delivery	$94,632.87 per megawatt of Reserved Capacity per year
Monthly delivery	$7,886.07 per megawatt of Reserved Capacity per month
Weekly delivery	$1,819.86 per megawatt of Reserved Capacity per week
Daily delivery	$363.97 per megawatt of Reserved Capacity per day
Hourly delivery	$22.75 per megawatt of Reserved Capacity per hour

Daily rate of $363.97 not to exceed the product of the number of megawatts reserved for the week times the maximum weekly demand charge of $1,819.86.

Hourly rate of $22.75 not to exceed the product of the number of megawatts reserved for the day times the maximum daily demand charge of $363.97 not to exceed the product of the number of megawatts reserved for the week times the maximum weekly demand charge of $1,819.86.

(8) Nonfirm Point-to-Point Transmission Service

The charges can be up to the following limits:

Monthly delivery	$7,886.07 per megawatt of Reserved Capacity per month
Weekly delivery	$1,819.86 per megawatt of Reserved Capacity per week
Daily delivery	$363.97 per megawatt of Reserved Capacity per day
Hourly delivery	$22.75 per megawatt of Reserved Capacity per hour

Daily rate of $363.97 not to exceed the product of the number of megawatts reserved for the week times the maximum weekly demand charge of $1,819.86.

Hourly rate of $22.75 not to exceed the product of the number of megawatts reserved for the day times the maximum daily demand charge of $363.97 not to exceed the product of the number of megawatts reserved for the week times the maximum weekly demand charge of $1,819.86.

Real power losses

Real Power Losses are associated with all Transmission Service and Network Integration Transmission Service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer and Network Customer must replace losses associated with all Transmission Service and Network Integration Transmission Service as calculated by the Transmission Provider or the Balancing Authority. Transmission Customer and Network

Customer will pay based on the Real Power Loss factor of 0.83% for Transmission Service and Network Integration Transmission Service on the Transmission Provider's transmission capacity in the Public Service Company of Colorado (PSCo) Balancing Authority. Transmission Customer and Network Customer will pay a pass-through charge of Western Area Power Administration (WAPA) assessed losses for Transmission Service and Network Integration Transmission Service on the Transmission Provider's transmission capacity in the WAPA Balancing Authority Area. Transmission Customer and Network Customer will pay both the Real Power Loss factor and the WAPA pass-through charges for Transmission Service and Network Integration Transmission Service using transmission capacity in both PSCo and WAPA Balancing Authority Areas.

Transmission Revenue Requirement

The charge for Network Integration Transmission Service is calculated pursuant to the Federal Energy Regulatory Commission (FERC) Pro Forma Open Access Transmission Tariff Attachment H based on Platte River's annual transmission revenue requirement of $52,996,915. This transmission revenue requirement is calculated in accordance with the FERC pro-forma Network Service Rate calculation requirement.

WEIS Joint Dispatch Transmission Service

Platte River, as a WEIS Joint Dispatch Transmission Service Provider, will provide WEIS Joint Dispatch Transmission Service on Platte River's transmission facilities to a WEIS Joint Dispatch Transmission Service Customer commensurate with, and to accommodate, the energy dispatched within the WEIS Market, as set forth in the WEIS Tariff. The rate Platte River for WEIS Joint Dispatch Transmission Service is set forth below:

Hourly delivery:
On-Peak Hours: the on-peak rate $0.00/MWh
Off-Peak Hours: the off-peak rate $0.00/MWh

Large Customer Service Tariff (Tariff LC-26)

Applicability:

The Large Customer Service Tariff (Tariff LC-26) is available and may be required for firm and interruptible energy furnished by Platte River Power Authority (Platte River) to Owner Communities for resale to Large Customers. For the purposes of this tariff the "Owner Communities" means the Town of Estes Park, the City of Fort Collins, the City of Longmont and the City of Loveland. Large Customers are end-use customers meeting any of the following criteria:

- Customer requests new service entrance capacity of 10,000 kilowatts or greater.
- Customer has a new load that cannot be readily served from the Owner Community's distribution system under the Firm Power Service Tariff or its successor due to the unusual nature of the load.
- Customer metered demand is anticipated to reach 1,000 kilowatts at a single site within 12 months of requesting such service as demonstrated to the Owner Community and Platte River's satisfaction; provided, however, that if the metered demand does not reach 1,000 kilowatts within a 12-month time frame, the customer must receive service under another tariff offered by the Owner Community until the metered demand reaches 1,000 kilowatts for a continuous 12-month period.
- Customer with load at a single site with a single meter measuring a minimum metered demand of 1,000 kilowatts or greater.
- Customer with load at a single site with multiple meters, where the sum of the coincident metered demand for such meters is 1,000 kilowatts or greater.
- Total load for a customer with multiple, non-contiguous sites aggregated under a single Service Agreement with the Owner Community provided that the customer has at least one site where the minimum metered demand is 1,000 kilowatts or greater and all loads are located within the Owner Community's service territory.

Before receiving service pursuant to this tariff, the Large Customer must comply with any Platte River board-established policies governing new large loads and enter into an agreement for electric service (Service Agreement) with the Owner Community in which their load is located. The Service Agreement will identify Platte River as a third-party beneficiary of the Service Agreement. The Service Agreement will address, at a minimum, the following material terms:

- Charges for service, including responsibility for infrastructure costs
- Term of Service Agreement
- Initial date of service under this tariff
- Rate adjustments
- Amount and timing of curtailments or interruptions (if any)
- Standby provisions

Each of these terms and conditions will be established in consultation with Platte River and will be confirmed in a letter from the Platte River General Manager/CEO to the Owner Community. The Owner Community will negotiate the specific form of the Service Agreement with the Large Customer.

Charges for Service:
The monthly charges to an Owner Community for service by Platte River under this tariff will be determined based on the unique load characteristics, service requirements, and related costs to serve the Large Customer and will be approved by the Platte River board of directors.

Adjustment of Charges:
Unless otherwise agreed, adjustments to the charges will be made on an annual basis at a minimum and will reflect actual changes in Platte River's cost of service including, but not limited to, financing costs, fuel (including delivery), operation and maintenance, environmental management, and purchased power.

Character of Service:
Alternating current at approximately 60 hertz; three-phase; delivery at 115 kilovolts or at other voltages subject to conditions as agreed upon; metering at each delivery point.

Metering, Invoicing and Losses:
The Owner Community will provide to Platte River the monthly demand, energy, power factor and other usage characteristics as may be required for billing the Owner Community on a calendar month basis, for the Large Customer usage. The Owner Community should provide this information to Platte River within five business days of obtaining such data. Following its receipt of the monthly billing data for the Large Customer, Platte River will prepare and send to the Owner Community an invoice for the electric power service provided to the Owner Community for the Large Customer, with the appropriate charges.

The Owner Community, at its discretion, may opt to include in the Large Customer's monthly energy usage the distribution losses that occur between the Platte River point of delivery to the Owner Community and the point of delivery to the Large Customer. In such case, the Owner Community will provide to Platte River the total energy usage including losses of the Large Customer and an appropriate charge will be invoiced.

Platte River Power Authority

Estes Park • Fort Collins • Longmont • Loveland

2026 Rate Tariff Schedules

Draft - redline

Firm Power Service Tariff (Tariff FP ~~-25~~-26)

Applicability:

The Firm Power Service Tariff (Tariff FP ~~-25~~-26) will apply to all firm electric service furnished to an Owner Community for distribution and resale pursuant to its contract with Platte River Power Authority (Platte River), unless the Owner Community purchases a portion of its electricity requirements under another tariff schedule. For the purposes of this tariff the "Owner Communities" means the Town of Estes Park, the City of Fort Collins, the City of Longmont and the City of Loveland.

This tariff will not be available to an Owner Community for service to (a) any retail customer that requests new service entrance capacity of 10,000 kilowatts or greater or (b) any retail customer that has a new load of an unusual nature that cannot be readily served from the Owner Community's distribution system. Electric power and energy services that are provided to an Owner Community for resale to customers that are excluded from service under this tariff will be provided under the terms and conditions of the Large Customer Service Tariff.

Character of Service:

Alternating current 60 hertz; three-phase; delivery at 115 kilovolt or at other voltages subject to conditions as agreed upon; metering at each delivery point.

Monthly Rate:

The Monthly Rate charged to Owner Communities, as approved by the Platte River board of directors, will be as follows:

Owner Community Charge:

Owner Community rate of $16,841 ~~15,351~~ per month per Owner Community Allocation

Transmission Demand Charge

$7.04 ~~6.70~~ per kilowatt of Noncoincident Billing Demand

Generation Demand Charge:

Summer Season Demand	$8.12 ~~7.42~~ per kilowatt of Coincident Billing
Nonsummer Season Demand	$6.60 ~~5.94~~ per kilowatt of Coincident Billing

Fixed Cost Energy Charge:

$0.01871 ~~0.01770~~ per kilowatt-hour for all energy supplied

Variable Cost Energy Charge:

$0.02583 ~~0.02458~~ per kilowatt-hour for all energy supplied

Summer / Nonsummer Season:

The Summer Season will be the period June 1 through September 30 of each year. The Nonsummer Season will be the period January 1 through May 31 and October 1 through December 31.

Owner Community Allocation:
The Owner Community Allocation represents each Owner Community's share of Platte River's total Owner Community energy sales over the previous six-year period as determined at the end of the year. The Owner Community Allocation is calculated as the sum of each Owner Community's energy sales over the previous six-year period divided by the total Owner Community energy sales during that time, using the year-end sales values as determined by Platte River. The resulting ratio is multiplied by 100 to create a value to be used as the Owner Community Allocation which is multiplied by the Owner Community Charge.

Billing Demand:
The Coincident Billing Demand will be the 60-minute average kilowatt demand of the electric system of the Owner Community, computed as the sum of 60-minute average kilowatt demands recorded simultaneously at all delivery points through which such Owner Community receives electric power and energy, measured coincident with the Monthly System Peak Demand for Platte River.

The Monthly System Peak Demand for Platte River will be the maximum coincident sum of the hourly demands for the Owner Communities recorded during the billing month subject to a minimum demand calculation. The minimum demand for the Coincident Billing Demand will be equal to 75% of the Owner Community's average maximum Coincident Demand during the three preceding summer periods beginning with the most recent completed year. Each summer period will have one peak Coincident Demand value, which is the peak Coincident Demand value during the summer period. The average is the total of the peak Coincident Demand values for the three preceding summer periods divided by three.

The Noncoincident Billing Demand will be the maximum 60-minute average kilowatt demand of the electric system of the Owner Community, computed as the sum of 60-minute average kilowatt demands recorded simultaneously at all delivery points through which such Owner Community receives electric power and energy, without regard to the timing of the Monthly System Peak Demand subject to a minimum demand calculation. The minimum demand for the Noncoincident Billing Demand will be equal to 75% of the Owner Community's average maximum Noncoincident Demand during the three preceding annual periods beginning with the most recent completed year. Similarly, each annual period will have one peak Noncoincident Demand value, which is the peak Noncoincident Demand value during that period. The average is the total of the Noncoincident Demand values for the three preceding annual periods divided by three.

Standard Offer Energy Purchase Tariff (Tariff SO-~~25~~-26)

Applicability:

The Standard Offer Energy Purchase Tariff (Tariff SO-~~25~~-26) applies to power production facilities that (1) have registered with the Federal Energy Regulatory Commission (FERC) as Qualifying Facilities (QFs) under the Public Utility Regulatory Policies Act of 1978, as amended, and its associated regulations (the PURPA Provisions)~~ and~~ , (2) are electrically connected to Platte River's transmission system or the distribution system of one of Platte River's owner communities (the Town of Estes Park, the City of Fort Collins, the City of Longmont or the City of Loveland) , and (3) have elected to sell output to Platte River, rather than selling directly to the Southwest Power Pool energy markets. Any Platte River purchase of output from a QF is subject to Platte River's policy governing purchase from QFs, as stated below.

Platte River's policy governing purchases from PURPA QFs

Capacity Forecast:

Platte River prepares an Integrated Resource Plan as required by 10 Code Federal Regulations (CFR) part 905. The Integrated Resource Plan forecasts Platte River's load, identifies and compares all practicable distributed energy resources and energy supply resource options to meet that load, and includes an action plan and timing to implement any additional capacity requirements. The Integrated Resource Plan is used to determine how much additional capacity Platte River will require and when. Platte River will maintain for public inspection its plans for capacity additions, by amount and type, for purchases of firm energy and capacity and for its capacity requirements.

Obligation to Purchase Energy:

Platte River is not obligated to enter into a new contract or purchase agreement with a QF if the QF has non-discriminatory access to an organized wholesale market, as determined by FERC, unless the QF successfully rebuts the presumption of access under 18 CFR § 292.309

Platte River will purchase energy or capacity (or both) from a QF only when a "legally enforceable obligation" has been established in accordance with applicable PURPA Provisions. A "legally enforceable obligation" is established only when Platte River's Board of Directors determines that the QF has demonstrated commercial viability and a financial commitment to construct the facility, consistent with criteria established by the Colorado Public Utilities Commission for utilities subject to Colorado Public Utilities Commission jurisdiction.

When legally required, Platte River will purchase, on a nondiscriminatory basis, the output from any QFs subject to the following limitations:

a) Firm energy. Platte River is under no obligation to purchase firm energy or capacity offered by a QF under a "legally enforceable obligation" for a period greater than five years.

b) Non-firm energy. Platte River is under no obligation to enter into a contract or "legally enforceable obligation" to purchase non-firm energy offered by a QF. For purposes of this policy, "non-firm" energy means power provided under an arrangement that does not guarantee scheduled availability for a specified term. At its discretion, Platte River may negotiate with a QF to develop mutually acceptable contract terms under which Platte River would purchase non-firm energy offered by the QF.

During a system emergency, Platte River may discontinue purchases of energy or capacity (or both) where necessary to protect the safety and reliability of the Platte River system. Platte River will have no obligation to purchase or accept delivery of energy or capacity for as long as an emergency condition exist.

Pricing:

If a QF establishes a legally enforceable obligation, Platte River will compensate the QF for energy purchased based on Platte River's avoided cost, defined as the cost Platte River would otherwise incur to generate the power itself or purchase it from another source at the time of energy delivery. ~~Each QF has the option either:~~

~~a) To provide energy as the QF determines to be available for purchases, in which case the rates for the energy will be based on Platte River's avoided costs calculated at the time of delivery; or~~

~~b) To provide energy or under a legally enforceable obligation for delivery of energy or over a specified term, in which case the rates for the energy will be either of the following (at the QF's option, exercised before the specified term begins):~~

~~i) Platte River's Avoided Energy Rate ($0.02328 per kilowatt-hour for electricity made available to Platte River); or~~

~~ii) Platte River's avoided energy rate calculated at the time the obligation is incurred.~~

~~Platte River's Avoided Energy Rate is based on its current portfolio of generation resources and is subject to change on an annual basis. Platte River will separately calculate its avoided capacity costs.~~

Capacity Payments:

The capacity value of firm QF power offered for sale to Platte River during periods where Platte River has no projected needs for additional capacity will be zero dollars ($0.00). During these periods, QFs offering to sell firm capacity to Platte River will not be entitled to any capacity payments, and will be entitled only to avoided energy costs. Platte River will not enter into any new written contracts to make capacity payments to QFs in any year when Platte River has no projected resource deficit. In any year in which Platte River determines it needs to procure additional capacity, Platte River will calculate its avoided capacity costs using the information available to it and will publish the result of its studies. Platte River will not, in any event, be obligated to make capacity payments for any capacity greater than the resource deficit projected.

Interconnection:

A QF seeking to interconnect with Platte River's electric system for the delivery of energy and/or capacity to Platte River or a third party must sign an interconnection agreement with Platte River. The terms and conditions of such interconnection will be governed by Platte River's then-current interconnection policies and procedures applicable to third party providers. A QF must pay any interconnection costs Platte River assesses to customers with similar facility and operational characteristics.

Wholesale Transmission Service Tariff (Tariff WT-26)

Platte River Power Authority (Platte River) anticipates that on or after April 1, 2026, Platte River will discontinue offering wholesale transmission service because Platte River will become a member of the Southwest Power Pool Regional Transmission Organization (SPP RTO), and the SPP RTO will assume responsibility for providing wholesale transmission service over Platte River's transmission facilities.

~~Platte River Power Authority (~~Platte River~~)~~ will offer~~s~~ transmission service through this Wholesale Transmission Service Tariff (Tariff WT-26) until the sooner to occur of (1) the period for which Platte River's Board of Directors has approved the rates stated in this Tariff WT-26 has expired, or (2) the SPP RTO has assumed responsibility for providing wholesale transmission service over Platte River's transmission facilities.

In addition,~~.~~ Tariff WT-26 does not apply to any entity taking service under Platte River's Firm Power Service Tariff; Standard Offer Energy Purchase Tariff; or Large Customer Service Tariff. Tariff WT-26 may or may not be equivalent to Platte River's open access transmission service tariff (OATT), posted on Platte River's Open Access Same-Time Information System (OASIS) web site.

A summary of the charges follows.

(1) Scheduling, System Control, and Dispatch Service

Platte River is not a Balancing Authority Area and does not offer this service. To the extent a Balancing Authority performs this service for the Transmission Provider, charges to the Transmission Customer reflect only a pass-through of the costs charged to the Transmission Provider by that Balancing Authority.

(2) Reactive Supply and Voltage Control from Generation Sources Service

The charges equal the following:

Yearly	$1,360.64 per megawatt of Reserved Capacity per year
Monthly	$113.39 per megawatt of Reserved Capacity per month
Weekly	$26.17 per megawatt of Reserved Capacity per week
Daily	$5.23 per megawatt of Reserved Capacity per day
Hourly	$0.33 per megawatt of Reserved Capacity per hour

(3) Regulation and Frequency Response Service

Platte River is not a Balancing Authority Area and does not offer this service. To the extent a Balancing Authority performs this service for the Transmission Provider, charges to the Transmission Customer reflect only a pass-through of the costs charged to the Transmission Provider by that Balancing Authority.

(4) Energy Imbalance Service

Platte River is not a Balancing Authority or market operator and does not offer this service. To the extent the Balancing Authority or Western Energy Imbalance Service (WEIS) Market Operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Balancing Authority or WEIS Market Operator.

(5) Operating Reserve—Spinning Reserve Service

Platte River is not a Balancing Authority Area and does not offer this service. To the extent a Balancing Authority performs this service for the Transmission Provider, charges to the Transmission Customer reflect only a pass-through of the costs charged to the Transmission Provider by that Balancing Authority.

(6) Operating Reserve—Supplemental Reserve Service

Platte River is not a Balancing Authority Area and does not offer this service. To the extent a Balancing Authority performs this service for the Transmission Provider, charges to the Transmission Customer reflect only a pass-through of the costs charged to the Transmission Provider by that Balancing Authority.

(7) Long-Term and Short-Term Firm Point-to-Point Transmission Service

The charges can be up to the following limits:

Yearly delivery	$94,632.87 per megawatt of Reserved Capacity per year
Monthly delivery	$7,886.07 per megawatt of Reserved Capacity per month
Weekly delivery	$1,819.86 per megawatt of Reserved Capacity per week
Daily delivery	$363.97 per megawatt of Reserved Capacity per day
Hourly delivery	$22.75 per megawatt of Reserved Capacity per hour

Daily rate of $363.97 not to exceed the product of the number of megawatts reserved for the week times the maximum weekly demand charge of $1,819.86.

Hourly rate of $22.75 not to exceed the product of the number of megawatts reserved for the day times the maximum daily demand charge of $363.97 not to exceed the product of the number of megawatts reserved for the week times the maximum weekly demand charge of $1,819.86.

(8) Nonfirm Point-to-Point Transmission Service

The charges can be up to the following limits:

Monthly delivery	$7,886.07 per megawatt of Reserved Capacity per month
Weekly delivery	$1,819.86 per megawatt of Reserved Capacity per week
Daily delivery	$363.97 per megawatt of Reserved Capacity per day
Hourly delivery	$22.75 per megawatt of Reserved Capacity per hour

Daily rate of $363.97 not to exceed the product of the number of megawatts reserved for the week times the maximum weekly demand charge of $1,819.86.

Hourly rate of $22.75 not to exceed the product of the number of megawatts reserved for the day times the maximum daily demand charge of $363.97 not to exceed the product of the number of megawatts reserved for the week times the maximum weekly demand charge of $1,819.86.

Real power losses

Real Power Losses are associated with all Transmission Service and Network Integration Transmission Service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer and Network Customer must replace losses associated with all Transmission Service and Network Integration Transmission Service as calculated by the Transmission Provider or the Balancing Authority. Transmission Customer and Network

Customer will pay based on the Real Power Loss factor of 0.83% for Transmission Service and Network Integration Transmission Service on the Transmission Provider's transmission capacity in the Public Service Company of Colorado (PSCo) Balancing Authority. Transmission Customer and Network Customer will pay a pass-through charge of Western Area Power Administration (WAPA) assessed losses for Transmission Service and Network Integration Transmission Service on the Transmission Provider's transmission capacity in the WAPA Balancing Authority Area. Transmission Customer and Network Customer will pay both the Real Power Loss factor and the WAPA pass-through charges for Transmission Service and Network Integration Transmission Service using transmission capacity in both PSCo and WAPA Balancing Authority Areas.

Transmission Revenue Requirement

The charge for Network Integration Transmission Service is calculated pursuant to the Federal Energy Regulatory Commission (FERC) Pro Forma Open Access Transmission Tariff Attachment H based on Platte River's annual transmission revenue requirement of $52,996,915. This transmission revenue requirement is calculated in accordance with the FERC pro-forma Network Service Rate calculation requirement.

WEIS Joint Dispatch Transmission Service

Platte River, as a WEIS Joint Dispatch Transmission Service Provider, will provide WEIS Joint Dispatch Transmission Service on Platte River's transmission facilities to a WEIS Joint Dispatch Transmission Service Customer commensurate with, and to accommodate, the energy dispatched within the WEIS Market, as set forth in the WEIS Tariff. The rate Platte River for WEIS Joint Dispatch Transmission Service is set forth below:

Hourly delivery:
On-Peak Hours: the on-peak rate $0.00/MWh
Off-Peak Hours: the off-peak rate $0.00/MWh

Large Customer Service Tariff (Tariff LC-~~25~~-26)

Applicability:

The Large Customer Service Tariff (Tariff LC-~~25~~-26) is available and may be required for firm and interruptible energy furnished by Platte River Power Authority (Platte River) to Owner Communities for resale to Large Customers. For the purposes of this tariff the "Owner Communities" means the Town of Estes Park, the City of Fort Collins, the City of Longmont and the City of Loveland. Large Customers are end-use customers meeting any of the following criteria:

- Customer requests new service entrance capacity of 10,000 kilowatts or greater.
- Customer has a new load that cannot be readily served from the Owner Community's distribution system under the Firm Power Service Tariff or its successor due to the unusual nature of the load.
- Customer metered demand is anticipated to reach 1,000 kilowatts at a single site within 12 months of requesting such service as demonstrated to the Owner Community and Platte River's satisfaction; provided, however, that if the metered demand does not reach 1,000 kilowatts within a 12-month time frame, the customer must receive service under another tariff offered by the Owner Community until the metered demand reaches 1,000 kilowatts for a continuous 12-month period.
- Customer with load at a single site with a single meter measuring a minimum metered demand of 1,000 kilowatts or greater.
- Customer with load at a single site with multiple meters, where the sum of the coincident metered demand for such meters is 1,000 kilowatts or greater.
- Total load for a customer with multiple, non-contiguous sites aggregated under a single Service Agreement with the Owner Community provided that the customer has at least one site where the minimum metered demand is 1,000 kilowatts or greater and all loads are located within the Owner Community's service territory.

~~Prior to~~Before receiving service pursuant to this tariff, the Large Customer must comply with any Platte River board-established policies governing new large loads and enter into an agreement for electric service (Service Agreement) with the Owner Community in which their load is located. The Service Agreement will identify Platte River as a third-party beneficiary of the Service Agreement. The Service Agreement will address, at a minimum, the following material terms:

- Charges for service, including responsibility for infrastructure costs
- Term of Service Agreement
- Initial date of service under this tariff
- Rate adjustments
- Amount and timing of curtailments or interruptions (if any)
- Standby provisions

Each of these terms and conditions will be established in consultation with Platte River and will be confirmed in a letter from the Platte River General Manager/CEO to the Owner Community. The Owner Community will negotiate the specific form of the Service Agreement with the Large Customer.

Charges for Service:
The monthly charges to an Owner Community for service by Platte River under this tariff will be determined based on the unique load characteristics, service requirements, and related costs to serve the Large Customer and will be approved by the Platte River board of directors.

Adjustment of Charges:
Unless otherwise agreed, adjustments to the charges will be made on an annual basis at a minimum and will reflect actual changes in Platte River's cost of service including, but not limited to, financing costs, fuel (including delivery), operation and maintenance, environmental management, and purchased power.

Character of Service:
Alternating current at approximately 60 hertz; three-phase; delivery at 115 kilovolts or at other voltages subject to conditions as agreed upon; metering at each delivery point.

Metering, Invoicing and Losses:
The Owner Community will provide to Platte River the monthly demand, energy, power factor and other usage characteristics as may be required for billing the Owner Community on a calendar month basis, for the Large Customer usage. The Owner Community should provide this information to Platte River within five business days of obtaining such data. Following its receipt of the monthly billing data for the Large Customer, Platte River will prepare and send to the Owner Community an invoice for the electric power service provided to the Owner Community for the Large Customer, with the appropriate charges.

The Owner Community, at its discretion, may opt to include in the Large Customer's monthly energy usage the distribution losses that occur between the Platte River point of delivery to the Owner Community and the point of delivery to the Large Customer. In such case, the Owner Community will provide to Platte River the total energy usage including losses of the Large Customer and an appropriate charge will be invoiced.

Platte River Power Authority

Estes Park • Fort Collins • Longmont • Loveland

Memorandum

Date: 9/17/2025

To: Board of directors

From: Jason Frisbie, general manager and chief executive officer
Travis Hunter, chief generation and distribution officer
Brodie Griffin, director, power generation

Subject: **Rawhide Unit 1 major outage preview**

This presentation will provide an overview of activities planned for the fall major outage. It will include a summary of the operations and maintenance (O&M) budget, capital budget, scheduled O&M activities, and major capital projects.

This presentation is for informational purposes only and does not require board action.

Platte River Power Authority

Estes Park • Fort Collins • Longmont • Loveland

Memorandum

Date: 9/17/2025

To: Board of directors

From: Jason Frisbie, general manager and chief executive officer
Tim Blodgett, chief strategy officer
Libby Clark, director of human resources and safety

Subject: **Staffing update**

Following internal discussions, a review of the staffing plan and consideration of the evolving needs of our owner communities, Platte River's staffing plans reflect its future operational goals. This memorandum explains the evolution of the staffing requests for the 2026 budget year.

Staffing analysis

Platte River senior leadership regularly evaluates staffing requests from an organizational-wide perspective as they are identified. Each year we conduct a staffing review before the annual budget session. The review examines historic information and analyzes short-, intermediate- and long-term business needs within the organization and from our owner communities. In 2025, long-term forecasting and strategic workforce processes also informed the decisions for the 2026 budget year.

Throughout 2025, leadership evaluated position vacancies to determine whether they should be refilled, eliminated or redesigned to meet emerging business needs. The change in business needs resulted in the elimination of twelve budgeted vacant positions, while adding seven new positions to the budget, resulting in a net decrease of five headcount budget to budget.

Evolving business model

Platte River's business model continues to evolve beyond its historic core business functions to meet the initiatives of the Resource Diversification Policy. In 2025, work has been done to create a new project management office supporting enterprise-side strategic initiatives outlined in the board-approved Strategic Plan.

Additionally, positions supporting entry into the Southwest Power Pool Regional Transmission Organization and ongoing environmental compliance obligations are planned for 2026. We intend to add the following new positions in the 2026 budget:

- Project Manager
- Project Manager
- Business Analyst
- Cyber Security Engineer
- Market Engagement Specialist
- Environmental Specialist
- Fuels and Water Engineer

While some positions listed here are not included in the proposed financial documents provided in September, the decision to add them to the revised budget warrants inclusion in the annual memorandum. The revised budget provided in December will include all positions listed above.

Summary

Platte River leadership continually evaluates staffing levels and requirements to ensure human capital meets the evolving needs of the owner communities, while maintaining financial sustainability. The pursuit of strategic initiatives and the rapidly evolving energy environment are driving the need to critically evaluate staffing needs to ensure Platte River has adequate staffing to continue serving the owner communities while working towards its future non-carbon goals.

This memorandum is for informational purposes only and does not require board action at the September board meeting. Staff will ask the board to approve 2026 staffing levels in December as part of the 2026 Strategic Budget.

Platte River Power Authority

Estes Park • Fort Collins • Longmont • Loveland

Memorandum

Date: 9/17/2025

To: Board of directors

From: Jason Frisbie, general manager and chief executive officer
Sarah Leonard, general counsel

Subject: **New large load policy principles**

Like other utilities across the country, Platte River and its owner communities have been approached in recent months by developers and others interested in potentially bringing significant new electric load onto owner communities' distribution systems, often for data centers to support artificial intelligence or cryptocurrency operations.

Large new loads, and the potential for end-use customers to rapidly change usage and even relocate, bring new challenges and opportunities to the utilities that might serve them. Platte River staff has developed an initial outline of proposed principles to govern various stages of evaluating and integrating new large loads.

This presentation is for informational purposes only and does not require board action. Staff will collaborate with owner community representatives to fully develop a proposed new large load policy, to be supported by more detailed guidelines or procedures. When the proposed policy is ready, staff will ask the board to formally adopt it.

Platte River Power Authority

Estes Park • Fort Collins • Longmont • Loveland

Operational health report

August 2025

Executive summary

The region experienced typical weather during the month of August, which resulted in owner community demand and energy coming in near budget. Owner community demand is near budget, while energy is below budget, year to date. The overall net variable cost to serve owner community load was significantly below budget for the month due to lower solar volume due to Black Hollow Sun solar delay in operations and lower RH Unit 1 coal pricing, partially offset by higher coal generation volume. Year to date, the net variable cost to serve owner community load is below budget.

Thermal resources

Rawhide Unit 1 ran well. Rawhide equivalent availability factor and net capacity factor were above budget for the month. Year to date, Rawhide equivalent availability factor is below budget and net capacity factor is above budget.

Craig units 1 and 2 experienced generation limitations. Craig equivalent availability factor and net capacity factor were above budget for the month. Year to date, Craig equivalent availability factor is below budget and net capacity factor is above budget.

The combustion turbines (CTs) were committed to serve contracts, serve owner community load and to facilitate sales and testing. CT equivalent availability factor was slightly below budget and net capacity factor was below budget for the month. Year to date, CT equivalent availability factor is below budget and net capacity factor is slightly below budget.

Renewable resources

Wind generation was below budget for the month, as the Roundhouse Wind project produced below budget generation and experienced WEIS market curtailments. Solar generation was significantly below budget due to delayed operations of Black Hollow Sun solar phase 1 and the Rawhide Prairie Solar project experienced WEIS market curtailments. Net capacity factor for wind was below budget and net capacity factor for solar was below budget for the month. The battery associated with the Rawhide Prairie Solar project was charged and discharged 26 times throughout the month. Year to date, net capacity factor for wind is slightly above budget and net capacity factor for solar is below budget.

Surplus sales

Surplus sales volume was at budget. Average surplus sales pricing was above budget for the month due to above budget bilateral sales pricing and above budget short-term market pricing. Year to date, surplus sales volume is above budget and average surplus sales pricing is above budget.

Purchased power

Overall purchased power volume was below budget. The SPP WEIS average purchased power price was significantly above budget for the month. Bilateral purchased power volume was significantly above budget and pricing was significantly below budget. Year to date, purchased power volume is significantly below budget and pricing is significantly above budget, but below the cost of Platte River dispatchable generation.

Total resources

Total blended resource costs were below budget for the month, in part due to significantly below budget coal costs per megawatt hour. Year to date, total blended resource costs are slightly below budget.

Variances

August operational results

Owner community load	Budget	Actual	Variance	% variance	
Owner community demand	668MW	678 MW	10 MW	1.5%	◆
Owner community energy	305 GWh	304 GWh	(1 GWh)	(0.5%)	◆
Net variable cost* to serve owner community energy	$4.4M	$2.7M	($1.7M)	(37.3%)	●
	$14.37/MWh	$9.02/MWh	($5.35/MWh)		

*Net variable cost = total resource variable costs + purchased power costs - sales revenue

Market impacts to net variable cost

Downward pressure	
Generation and market variances pushing costs lower	
Lower solar volume and pricing	$1.0M
Lower RH unit 1 coal pricing	$0.9M
Higher bilateral sales volume and pricing	$0.8M

Upward pressure	
Generation and market variances pushing costs higher	
Higher coal generation volume	$1.3M
Higher market purchases pricing	$0.6M
Lower long-term contract sales volume and pricing	$0.3M

Variance key: Favorable: ● | Near budget: ◆ | Unfavorable: ■

YTD operational results

Owner community load	Budget	Actual	Variance	% variance	
Owner community demand	4,330 MW	4,326 MW	(4 MW)	(0.1%)	◆
Owner community energy	2,219 GWh	2,169 GWh	(50 GWh)	(2.2%)	■
Net variable cost* to serve owner community energy	$40.7M	$32.1M	($8.6M)	(19.5%)	●
	$18.36/MWh	$14.78/MWh	($3.58/MWh)		

*Net variable cost = total resource variable costs + purchased power costs - sales revenue

Market impacts to net variable cost

Downward pressure	
Generation and market variances pushing costs lower	
Higher bilateral sales volume and pricing	$7.9M
Lower solar volume and pricing	$3.6M
Lower market purchases volume	$2.8M

Upward pressure	
Generation and market variances pushing costs higher	
Higher coal generation volume	$7.2M
Higher market purchases pricing	$2.8M

Variance key: Favorable: ● | Near budget: ◆ | Unfavorable: ■

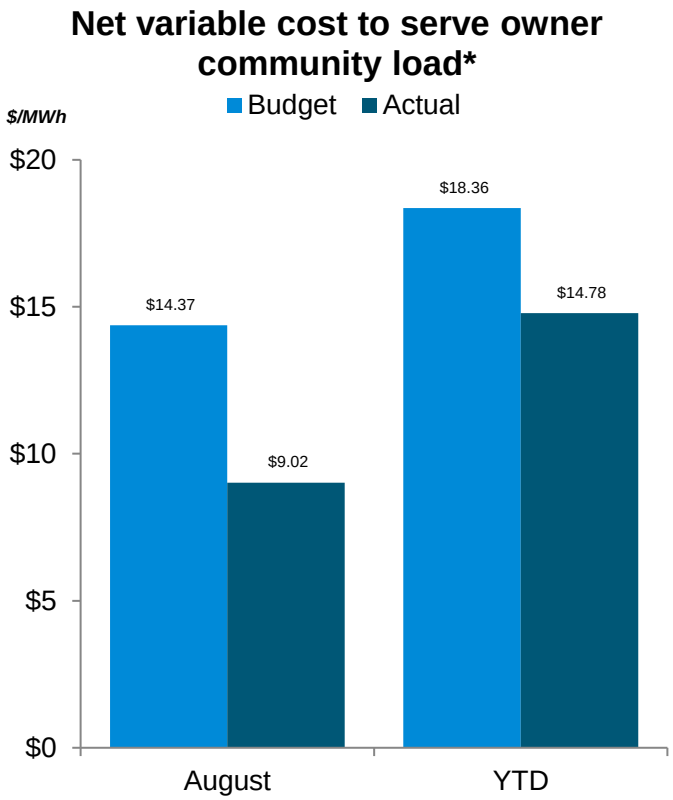
Loss of load

System disturbances

There were no system disturbances resulting in loss of load during the month of August.

August goal	August actual	YTD total
0 ●	0 ●	1 ■

Net variable cost to serve owner community load



***The net variable operating cost to serve owner community load is equal to the sum of fuel and energy purchases less surplus energy sales. The net variable cost is divided by total owner community load to determine average net variable cost to serve owner community load.**

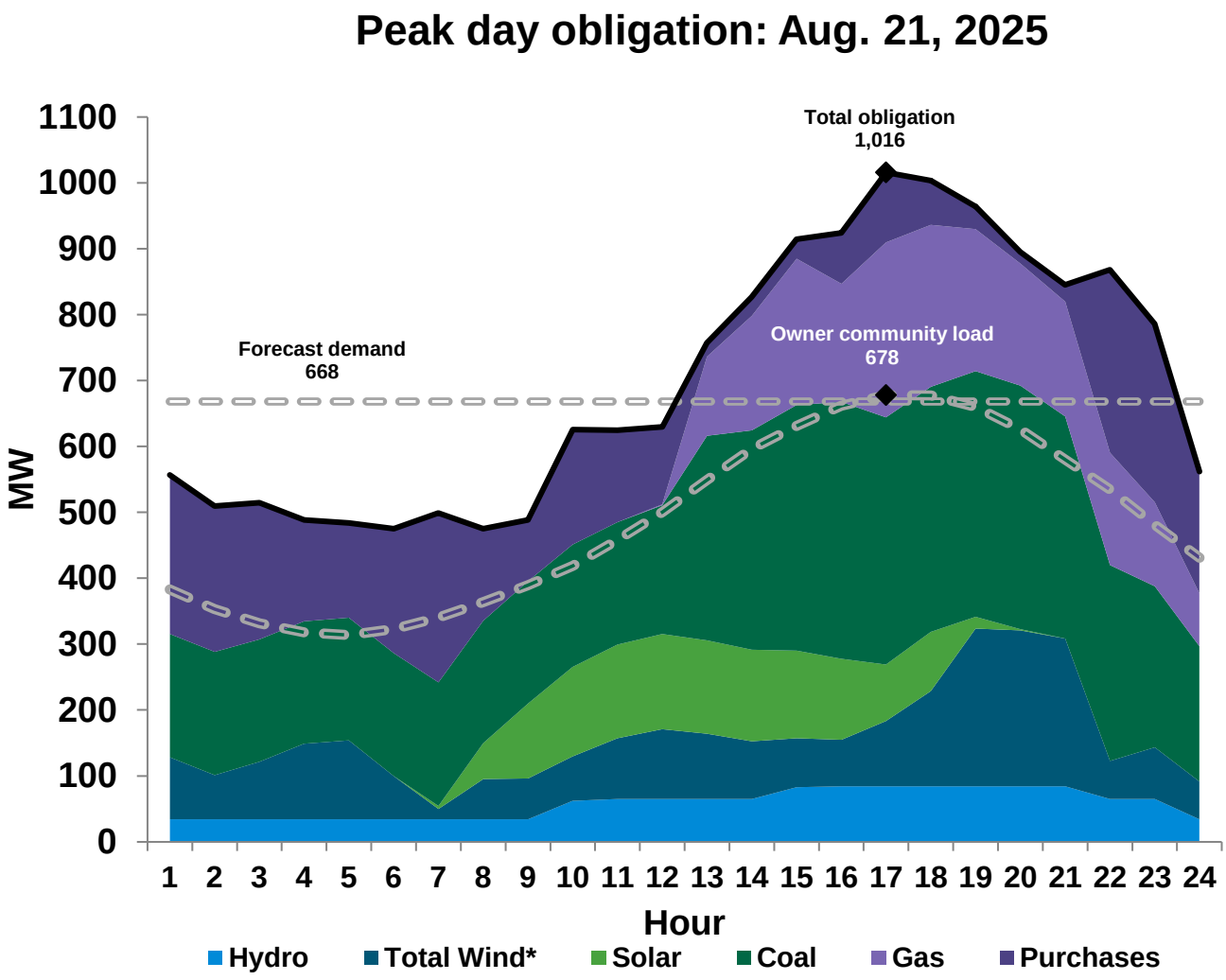
Events of significance

- In August, Platte River reduced a portion of the July Rawhide Prairie solar project energy charge by $3.00/MWh due to the battery storage project being unavailable through July 15 following a communications issue with Depcom.
- On Aug. 1, the battery storage project associated with the Rawhide Prairie solar project once again stopped discharging. Platte River's power system operators manually activated charge and discharge while the SCADA team continued troubleshooting. Effective Aug. 25, the battery storage project resumed automatic charge and discharge.
- On Aug. 2 at 8:30 p.m., the T1 transformer at Mary's Lake Substation tripped, cutting approximately 3.2 MW of load. The automatic throwover system failed due to a low-side lockout. Load was restored from an alternate source by 9:45 p.m. Later investigations determined that a squirrel was the cause of the trip.
- On Aug. 6 at 5:13 p.m., the SPP reliability coordinator issued a transmission emergency due to a potential voltage collapse in northwest Colorado. The emergency was caused by a 500 kV line outage in Wyoming, compounded by additional line outages caused by the Lee fire.
- On Aug. 7, Platte River was notified that Public Service Company of Colorado (PSCo) had called for conservative operations within their balancing authority due to resource constraints and hot weather. Earlier in the day, PSCo's Comanche Unit 3 had tripped offline. PSCo directed the entities within their footprint to balance their areas, prompting Platte River to implement generation alert levels and transmission "no touch" procedures to reduce risk. At 10:05 p.m., PSCo declared that normal operations could resume.
- Power Market operations were also impacted by the conservative operations declared by PSCo on Aug. 7. For approximately 8 hours, the PSCo Balancing Authority (BA) activated SPP's Coordinating Dynamic Interchange process. The process requires Platte River to adjust resources to match load in real time, an operational condition referred to as balancing the area control error to zero. PSCo BA called upon the process due to high loads and temperatures resulting in capacity concerns throughout the region.
- On Aug. 18, the fiber team responded to an outage caused by a distribution electric pole fire near Glen Haven that impacted all services on the Long-Haul 34 cable. A new 2,000-foot section of overhead cable was installed and services were restored by 4:45 a.m. the following morning.
- On Aug. 21, Black Hollow Sun solar ceased test energy production to address safety issues and remained offline through the end of the month.

Peak day

Peak day obligation

Peak demand for the month was 678 megawatts which occurred on August 21, 2025, at hour ending 18:00 and was 10 megawatts above budget. Platte River's obligation at the time of the peak totaled 1016 megawatts. Demand response was not called upon at the time of peak.



***Some off-system wind renewable energy credits and associated energy have been sold to another utility and, therefore, cannot be claimed as a renewable resource by Platte River or its owner communities.**

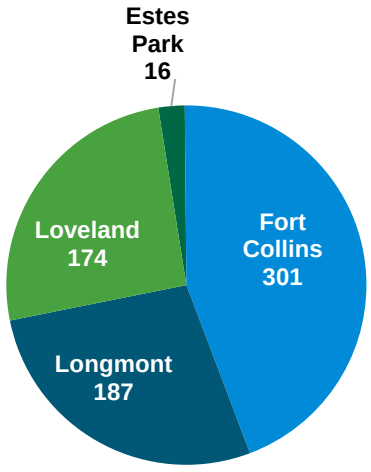
Owner community loads

	Aug. budget	Aug. actual	Minimum	Actual variance	
Coincident demand (MW)	668	678	512	1.5%	◆
Estes Park	16	**16**	13	0.0%	◆
Fort Collins	301	**301**	233	0.0%	◆
Longmont	187	**187**	145	0.0%	◆
Loveland	164	**174**	121	6.1%	●
Non-coincident demand (MW)	670	684	521	2.1%	●
Estes Park	17	17	**22**	0.0%	◆
Fort Collins	301	**305**	233	1.3%	◆
Longmont	187	**188**	145	0.5%	◆
Loveland	165	**174**	121	5.5%	●
Energy sales (MWh)	305,009	303,560		(0.5%)	◆
Estes Park	9,512	9,663		1.6%	◆
Fort Collins	141,325	138,367		(2.1%)	■
Longmont	81,743	81,417		(0.4%)	◆
Loveland	72,429	74,113		2.3%	●

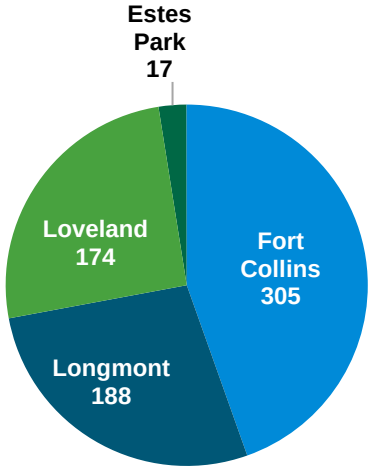
Variance key: Favorable: ● | Near budget: ◆ | Unfavorable: ■

Note: The bolded values above were those billed to the owner communities, based on the maximum of either the actual metered demand or the annual minimum ratchet.

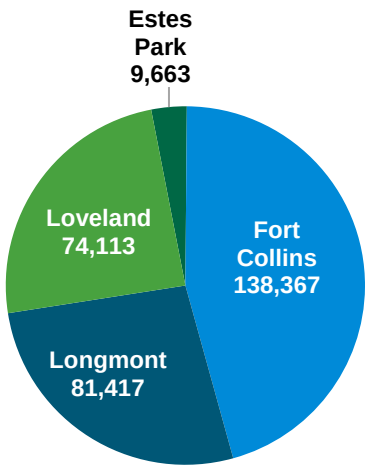
Actual Aug. coincident demand = 678 MW



Actual Aug. non-coincident demand = 684 MW

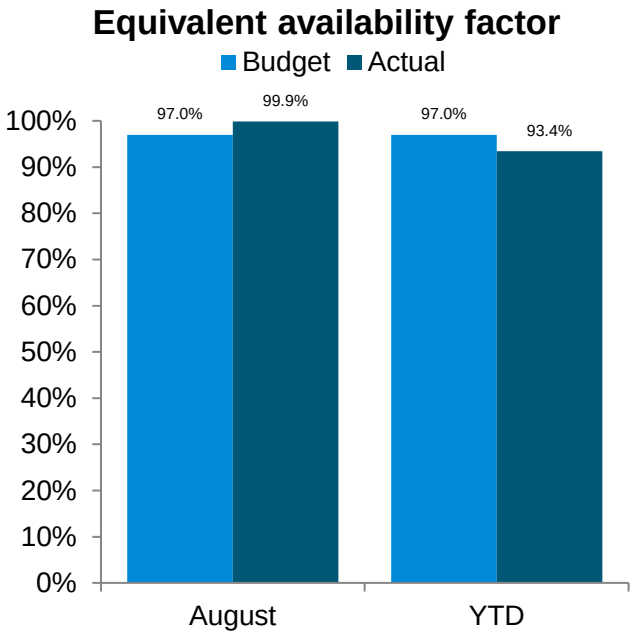


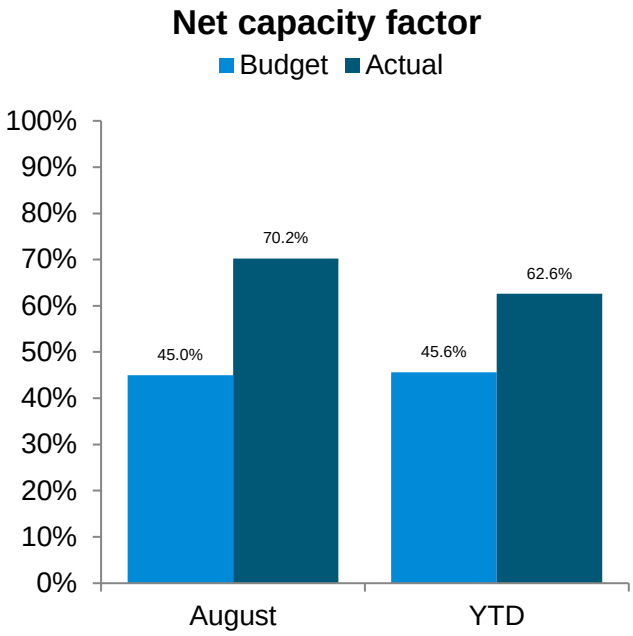
Actual Aug. energy sales = 303,560 MWh



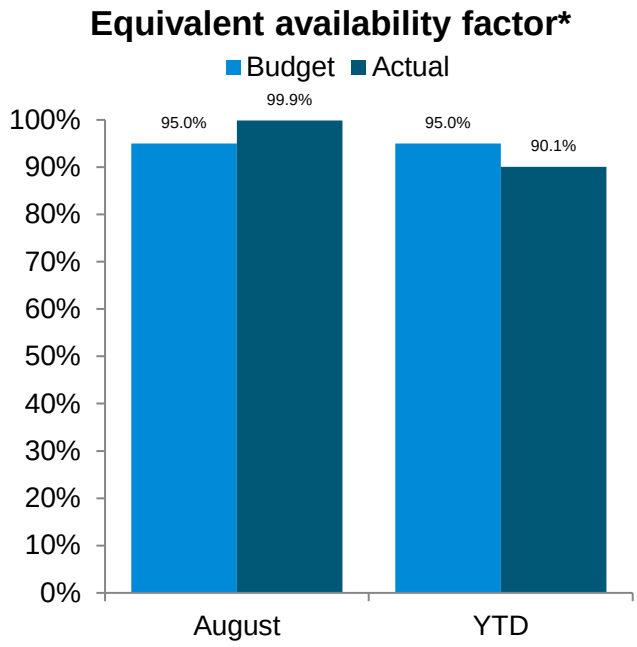
Thermal resources

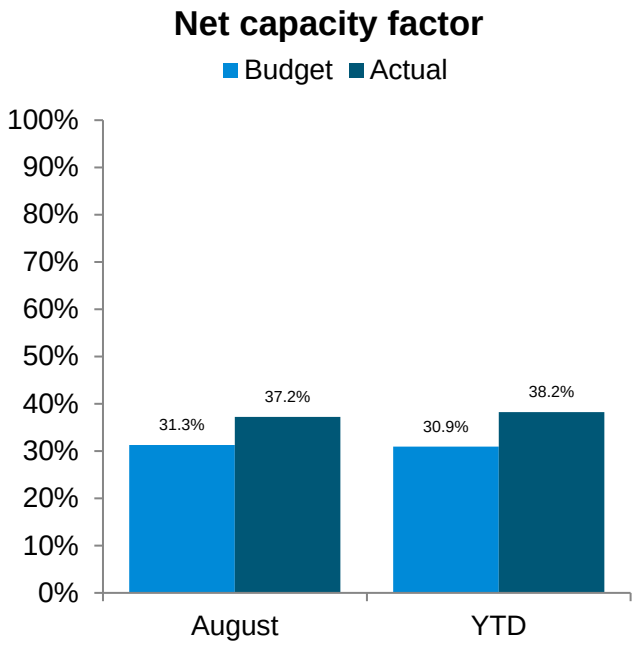
Power generation - Rawhide





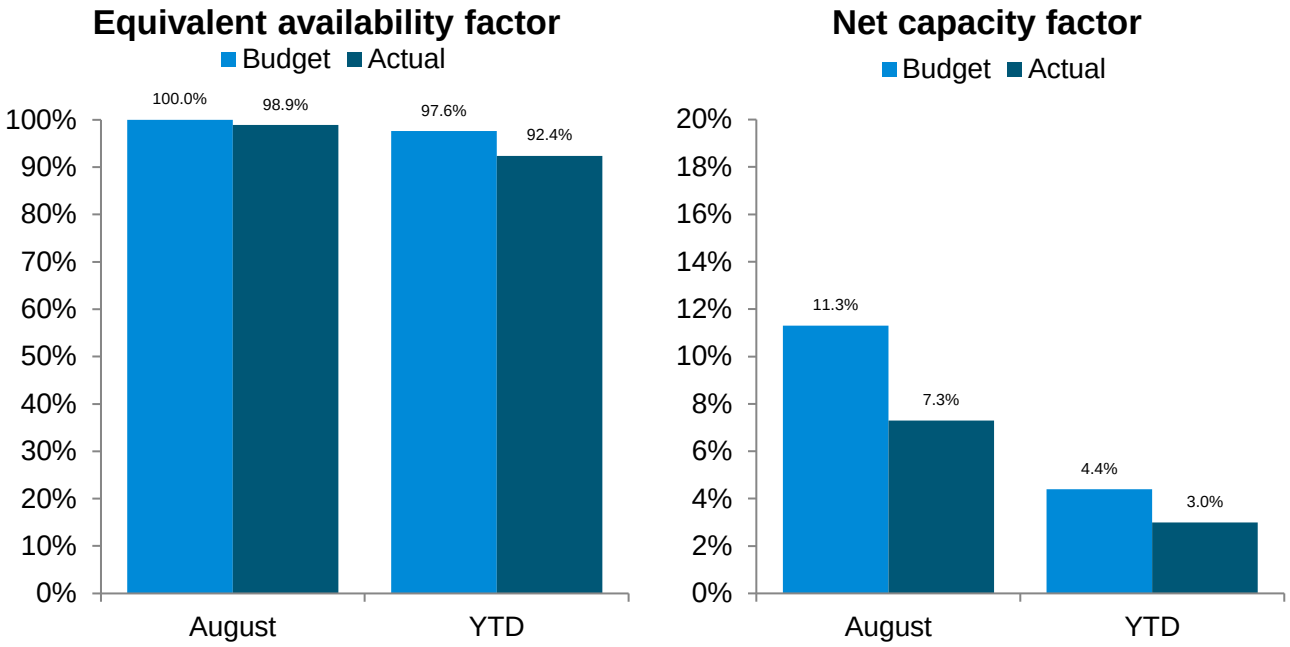
Power generation - Craig





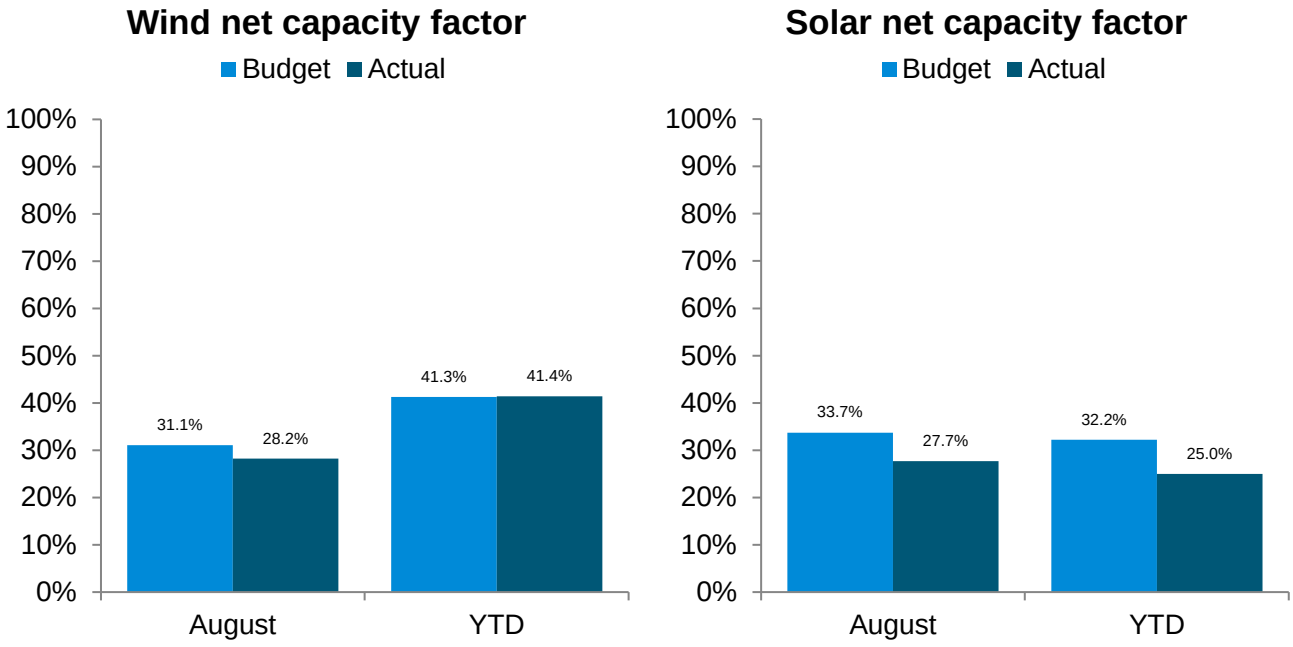
***Estimated due to a delay of the actual results**

Power generation – combustion turbines

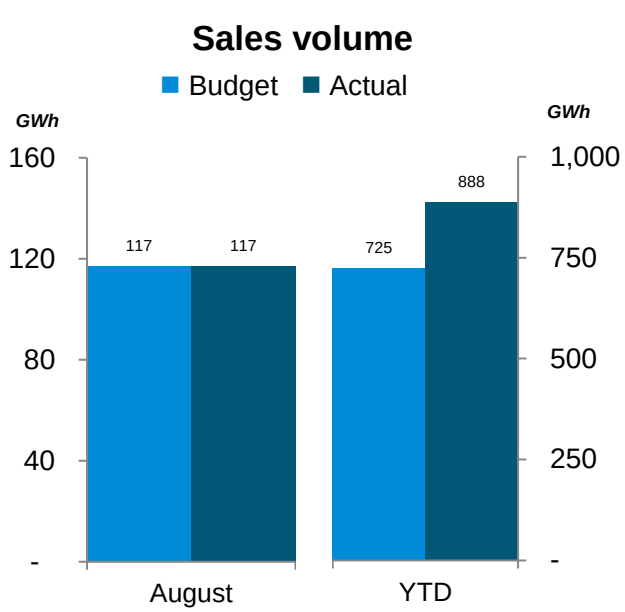


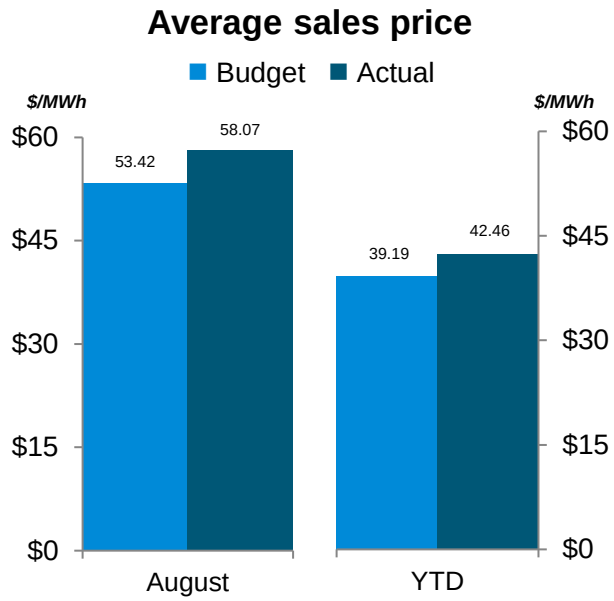
Renewable resources

Power generation – wind and solar production

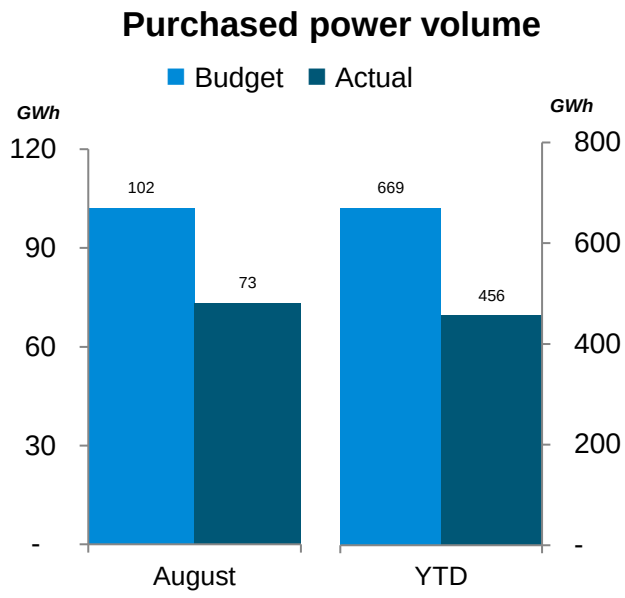


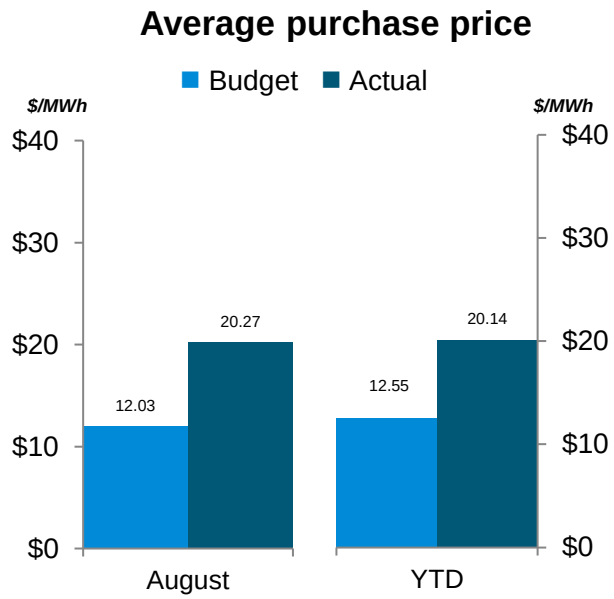
Surplus sales



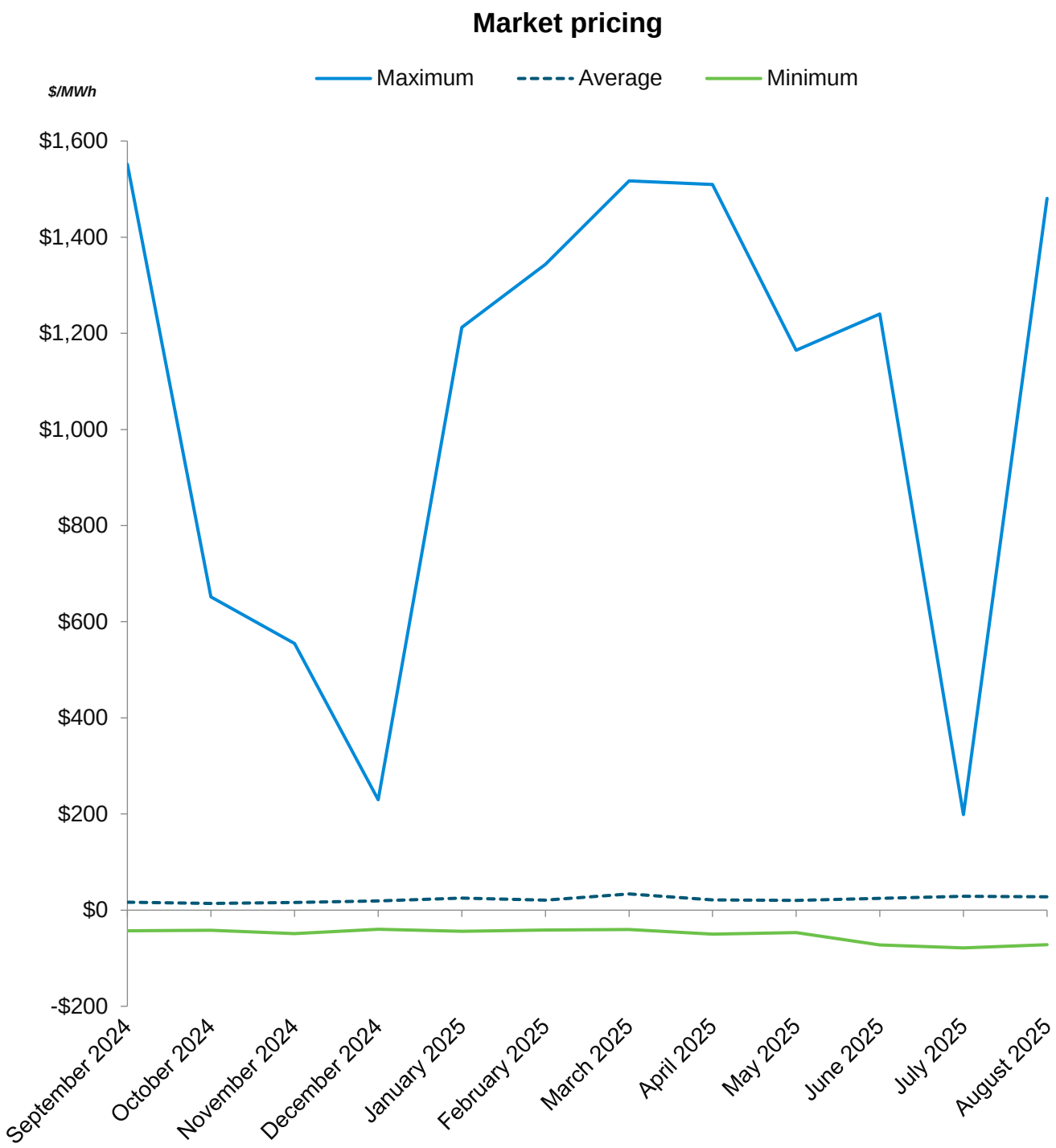


Purchased power

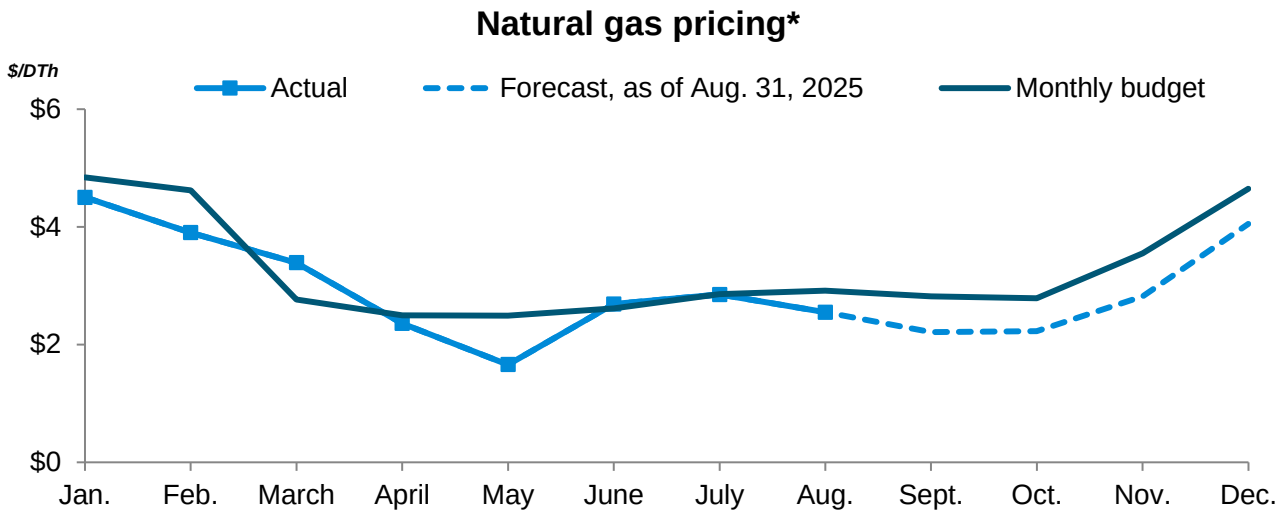




Market pricing



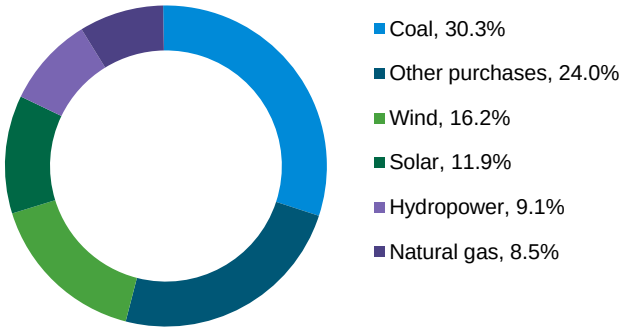
Natural gas pricing



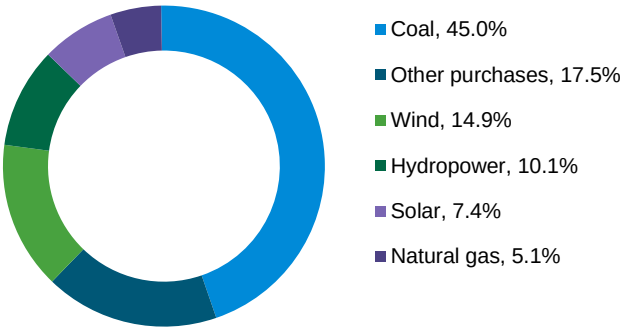
***Forecast based on Argus North American Natural Gas forward curves. Pricing does not include transport.**

Total resources

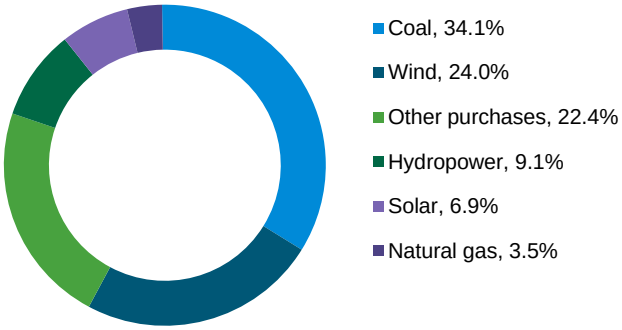
August generation budget



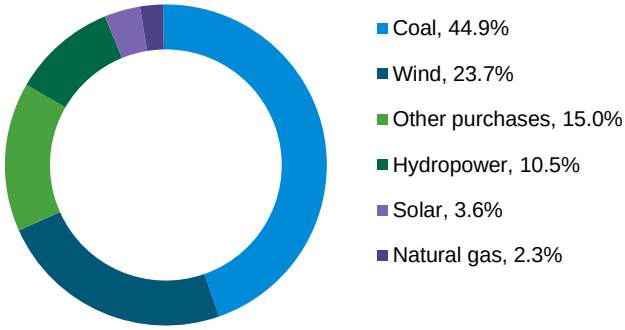
August generation actual

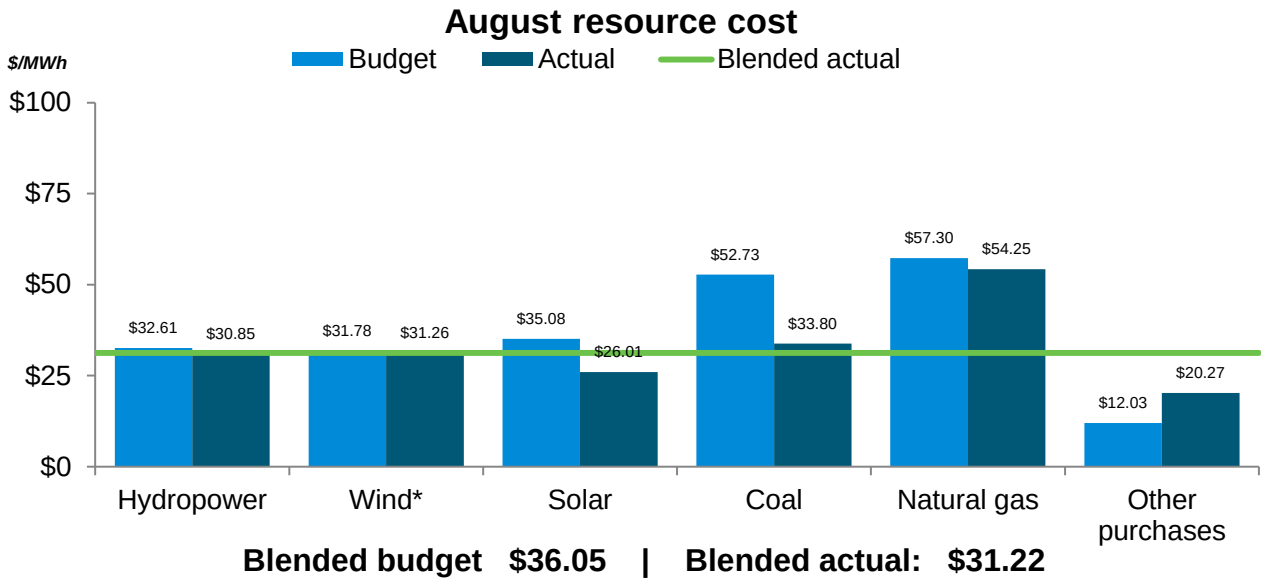


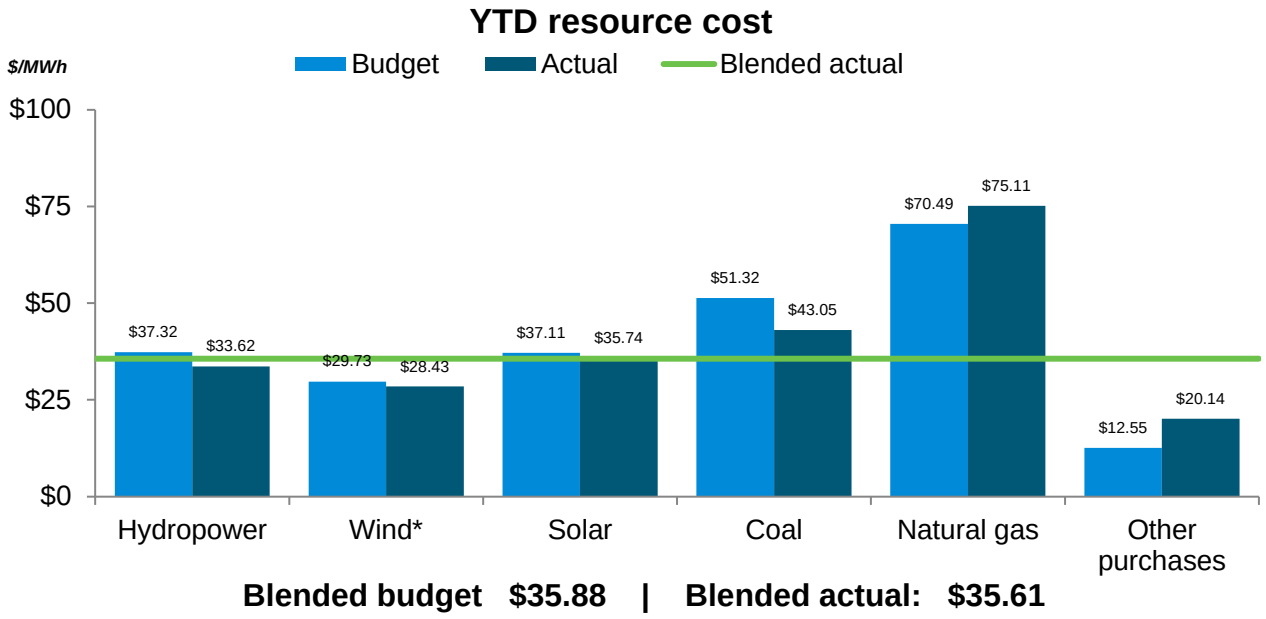
YTD budget



YTD actual







***Some off-system wind RECs and associated energy have been sold to another utility and, therefore, cannot be claimed as a renewable resource by Platte River or its owner communities.**

Platte River Power Authority

Estes Park • Fort Collins • Longmont • Loveland

Financial health report

August 2025

Financial highlights year to date

Platte River reported favorable results year to date. Change in net position of $35.7 million was favorable by $16.1 million compared to budget primarily due to above-budget operating revenues, below-budget operating expenses and above-budget nonoperating revenues (expenses), net.

Key financial results [1] ($ millions)	August Budget	August Actual		Favorable (unfavorable)		Year to date Budget	Year to date Actual		Favorable (unfavorable)		Annual budget
Change in net position	$ 5.7	$ 11.2	●	$ 5.5	96.5%	$ 19.6	$ 35.7	●	$ 16.1	82.1%	$ 7.5
Fixed obligation charge coverage	3.38x	5.35x	●	1.97x	58.3%	2.49x	3.15x	●	0.66x	26.5%	2.00x

>2% ● Favorable | 2% to -2% ◆ At or near budget | <-2% ■ Unfavorable

(1) The key financial results for the annual budget reflect projected deferred revenues of $12.0 million according to the deferred revenue and expense accounting policy discussed in the other financial information section. The actual deferral will be determined at the end of the year.

Budgetary highlights year to date

The following budgetary highlights are presented on a budgetary basis not in conformity with generally accepted accounting principles (GAAP).

Key budgetary results ($ millions)	August Budget	August Actual		Favorable (unfavorable)		Year to date Budget	Year to date Actual		Favorable (unfavorable)		Annual budget
Total revenues	$ 33.0	$ 34.7	●	$ 1.7	5.2%	$ 221.9	$ 230.3	●	$ 8.4	3.8%	$ 324.6
Sales to owner communities	23.9	24.0	◆	0.1	0.4%	168.5	165.7	◆	(2.8)	(1.7%)	248.4
Sales for resale - long-term	1.5	1.3	■	(0.2)	(13.3%)	12.3	11.5	■	(0.8)	(6.5%)	17.7
Sales for resale - short-term	6.0	6.8	●	0.8	13.3%	26.8	36.9	●	10.1	37.7%	37.6
Wheeling	0.8	1.4	●	0.6	75.0%	6.3	7.0	●	0.7	11.1%	9.5
Interest and other income	0.8	1.2	●	0.4	50.0%	8.0	9.2	●	1.2	15.0%	11.4
Total operating expenses	$ 22.7	$ 19.5	●	$ 3.2	14.1%	$ 166.1	$ 159.7	●	$ 6.4	3.9%	$ 250.0
Purchased power	6.5	5.5	●	1.0	15.4%	46.9	43.9	●	3.0	6.4%	69.8
Fuel	4.9	4.7	●	0.2	4.1%	28.1	31.8	■	(3.7)	(13.2%)	42.4
Production	4.7	3.3	●	1.4	29.8%	37.2	36.0	●	1.2	3.2%	55.5
Transmission	1.8	1.8	◆	-	0.0%	16.3	14.9	●	1.4	8.6%	23.9
Administrative and general	3.6	3.2	●	0.4	11.1%	29.3	26.5	●	2.8	9.6%	43.2
Distributed energy resources	1.2	1.0	●	0.2	16.7%	8.3	6.6	●	1.7	20.5%	15.2
Capital additions	$ 5.0	$ 2.7	●	$ 2.3	46.0%	$ 105.1	$ 71.0	●	$ 34.1	32.4%	$ 139.8
Debt service expenditures	$ 1.6	$ 1.5	●	$ 0.1	6.3%	$ 12.9	$ 12.5	●	$ 0.4	3.1%	$ 19.0

>2% ● Favorable | 2% to -2% ◆ At or near budget | <-2% ■ Unfavorable

Total revenues, $8.4 million above budget

Key variances greater than plus or minus 2%

- **Sales for resale - long-term** were below budget $0.8 million due to below-budget calls on capacity contracts and below-budget wind generation resold to third parties.
- **Sales for resale - short-term** were above budget $10.1 million as energy volume and average prices were above budget 34.3% and 4.8%, respectively.
- **Wheeling** was above budget $0.7 million primarily due to above-budget point-to-point transmission sales and a rate increase.
- **Interest and other income** was above budget $1.2 million primarily due to accrued liquidated damages from the delay of the commercial operation date of the Black Hollow Sun project and higher interest income earned on investments.

Total operating expenses, $6.4 million below budget

Key variances greater than plus or minus 2%

- **Production, transmission, and administrative and general** were $5.4 million below budget.

  Expenses were $4.4 million below budget. The below-budget expenses include: 1) Rawhide non-routine projects, 2) software and hardware, 3) communications consulting services, 4) resource planning initiatives, 5) wheeling, 6) digital consulting services, 7) general facilities maintenance, 8) Windy Gap water expenses, 9) administrative and general non-routine projects and 10) travel and training. The above-budget expenses include: 1) Craig operating expenses, 2) Rawhide Unit 1 unplanned outages, 3) coal mill repairs and 4) tower maintenance. Of the net below-budget variance, at least $2.1 million is expected to be spent by the end of the year.

  Personnel was below budget $1.0 million due to vacancies, lower medical and dental claims and defined contribution benefit plan expense. Partially offsetting the below-budget variance were payouts at termination, increased overtime as a result of additional maintenance for unplanned outages and one quarter of gainshare program payment.

- **Purchased power** was $3.0 million below budget. The below-budget expenses include: 1) wind and solar generation and 2) purchased reserves due to a lower rate than anticipated. The above-budget expenses include: 1) bilateral purchases and 2) hydropower purchases due to favorable water conditions.

- **Distributed energy resources** were $1.7 million below budget due to personnel expenses, reduced size of commercial and industrial upgrades, slower participation in consumer engagement programs, delayed virtual power plant programs and marketing expenses.

- **Fuel** had a net variance of $3.7 million above budget ($5.6 million of above-budget expenses partially offset by $1.9 million of below-budget expenses).

  Coal - Rawhide Unit 1 54% of the above-budget variance at $3.0 million. Generation was above budget to serve higher-than-budgeted bilateral and market sales, partially offset by below-budget price due to a lower transportation base rate and demurrage charge. Less fuel was required due to a more efficient heat rate.

  Coal - Craig units 46% of the above-budget variance at $2.6 million. Generation was above budget to serve higher-than-budgeted bilateral and market sales and price was above budget due to an updated price from Trapper Mine.

  Natural Gas 100% of the below-budget variance at $1.9 million. Generation was below budget primarily due to lower calls on capacity contracts.

Capital additions, $34.1 million below budget

Year-end estimates as of August 2025

The projects listed below are projected to end the year with a budget variance of more than $100,000. In addition, the amounts below are costs for 2025 and may not represent the total cost of the project. Further changes to capital projections are anticipated and staff will continue to monitor spending estimates to ensure capital projects are appropriately funded.

Project ($ thousands)	2025 budget	Estimate	Favorable (unfavorable)	Carryover request
Below budget projects				
* **Bay addition resource interconnection to Severance Substation** - This project will be below budget due to a reduction in scope. The transmission line portion of the project was removed after the final location of the line route was established and no longer requires Platte River funds. *A portion of the below-budget funds will be requested to be carried over into 2026.*	$ 3,287	$ 987	$ 2,300	$ 750
* **Distributed energy resources management system** - This project will be below budget as project management will be completed internally and not all contingency funds will be used. *The below-budget funds will be requested to be carried over into 2026.*	$ 3,865	$ 2,468	$ 1,397	$ 1,397
Fiber optic expansion - Long-Haul West (Loveland to Longmont) - This project will be below budget due to delays with crossing agreements as there are multiple ditches along this fiber span. *The below-budget funds will be requested to be carried over into 2026.*	$ 1,882	$ 882	$ 1,000	$ 1,000
* **Circuit switcher (T1 and T2) addition - Rogers Road Substation** - This project will be below budget due to delays coordinating with the City of Longmont's schedule. Additionally, the project scope was reduced to exclude the control building which will be budgeted in a future year. *The below-budget funds will be requested to be carried over into 2026.*	$ 914	$ 5	$ 909	$ 909
* **Regional transmission organization market software** - This project will be below budget as less vendor labor will be required. *A portion of the below-budget funds will be requested to be carried over into 2026.*	$ 1,961	$ 1,471	$ 490	$ 362
* **Transformer T1 replacement - Longs Peak Substation** - This project will be below budget due to schedule delays in order to align construction with system outages. *The below-budget funds will be requested to be carried over into 2026.*	$ 415	$ 5	$ 410	$ 410
Data management and analytics platform - This project will be below budget as project development will be at a slower pace than originally anticipated extending the time frame into 2026. *The below-budget funds will be requested to be carried over into 2026.*	$ 750	$ 450	$ 300	$ 300
Wet compression - combustion turbine Unit C - This project will be below budget due to favorable vendor pricing for the skid and underground infrastructure. In addition, the budget was based on combustion turbine Unit F scope which included additional equipment not required for combustion turbine Unit C.	$ 1,634	$ 1,444	$ 190	$ -
Switch and capacitor coupled voltage transformer replacements - Harmony Substation - This project will be below budget due to long lead times for equipment. *The below-budget funds will be requested to be carried over into 2026.*	$ 271	$ 121	$ 150	$ 150

Project ($ thousands)	2025 budget	Estimate	Favorable (unfavorable)	Carryover request
Above budget projects				
* **Supervisory control and data acquisition and energy management system** - This project will be above budget due to final milestone payments required to complete the project, additional internal labor and licenses. The multiyear project required additional time to complete resulting in increased costs.	$ 151	$ 1,098	$ (947)	$ -
Airflow spoilers - This project will be above budget due to an expedited installation timeline now requiring a helicopter.	$ 450	$ 780	$ (330)	$ -
* **Fiber optic cable replacement - Long-Haul East (Fort Collins to Loveland)** - This project will be above budget due to material costs that were not accounted for when estimating final costs.	$ 17	$ 257	$ (240)	$ -
Evergreen controls hardware upgrade - Rawhide Unit 1 - This project will be above budget due to an increase in scope as the controllers need to be upgraded to accommodate all nodes and additional functionality is required.	$ 1,150	$ 1,365	$ (215)	$ -
* **Substation expansion and reliability upgrade - Rawhide Substation** - This project will be above budget due to high voltage breakers being issued from inventory ahead of construction.	$ 436	$ 636	$ (200)	$ -
Switch and capacitor coupled voltage transformer replacements - Timberline Substation - This project will be above budget due to a new steel support structure needed as the existing steel support structure cannot be reused with the new switch.	$ 99	$ 234	$ (135)	$ -
Out-of-budget projects				
Superheat tube replacement - Rawhide Unit 1 - This project will replace the T-11 and T-22 superheat material in the boiler to prevent future tube leaks and forced outages, therefore improving the reliability of the unit during peak operating seasons. The project will occur during the upcoming major maintenance outage when the unit is offline and contractors are onsite.	$ -	$ 5,181	$ (5,181)	$ -
Gas control valve replacement - combustion turbine Unit D - This project will replace all existing electro-hydraulic stop-speed ratio valves and gas control valves with electric-actuated valves to increase reliability and provide advance diagnostic capabilities. The project was budgeted to occur on combustion turbine Unit A (Unit A) in 2025, however due to outage timing and increased runtime of combustion turbine Unit D (Unit D) following the upgrade, the replacement is preferred to occur on Unit D in 2025. The project for Unit A is canceled as shown below.	$ -	$ 712	$ (712)	$ -
Transmission line modifications - Interstate-25 - This project will install a new transmission structure and remove the existing structure located near Interstate-25 in the Fort Collins area. Colorado Department of Transportation (CDOT) widened Interstate-25 placing traveling lanes closer to the existing transmission structure. CDOT installed a retaining wall and roadway barriers designed to reduce the risk of a vehicle striking the pole. Platte River desires to reduce the risk further by replacing and moving the pole further away from traveling lanes.	$ -	$ 230	$ (230)	$ -

Project ($ thousands)	2025 budget	Estimate	Favorable (unfavorable)	Carryover request
* **Storage outbuilding - headquarters** - This project will create a new storage building on the northwest corner of the headquarters campus. Funds requested in 2025 are primarily for design.	$ -	$ 190	$ (190)	$ -
* **Restroom addition and office modification - substation garage** - This project will create restrooms and a work area in the substation garage. Additional modifications will be made to create workspace for employees.	$ -	$ 122	$ (122)	$ -
Canceled projects				
Construction management building modifications - Rawhide - This project was canceled as modifications are no longer required.	$ 1,590	$ -	$ 1,590	$ -
Storage addition - Energy Engagement Center - This project was canceled by management due to estimated construction cost increases provided after conceptual design review.	$ 700	$ -	$ 700	$ -
Gas control valve replacement - combustion turbine Unit A - This project was canceled and will be budgeted in a future year to align with combustion turbine outage timing. The replacement will occur on Unit D in 2025.	$ 667	$ -	$ 667	$ -
Transmission lines - noncarbon resources - This project was canceled as new generation resources were selected in locations where no additional transmission lines or transmission line improvements are required.	$ 268	$ -	$ 268	$ -
Substation and interconnections - noncarbon resources - This project was canceled as new generation resources were selected in locations where substation work will not be required on the Platte River system.	$ 123	$ -	$ 123	$ -

* Project details or amounts have changed since last report.

** Project is new to the report.

Debt service expenditures, $0.4 million below budget

Key variances greater than plus or minus 2%

Debt service expenditures include principal and interest expense for power revenue bonds and for lease and subscription liabilities.

Debt service expenditures ($ thousands)	August Budget	August Actual	Favorable (unfavorable)		Year to date Budget	Year to date Actual	Favorable (unfavorable)		Annual budget
Total principal	$ 1,317	$ 1,185	● $ 132	10.0%	$10,094	$ 9,715	● $ 379	3.8%	$14,954
Power revenue bonds	1,164	1,164	◆ -	0.0%	9,075	9,075	◆ -	0.0%	13,730
Lease and subscription liabilities	153	21	● 132	86.3%	1,019	640	● 379	37.2%	1,224
Total interest expense	$ 324	$ 314	● $ 10	3.1%	$ 2,826	$ 2,810	◆ $ 16	0.6%	$ 4,092
Power revenue bonds	313	313	◆ -	0.0%	2,769	2,769	◆ -	0.0%	4,022
Lease and subscription liabilities	11	1	● 10	90.9%	57	41	● 16	28.1%	70
Total debt service expenditures	$ 1,641	$ 1,499	● $ 142	8.7%	$12,920	$12,525	● $ 395	3.1%	$19,046

>2% ● Favorable | 2% to -2% ◆ At or near budget | <-2% ■ Unfavorable

- **Lease and subscription liabilities** were $0.4 million below budget due to a renegotiated contract that changed timing of annual payments for subscription liabilities.

The outstanding principal for Series JJ and KK represents debt associated with transmission assets ($80.9 million) and the Rawhide Energy Station ($18.8 million). Principal and interest payments are made June 1 and interest only payments are made Dec. 1. The table below shows current power revenue bond debt outstanding.

Series	Debt outstanding ($ thousands)	Par issued ($ thousands)	True interest cost	Maturity date	Callable date	Purpose
Series JJ - April 2016	$ 78,270	$ 147,230	2.2%	6/1/2036	6/1/2026	$60M new money for Rawhide & transmission projects & refund portion of Series HH ($13.7M NPV/12.9% savings)
Series KK - December 2020	21,410	$ 25,230	1.6%	6/1/2037	N/A*	Refund a portion of Series II ($6.5M NPV/27.6% savings)
Total par outstanding	99,680					
Unamortized bond premium	6,328					
Total revenue bonds outstanding	106,008					
Less: due within one year	(13,965)					
Total long-term debt, net	$ 92,043					

Fixed rate bond premium costs are amortized over the terms of the related bond issues.

*Series KK is subject to prior redemption, in whole or in part as selected by Platte River, on any date.

Contingency appropriation

$75.0 million reserved to board

At this time, capital additions are expected to be above budget at the end of the year after capital carryovers. Debt service is also expected to be above budget for lease and subscription liabilities due to differences in actual contract terms. A budget contingency appropriation of approximately $3.8 million may be required to cover the additional expenditures in 2025. Staff will evaluate the budgetary results at the end of the year and apply the contingency appropriation accordingly.

Contingency summary	$ millions
Capital additions	
2025 estimated captial additions	$ 138.2
2025 capital budget	139.8
Below-budget variance	$ (1.6)
Estimated capital carryover from 2025 to 2026	5.3
Capital contingency transfer required	**$ 3.7**
Debt service expenditures	
2025 estimated debt service expenditures	$ 19.1
2025 debt service budget	19.0
Debt service contingency transfer required	**$ 0.1**
Total contingency transfer required	**$ 3.8**

Other financial information

- **Windy Gap Firming Project (Chimney Hollow Reservoir)** - The original pooled financing arrangement was not sufficient to fully fund completion of the project after increases due to a federal permit delay, environmental mitigation and enhancement, construction cost increases and additional engineering and construction management. Platte River elected to increase the existing pooled financing by $11.8 million through an amendment to the existing subordinate debt. This amendment was executed January 2025, increasing Platte River's regulatory assets and other long-term obligations.

- **Change in depreciation method accounting policy** - This policy allows for recognition of gains and losses on retirement of capital assets under the specific identification method to achieve rate smoothing and recovery. Under this method, gains and losses on retirement of capital assets will accumulate for a year and the net gain or loss will either be recognized in a single year or amortized over a specified period not to exceed 10 years. Staff will evaluate the financial statements at the end of the year and apply the policy accordingly, which would impact the change in net position.
- **Deferred revenue and expense accounting policy** - This policy allows deferring revenues and expenses to reduce rate pressure and achieve rate smoothing during the resource transition to meet the Resource Diversification Policy goal. Staff will evaluate the financial statements at the end of the year and apply the policy accordingly, which would impact the change in net position.

Budget schedules

Schedule of revenues and expenditures, budget to actual

August 2025

Non-GAAP budgetary basis (in thousands)

	Month of August		Favorable
	Budget	**Actual**	(unfavorable)
Revenues			
Operating revenues			
Sales to owner communities	$ 23,890	**$ 23,950**	$ 60
Sales for resale - long-term	1,538	**1,257**	(281)
Sales for resale - short-term	5,967	**6,796**	829
Wheeling	801	**1,420**	619
Total operating revenues	32,196	**33,423**	1,227
Other revenues			
Interest income[(1)]	847	**931**	84
Other (loss)/income	(1)	**319**	320
Total other revenues	846	**1,250**	404
Total revenues	$ 33,042	**$ 34,673**	$ 1,631
Expenditures			
Operating expenses			
Purchased power	$ 6,454	**$ 5,535**	$ 919
Fuel	4,902	**4,711**	191
Production	4,656	**3,290**	1,366
Transmission	1,844	**1,854**	(10)
Administrative and general	3,611	**3,158**	453
Distributed energy resources	1,199	**981**	218
Total operating expenses	22,666	**19,529**	3,137
Capital additions			
Production	2,427	**1,127**	1,300
Transmission	1,309	**510**	799
General	1,245	**918**	327
Asset retirement obligations	42	**136**	(94)
Total capital additions	5,023	**2,691**	2,332
Debt service expenditures			
Principal	1,317	**1,185**	132
Interest expense	324	**314**	10
Total debt service expenditures	1,641	**1,499**	142
Total expenditures	$ 29,330	**$ 23,719**	$ 5,611
Revenues less expenditures	$ 3,712	**$ 10,954**	$ 7,242

[(1)] Excludes unrealized holding gains and losses on investments.

Schedule of revenues and expenditures, budget to actual

August 2025 year-to-date

Non-GAAP budgetary basis (in thousands)

	August year to date		Favorable	Annual
	Budget	**Actual**	(unfavorable)	budget
Revenues				
Operating revenues				
Sales to owner communities	$ 168,511	**$ 165,731**	$ (2,780)	$ 248,437
Sales for resale - long-term	12,320	**11,520**	(800)	17,642
Sales for resale - short-term	26,781	**36,862**	10,081	37,629
Wheeling	6,328	**7,052**	724	9,452
Total operating revenues	213,940	**221,165**	7,225	313,160
Other revenues				
Interest income[1]	7,326	**7,732**	406	10,546
Other income	637	**1,408**	771	851
Total other revenues	7,963	**9,140**	1,177	11,397
Total revenues	$ 221,903	**$ 230,305**	$ 8,402	$ 324,557
Expenditures				
Operating expenses				
Purchased power	$ 46,919	**$ 43,871**	$ 3,048	$ 69,789
Fuel	28,042	**31,776**	(3,734)	42,435
Production	37,219	**36,045**	1,174	55,512
Transmission	16,240	**14,870**	1,370	23,901
Administrative and general	29,305	**26,492**	2,813	43,186
Distributed energy resources	8,326	**6,645**	1,681	15,200
Total operating expenses	166,051	**159,699**	6,352	250,023
Capital additions				
Production	73,131	**61,757**	11,374	101,163
Transmission	12,380	**5,021**	7,359	14,405
General	15,724	**3,765**	11,959	20,243
Asset retirement obligations	3,844	**438**	3,406	4,010
Total capital additions	105,079	**70,981**	34,098	139,821
Debt service expenditures				
Principal	10,094	**9,715**	379	14,954
Interest expense	2,826	**2,810**	16	4,092
Total debt service expenditures	12,920	**12,525**	395	19,046
Total expenditures	$ 284,050	**$ 243,205**	$ 40,845	$ 408,890
Contingency reserved to board	-	**-**	-	75,000
Total expenditures and contingency	$ 284,050	**$ 243,205**	$ 40,845	$ 483,890
Revenues less expenditures and contingency	$ (62,147)	**$ (12,900)**	$ 49,247	$ (159,333)

[1] Excludes unrealized holding gains and losses on investments.

Financial statements

Statements of net position

Unaudited (in thousands)

	August 31 2025	2024
Assets		
Electric utility plant, at original cost		
Land and land rights	**$ 19,446**	$ 19,446
Plant and equipment in service	**1,508,779**	1,489,250
Less: accumulated depreciation and amortization	**(1,045,057)**	(1,002,941)
Plant in service, net	**483,168**	505,755
Construction work in progress	**150,841**	88,457
Total electric utility plant	**634,009**	594,212
Special funds and investments		
Restricted funds and investments	**14,337**	16,830
Dedicated funds and investments	**151,960**	158,598
Total special funds and investments	**166,297**	175,428
Current assets		
Cash and cash equivalents	**37,637**	41,851
Other temporary investments	**54,308**	52,122
Accounts receivable - owner communities	**23,890**	23,142
Accounts receivable - other	**9,692**	6,870
Fuel inventory, at last-in, first-out cost	**23,114**	20,749
Materials and supplies inventory, at average cost	**21,354**	18,629
Prepayments and other assets	**6,505**	6,413
Total current assets	**176,500**	169,776
Noncurrent assets		
Regulatory assets	**144,066**	130,296
Other long-term assets	**9,334**	8,614
Total noncurrent assets	**153,400**	138,910
Total assets	**1,130,206**	1,078,326
Deferred outflows of resources		
Deferred loss on debt refundings	**1,216**	1,824
Pension deferrals	**5,730**	9,787
Asset retirement obligations	**31,451**	25,546
Total deferred outflows of resources	**38,397**	37,157
Liabilities		
Noncurrent liabilities		
Long-term debt, net	**92,043**	107,898
Net pension liability	**27,285**	28,274
Other long-term obligations	**103,047**	93,406
Lease and subscription liabilities	**2,135**	373
Asset retirement obligations	**47,788**	37,013
Other liabilities and credits	**12,557**	12,612
Total noncurrent liabilities	**284,855**	279,576
Current liabilities		
Current maturities of long-term debt	**13,965**	13,400
Current portion of other long-term obligations	**2,148**	889
Current portion of lease and subscription liabilities	**1,232**	668
Current portion of asset retirement obligations	**3,436**	933
Accounts payable	**18,913**	15,694
Accrued interest	**940**	1,098
Accrued liabilities and other	**8,698**	7,116
Total current liabilities	**49,332**	39,798
Total liabilities	**334,187**	319,374
Deferred inflows of resources		
Deferred gain on debt refundings	**91**	104
Regulatory credits	**124,589**	103,150
Lease deferrals	**584**	704
Total deferred inflows of resources	**125,264**	103,958
Net position		
Net investment in capital assets	**524,521**	465,551
Restricted	**13,397**	15,732
Unrestricted	**171,234**	210,868
Total net position	**$ 709,152**	$ 692,151

Note: Certain previously stated line items have been updated or reclassified to conform with final audited financial statements including restatement of prior year where applicable.

Statements of revenues, expenses and changes in net position

Unaudited (in thousands)

	Month of August	August year to date 2025	August year to date 2024
Operating revenues			
Sales to owner communities	**$ 23,950**	**$ 165,731**	$ 156,039
Sales for resale	**8,053**	**48,382**	37,101
Wheeling	**1,420**	**7,052**	7,228
Total operating revenues	**33,423**	**221,165**	200,368
Operating expenses			
Purchased power	**5,535**	**43,871**	40,755
Fuel	**4,711**	**31,776**	28,230
Production	**3,278**	**36,156**	38,747
Transmission	**1,885**	**15,136**	13,676
Administrative and general	**3,080**	**26,432**	25,287
Distributed energy resources	**981**	**6,612**	7,438
Depreciation, amortization and accretion	**4,369**	**33,512**	28,384
Total operating expenses	**23,839**	**193,495**	182,517
Operating income	**9,584**	**27,670**	17,851
Nonoperating revenues (expenses)			
Interest income	**920**	**7,595**	7,461
Other income	**319**	**1,408**	268
Interest expense	**(314)**	**(2,810)**	(3,212)
Amortization of bond financing costs	**98**	**782**	886
Net increase in fair value of investments	**593**	**1,102**	2,484
Total nonoperating revenues (expenses)	**1,616**	**8,077**	7,887
Change in net position	**11,200**	**35,747**	25,738
Net position at beginning of period, as previously reported	**697,952**	**673,405**	666,413
Net position at end of period	**$ 709,152**	**$ 709,152**	$ 692,151

Note: Certain previously stated line items have been updated or reclassified to conform with final audited financial statements including restatement of prior year where applicable.

Statements of cash flows

Unaudited (in thousands)

	Month of August	August year to date 2025	August year to date 2024
Cash flows from operating activities			
Receipts from customers	**$ 33,215**	**$ 214,380**	$ 193,950
Payments for operating goods and services	**(13,798)**	**(120,395)**	(114,613)
Payments for employee services	**(6,601)**	**(45,694)**	(41,412)
Net cash provided by operating activities	**12,816**	**48,291**	37,925
Cash flows from capital and related financing activities			
Additions to electric utility plant	**(345)**	**(68,513)**	(64,955)
Payments from accounts payable incurred for electric utility plant additions	**(18,610)**	**(3,494)**	(2,136)
Proceeds from disposal of electric utility plant	**-**	**181**	46
Principal payments on long-term debt	**-**	**(13,400)**	(12,790)
Interest payments on long-term debt	**-**	**(2,196)**	(2,497)
Payments related to other long-term obligations	**-**	**(4,436)**	(5,390)
Principal payments on lease and subscription liabilities	**(21)**	**(640)**	(593)
Interest payments on lease and subscription liabilities	**(1)**	**(41)**	(33)
Net cash used in capital and related financing activities	**(18,977)**	**(92,539)**	(88,348)
Cash flows from investing activities			
Purchases and sales of temporary and restricted investments, net	**(2,055)**	**14,208**	13,714
Interest and other income, including realized gains and losses, net	**1,246**	**9,109**	7,840
Net cash (used in)/provided by investing activities	**(809)**	**23,317**	21,554
Decrease in cash and cash equivalents	**(6,970)**	**(20,931)**	(28,869)
Balance at beginning of period in cash and cash equivalents	**44,607**	**58,568**	70,720
Balance at end of period in cash and cash equivalents	**$ 37,637**	**$ 37,637**	$ 41,851
Reconciliation of net operating income to net cash provided by operating activities			
Operating income	**$ 9,584**	**$ 27,670**	$ 17,851
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	**3,507**	**27,688**	27,431
Amortization	**(142)**	**(1,120)**	(3,222)
Operating expenses relating to other long-term obligations	**295**	**2,262**	1,925
Changes in assets and liabilities that provided/(used) cash			
Accounts receivable	**(208)**	**(6,785)**	(5,624)
Fuel and materials and supplies inventories	**(3,686)**	**(4,356)**	(1,748)
Prepayments and other assets	**2,037**	**(701)**	(922)
Regulatory assets	**(8)**	**(61)**	771
Deferred outflows of resources	**877**	**3,741**	826
Accounts payable	**991**	**(1,351)**	(7,162)
Asset retirement obligations	**(136)**	**1,747**	2,030
Other liabilities	**(488)**	**(1,977)**	2,461
Deferred inflows of resources	**193**	**1,534**	3,308
Net cash provided by operating activities	**$ 12,816**	**$ 48,291**	$ 37,925
Noncash capital and related financing activities			
Additions of electric utility plant through incurrence of accounts payable	**2,211**	**2,211**	447
Additions of electric utility plant through leasing and subscription	**-**	**577**	132
Additions of regulatory assets through incurrence of other long-term obligations	**-**	**11,789**	-
Amortization of regulatory asset (debt issuance costs)	**6**	**44**	49
Amortization of bond premiums, deferred loss and deferred gain on refundings	**(103)**	**(827)**	(935)

Note: Certain previously stated line items have been updated or reclassified to conform with final audited financial statements including restatement of prior year where applicable.

Schedule of net revenues for bond service and fixed obligations

Unaudited (in thousands)

Bond service coverage	Month of August	August year to date 2025	2024
Net revenues			
Operating revenues	**$ 33,423**	**$ 221,165**	$ 200,368
Operations and maintenance expenses, excluding depreciation, amortization and accretion	**19,470**	**159,983**	154,133
Net operating revenues	**13,953**	**61,182**	46,235
Plus interest income on bond accounts and other income [1]	**1,250**	**9,140**	7,871
Net revenues before rate stabilization	**15,203**	**70,322**	54,106
Rate stabilization			
Deposits	-	-	-
Withdrawals	-	-	-
Total net revenues	**$ 15,203**	**$ 70,322**	$ 54,106
Bond service			
Power revenue bonds	**$ 1,477**	**$ 11,844**	$ 11,858
Coverage			
Bond service coverage ratio	**10.29**	**5.94**	4.56

	Month of August	August year to date 2025	2024
Fixed obligation charge coverage			
Total net revenues, above	**$ 15,203**	**$ 70,322**	$ 54,106
Fixed obligation charges included in operating expenses [2]	**1,655**	**14,336**	13,284
Adjusted net revenues before fixed obligation charges	**$ 16,858**	**$ 84,658**	$ 67,390
Fixed obligation charges			
Power revenue bonds, above	**$ 1,477**	**$ 11,844**	$ 11,858
Fixed obligation charges [2][3]	**1,677**	**15,018**	13,910
Total fixed obligation charges	**$ 3,154**	**$ 26,862**	$ 25,768
Coverage			
Fixed obligation charge coverage ratio	**5.35**	**3.15**	2.62

[1] Excludes unrealized holding gains and losses on investments.

[2] Fixed obligation charges included in operating expenses are debt-like obligation payments including those for demand or capacity on contracted assets and any debt service associated with off-balance sheet obligations.

[3] This value also includes lease and subscription debt service expenditures which are not included in operating expenses.