

Community Assistance Minimum Backstop Payment Procedures

I. Purpose

These Procedures (the “Procedures”), dated _____, document the procedures agreed upon between Tri-State and the Communities in relation to Sections 5.3.6.3., 5.3.7.1, or 5.3.7.2 of the Settlement Agreement (as defined below) as it relates to agreements reached in advance for such sections of the Settlement Agreement. Tri-State and the Communities are referred to individually as a “Party” and collectively as the “Parties.”

Note: These Procedures are not a replacement for the Settlement Agreement and do not waive any provisions of or amend or supersede the Settlement Agreement, but are intended as a working tool to identify a process to coordinate and document in advance in writing funds that will offset Minimum Backstop Payments identified in Section 5.3.5 of the Settlement Agreement. In cases of differences or conflict between the Settlement Agreement and these Procedures, the Settlement Agreement shall govern. Capitalized terms not defined herein shall have the meaning given to them in the Settlement Agreement.

II. References

The Unopposed Comprehensive Settlement Agreement filed with the Colorado Public Utilities Commission in Proceeding No. 23A-0585E on June 27, 2024 (the “Settlement Agreement”).

III. Definitions and Roles

“Communities” means Moffat County and the City of Craig in the state of Colorado.

“Tri-State” means Tri-State Generation and Transmission Association, Inc.

IV. Procedures Overview

The Settlement Agreement requires agreement in advance for certain revenues to reduce the Minimum Backstop Payments:

5.3.6.3. Tri-State’s proportional share of other new facilities or businesses owned by Tri-State, a Tri-State subsidiary, or in which Tri-State is an investor, located in Moffat County, **if Tri-State and the Communities agree in advance** that such facilities or businesses should be sited in Moffat County¹.

5.3.7.1. Federal or state grant funds for the benefit of the Communities,

¹ Other facilities would include any Tri-State owned facilities that pay property tax such as maintenance facilities or other business facilities.

provided that: Such grant funds will offset the Minimum Backstop Payment for a particular year **only if Tri-State and the Communities agree in advance in writing** that Tri-State or its agents should seek, or assist the Communities in seeking such funds.

5.3.7.2. Any other item on which **Tri-State and the Communities agree in advance in writing**.

[emphasis added]

V. Periodic Meetings for Discussion

On a periodic basis, the Parties will meet (virtually or in person) to discuss and agree upon opportunities or other items to reduce the Minimum Backstop Payments. The Parties may also facilitate discussions of opportunities or other items via e-mail.

Each of the Parties will consider in good faith opportunities and other items brought forth to reduce the Minimum Backstop Payments.

VI. Advance Agreement in Writing

After the Parties have discussed an opportunity or item to reduce the Minimum Backstop Payment, Tri-State shall be responsible for preparing a Minimum Backstop Payment Reduction Agreement Confirmation ("Confirmation") in the form of Appendix A and providing it to the Communities for signature. Acceptable methods of signature of a Confirmation include DocuSign, AdobeSign, ink signatures, or other commercially reasonable methods. Tri-State expects to provide the Confirmation already signed by Tri-State via DocuSign for signature by Moffat County and the City of Craig, but Tri-State may provide the Confirmation to the Communities for signature via other methods that are commercially reasonable such as an attachment to an e-mail.

The Confirmation serves to fulfill the "in advance" and "in advance in writing" requirements of sections 5.3.6.3., 5.3.7.1., or 5.3.7.2 of the Settlement Agreement.

These Procedures and any Confirmations are binding on the Parties when executed even if the signer is no longer an executive or elected official after signing.

There is no limit as to the number of Confirmations the Communities and Tri-State may enter into in the spirit of fulfilling Settlement Agreement sections 5.3.6.3., 5.3.7.1., or 5.3.7.2.

Notwithstanding Subsection V (Periodic Meetings for Discussions) and language in the first part of the first sentence in this Subsection VI (Advance Agreement in Writing), Tri-State may, if timing requires or other reasons, first send the Confirmation to the Communities before discussing such with the Communities.

Nothing in these Procedures shall be construed as requiring a Confirmation for any of the other

reductions to the Minimum Backstop Payment that do not expressly require an in advance agreement, including any other items referenced in Section 5.3.6 of the Settlement Agreement.

VII. Schedule

The chart below summarizes the obligations for timely execution of a Confirmation. The Communities acknowledges that timely action in executing a Confirmation is necessary for enabling Tri-State to support pursuit of opportunities for funding for the Communities. The Communities agree to take action (either execute or decline execution) within the timing requirements set forth below.

Party	Signatory	Timing
Authorized Signatory for Tri-State	Any Tri-State Executive	As needed
City of Craig	Mayor of the City of Craig	Within 15 days following receipt from Tri-State
Moffat County	Any Moffat County Commissioner	Within 15 days following receipt from Tri-State

To extent that execution process does not already provide the Communities the fully executed Confirmation, Tri-State will supply the fully executed copy of the Confirmation to Moffat County and City of Craig Contacts (see below) within 2 business days of execution.

VIII. Reporting

Once per year, during a meeting scheduled pursuant to Section 5 of the Settlement Agreement, Tri-State will identify any Confirmations entered into and total their annual impact to the Minimum Backstop Payments.

IX. Contacts

Contacts of the Communities for facilitating timely execution of Confirmations are as follows:

City of Craig:

[]

Moffat County:



Each of the Communities will promptly notify Tri-State via e-mail at _____@tristategt.org (or such other e-mail address as Tri-State shall notify the Communities from time to time) of any updated contacts of the Community for execution of a Confirmation.

XI. Execution

These Procedures may be executed in counterparts, all of which when taken together shall constitute the entire agreement with respect to the issues addressed by these Procedures. These Procedures may be executed and delivered electronically and the Parties agree that such electronic execution and delivery, whether executed in counterparts or collectively, shall have the same force and effect as delivery of an original document with original signatures.

XII. Signature

These Procedures set forth herein were agreed to by representatives of the Communities and Tri-State.

City of Craig: Signed: /s/_____ Title: _____ Date: _____	Tri-State: Signed: /s/_____ Title: _____ Date: _____
Moffat County: Signed: /s/_____ Title: _____ Date: _____	

APPENDIX A

Minimum Backstop Payment Reduction Agreement Confirmation

This Minimum Backstop Payment Reduction Agreement Confirmation ("Confirmation") is entered into pursuant to Community Assistance Backstop Payment Procedures.

This Confirmation fulfills the "in advance" or "in advance in writing" requirement of Section _____ of the
(5.3.6.3., 5.3.7.1., or 5.3.7.2)
Unopposed Comprehensive Settlement Agreement filed with the Colorado Public Utilities Commission in Proceeding No. 23A-0585E on June 27, 2024 (the "Settlement Agreement").

If Section 5.3.6.3 of Settlement Agreement, the Communities and Tri-State agree that the following facilities or business should be sited in Moffat County and thus the Minimum Backstop Payment for the applicable year(s) shown in Section 5.3.5 of the Settlement Agreement will be reduced by the amount of property tax revenue received by the Communities attributable to the following facilities or business:

(description of facilities or business)

If Section 5.3.7.1 of Settlement Agreement, the Communities agrees that Tri-State should seek, or assist the Communities in seeking funding from _____ under the
(agency name)
_____ funding opportunity.

(program name)

The Communities agree that, if awarded said funding, the funds will reduce the Minimum Backstop Payments on a dollar-for-dollar basis from the amounts shown in Section 5.3.5 of the Settlement Agreement in Tax Year(s) _____.
(year(s))

If Section 5.3.7.2 of Settlement Agreement, the Communities and Tri-State agree that the following item will reduce the Minimum Backstop Payments from the amounts shown in Section 5.3.5 of the Settlement Agreement in the following Tax Year(s):

Description of Item: _____

Tax Year(s): _____

City of Craig: Signed: /s/_____ Title: _____ Date: _____	Tri-State: Signed: /s/_____ Title: _____ Date: _____
Moffat County: Signed: /s/_____ Title: _____ Date: _____	