Call to Order
Invocation
Pledge of Allegiance
Roll Call
Safety Minute

1. Service Awards ............................................... PRESIDENT DAVID ROUSSEAU

A. Randy Miller – 5 Years
B. Robert Arnett – 15 Years
C. Paul Rovey – 25 Years
D. Leslie C. Williams – 25 Years
E. Mario Herrera – 30 Years

2. CONSENT AGENDA: The following agenda item(s) will be considered as a group by the Board of Directors and will be enacted with one motion. There will be no separate discussion of these item(s) unless a Board Member requests, in which event the agenda item(s) will be removed from the Consent Agenda and considered as a separate item ....................... PRESIDENT DAVID ROUSSEAU

A. Request for approval of the minutes for the meetings of January 31, February 6, and February 16, 2023.
B. Request for approval of the Annual Cash Statement for Period Ending December 2022 (recommended by the Finance and Budget Committee on February 23, 2023).
C. Request for approval of the Monthly Cash Statement for January 2023 (recommended by the Finance and Budget Committee on February 23, 2023).
D. Request for approval to contribute $30,000 to the Arizona Science Center to support the exhibition sponsorship and the Girls in STEM program (recommended by the Community Relations Committee on February 23, 2023).
E. Request for approval to contribute $50,000 to Mesa United Way to support the Foster 360 program and 2023 Campaign Celebration (recommended by the Community Relations Committee on February 23, 2023).
F. Request for approval to contribute $52,520 to the Maricopa Community Colleges Foundation to support outreach to students in the K-12 system (recommended by the Community Relations Committee on February 23, 2023).
G. Request for approval to contribute $71,039 to the Arizona WET Project to support the SRP 5-day Water Academy for teachers and additional programming (recommended by the Community Relations Committee on February 23, 2023).

H. Request for approval to contribute $235,000 to the Valley of the Sun United Way to support the annual campaign fund and sponsorship of the 2023 “We Are United” Luncheon (recommended by the Community Relations Committee on February 23, 2023).

I. Request for approval for the use of eminent domain to acquire necessary land rights for a new 69kV transmission line that will connect the existing Henshaw Substation to the existing Ferris Substation. This connection will serve new electric growth and mitigate rising industrial overloads in the Price Road Corridor area (recommended by the Facilities and Support Services Committee on February 23, 2023). (See proposed resolution)

J. Request for approval for the use of eminent domain to acquire the necessary land rights for a High-Tech Interconnect Project. This includes a new 230kV transmission line connecting the existing Henshaw Substation to the Parlett Substation on Intel’s Chandler campus, continuing on to the existing Schrader Substation (recommended by the Facilities and Support Services Committee on February 23, 2023). (See proposed resolution)

3. Executive Session, Pursuant to A.R.S. §38-431.03(A)(1), for Korn Ferry to Provide the Results of its Interviews and Assessments of the SRP General Manager and Chief Executive Officer (GM/CEO) Internal Candidates with Regard to their Potential Promotion and Consideration as the Next SRP GM/CEO

.................................................................RICHARD PRENG and ERIK NEUMANN, KORN FERRY

4. Executive Session, Pursuant to A.R.S. §38-431.03(A)(1), for Discussions with the GM/CEO Concerning the SRP Senior Directors and Directors Regarding their Potential for Appointment or Promotion, as Part of the Continuing Discussions on Succession Planning

..............................................................GERI MINGURA and MIKE HUMMEL

5. GM/CEO Interview Process .........................................................GERI MINGURA

Request for approval of the process that the SRP Board will follow regarding the interviews of the final SRP GM/CEO candidates.

6. Report of the Strategic Planning Committee Meeting of February 9, 2023

.................................................................DIRECTOR ANDA McAFEE

Request for re-approval of the 2035 Corporate Goals without changes, which are reviewed on an annual basis to ensure SRP’s strategy remains relevant and appropriate amid changes within SRP’s operating environment.
7. **Report of the Power Committee Meeting of February 23, 2023**

............................................................................. DIRECTOR MARIO HERRERA

A. Request for approval to amend SRP’s Rules and Regulations to delete provisions related to the now repealed Electric Competition Act as well as additional revisions to the Rules and Regulations, and amend the Rate Book to incorporate certain definitions previously included in the Rules and Regulations and make additional revisions to the Rate Book.

B. Request for approval to transition from participation in the Southwest Reserve Sharing Group (SRSG) to participation in the Western Power Pool (WPP) Reserve Sharing Group, including the revision of the SRP Open Access Transmission Tariff to reflect this change.

C. Closed Session, pursuant to A.R.S. §30-805(B), to consider matters relating to competitive activity, including trade secrets or privileged or confidential commercial or financial information with respect to a request for approval of the sale to Arizona Public Service (APS) of power to serve the area referred to as the “Eastern Mining Area.”

8. **Report of the Finance and Budget Committee Meeting of February 23, 2023**

.................................................................................. DIRECTOR KEITH WOODS

Request for approval of final candidates for the Board to interview regarding the request for proposals for the SRP Board Buy-Through Consultant.

9. **Economic Outlook**................................. ALAN MAGUIRE and PAUL BACHMAN

Informational presentation regarding the national and local economic outlook by external speaker and economist, Alan Maguire, followed by a brief overview of the economic implications of relevance for SRP.

10. **Report on Current Events by the General Manager and Chief Executive Officer and Designees** ................................................................. MIKE HUMMEL

A. Power System................................................................. JOHN COGGINS
B. Finance and Information Services................................. AIDAN McSHEFFREY
C. Water Resources ............................................................. LESLIE MEYERS


12. **Council Chairman's Report** ......................... COUNCIL CHAIRMAN TYLER FRANCIS

13. **President’s Report / Future Agenda Topics** ...... PRESIDENT DAVID ROUSSEAU
The Board may vote during the meeting to go into Executive Session, pursuant to A.R.S. §38-431.03 (A)(3), for the purpose of discussion or consultation for legal advice with legal counsel to the Board on any of the matters listed on the agenda.

The Board may go into Closed Session, pursuant to A.R.S. §30-805(B), for discussion of records and proceedings relating to competitive activity, including trade secrets or privileged or confidential commercial or financial information.

Visitors: The public has the option to attend in-person or observe via Zoom and may receive teleconference information by contacting the Corporate Secretary’s Office at (602) 236-4398. If attending in-person, all property in your possession, including purses, briefcases, packages, or containers, will be subject to inspection.
SAFETY MINUTE: CARBON MONOXIDE
SRP BOARD

SARA MCCOY
DIRECTOR, RISK MANAGEMENT
MARCH 6, 2023
SAFETY MINUTE: CARBON MONOXIDE

Install carbon monoxide alarms inside your home, garage, and RV.

- Never burn charcoal indoors
- Never heat your house with your oven
- Never use a generator inside your house
- Never leave your car running in a garage

On average, 430 Americans die from unintentional carbon monoxide poisoning each year (per CDC).

<table>
<thead>
<tr>
<th>Experiencing symptoms?</th>
<th>Leave the area - call 911.</th>
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<tr>
<td>Weakness</td>
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<td>Dizziness</td>
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<td>Nausea or vomiting</td>
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<td>Shortness of breath</td>
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<td>Loss of consciousness</td>
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In accordance with a written order and call signed by the President of the Salt River Project Agricultural Improvement and Power District (the District) and filed with Corporate Secretary J.M. Felty, a joint meeting of the Board of Directors and Council of the District convened at 9:30 a.m. on Tuesday, January 31, 2023, at the PERA Sandhill East and West Rooms, 1 East Continental Drive, Tempe, Arizona. This meeting was conducted in-person and via teleconference in compliance with open meeting law guidelines. The District and Salt River Valley Water Users’ Association (the Association) are collectively known as SRP.

District Vice President C.J. Dobson called the meeting to order, and Corporate Secretary J.M. Felty entered into the minutes the order for the meeting, as follows:

Tempe, Arizona
January 24, 2023

NOTICE OF MEETING

I, David Rousseau, the duly elected and qualified President of the Salt River Project Agricultural Improvement and Power District (the District), do hereby order a joint meeting of the Board of Directors and Council to be held at 9:30 a.m. on Tuesday, January 31, 2023, from the Sandhill East and West Rooms, at the PERA, 1 East Continental Drive, Tempe, Arizona. The purpose of the joint meeting is to discuss, consider, or make decisions on the matters listed on the agenda.

WITNESS my hand this 24th day of January 2023.

/s/ David Rousseau
President


Also present were Governor L.D. Rovey of the Association; Council Member M.A. Freeman of the Association; Mmes. K.J. Barr, M.J. Burger, A.P. Chabrier, S.M. Glover, L.F. Hobaica, V.P. Kisicki, S.C. McCoy, G.A. Mingura, K.S. Ramaley, and C.M. Sifuentes; Messrs. E.A. Call, C.W. Campbell, J.D. Coggins, J.M. Felty, R.T. Judd, K.J. Lee, M.J. O’Connor, J.M. Pratt, G. Saint Paul, and W.N. Wisdom; and Mark Morris, a member of the public.

In compliance with A.R.S. §38-431.02, Andrew Davis of the Corporate Secretary's Office had posted a notice and agenda of the meeting of the Board of Directors and Council at the SRP Administration Building, 1500 N. Mill Avenue, Tempe, Arizona, at 9:00 a.m. on Friday, January 27, 2023.

Opening Statement

District Vice President C.J. Dobson extended a welcome to the Board and Council Members in attendance.

Safety Minute

Using a PowerPoint presentation, Sara C. McCoy, SRP Director of Risk Management, presented a safety minute regarding unexpected discoveries: stop, evaluate, and adjust.

Overview of the Electric Distribution System and How it Reliability Supports SRP Customers

Using a PowerPoint presentation, John D. Coggins, SRP Associate General Manager and Chief Power System Executive, stated that the purpose of the presentation was to provide an overview of the electric distribution system and how it reliably supports SRP customers. He reviewed the primary and key contributing roles, along with an agenda of today’s presentation. Mr. J.D. Coggins introduced Chris W. Campbell, SRP Senior Director of Distribution and Technology Operations.

Distribution System Overview

Continuing, Mr. C.W. Campbell provided a map of SRP’s electric service territory and said that SRP provides electricity to over 1.1 million customer meters in a 2,900 square-mile area in parts of Maricopa, Gila, and Pinal counties, along with 15 municipalities. He explained how electricity is transmitted from generating stations and distributed to customers.
Mr. C.W. Campbell compared substations and 69 kilovolt (kV) lines to 12kV distribution circuits and provided a diagram of how the transmission lines and distribution stations provide power to residential and industrial/commercial customers. He provided photos of older and newer substations, along with an aerial of a distribution substation and explained its layout and components. Mr. C.W. Campbell described the anatomy of electric primary and secondary distribution circuits and provided photos of overhead and underground distribution lines. He provided photos of pad-mounted and overhead transformers; pad-mounted and overhead switches; and pad-mounted and overhead capacitors and discussed automation of electric distribution with respect to wide-area network, field-area network, and meter network.

Mr. C.W. Campbell reviewed SRP distribution historical highlights from 1922 through 2014. He said that SRP utilizes metrics to measure its reliability and that the two most prominent metrics used are the System Average Interruption Duration Index (SAIDI) and System Average Interruption Frequency Index (SAIFI). Mr. C.W. Campbell stated that SRP is an industry leading in reliability and customer service ranked number one with J.D. Power. He said that contributing factors to SRP’s reliability are as follows: underground versus overhead lines; system design and equipment standards, proactive planning, operations, and maintenance programs.

Mr. C.W. Campbell compared a typical distribution system design to SRP’s looped system design and explained that a typical system results in fixed energy flow, higher losses, and more voltage challenges; wherein SRP’s looped system has flexible energy flow, lower losses, fewer voltage challenges, and higher hosting potential in complexity. He stated that SRP’s Distribution Operations Center is responsible for managing the grid connectivity, service capacity and quality, safety operation, and unplanned outages.

Mr. C.W. Campbell reviewed distribution system outage activity since Fiscal Year 2020 (FY20) through FY23. He concluded with a discussion with respect to today’s grid and the grid of the future, introduced Wayne N. Wisdom, SRP Senior Director of Distribution Grid Services.

**Distribution System Plan – Asset Management**

Continuing, Mr. W.N. Wisdom described the activities involved in constructing and maintaining distribution lines. He discussed underground cable installation and provided photos of direct bury encompassing the 1960s to 1993 and all rigid conduit systems after 1993. Mr. W.N. Wisdom reviewed a 30 plus years of faulty history since FY85 through FY22. He said that in 25 years SRP has replaced over 27 million feet of direct buried cable which is longer than the Amazon River and provided an annual summary of cable replacement.

In conclusion, Mr. W.N. Wisdom provided a summary and photos relating to the distribution wood pole program, the wood pole inspection process, and wood pole replacements. He introduced Vanessa P. Kisicki, SRP Director of Distribution Strategy.
Distribution System Plan – System Expansion

Continuing, Ms. V.P. Kisicki explained how planning for distribution 12 kV distribution requires careful planning of 69 kV sub-transmissions circuits in supplying power to our residential and industrial/commercial customers, together with the inputs and outputs of the planning process. She said that today’s planning takes into consideration the growth of Electric Vehicles (EVs) in SRP service territory and Distributed Energy Programs (DER) growth.

In conclusion, Ms. V.P. Kisicki reviewed the future of distribution planning which included a summary of today versus tomorrow. She re-introduced Mr. C.W. Campbell.

Distribution System Plan – Distribution Enablement

Continuing, Mr. C.W. Campbell stated that the grid transformation drivers are as follows: grid integrity, DER/EV management, and customer enablement. He said that one of SRP’s 2035 corporate goals is enabling the customer the interconnection of all customer-sided resources, without technical constraint, while ensuring current levels of grid integrity and customer satisfaction.

Mr. C.W. Campbell said that the distribution enablement vision includes anticipating customer’s demand and plan for the dynamic nature of DERs; operating a dynamic grid with increased situational awareness and control; enabling new products and customer offerings as technology continues to evolve; and empowering future-focused workforce prepared for grid transformation. He presented a roadmap of the distribution enablement strategy which is a portfolio of projects organized into six initiatives and mapped over a ten-year period, and includes the following initiatives: advanced planning, advanced operations, sensing and control, interconnection improvements, research and development; and workforce. Mr. C.W. Campbell said that there are currently 50 projects in the enablement plan portfolio with a budget of $46.7 million and a total of 293,200 resource hours.

Next, Mr. C.W. Campbell focused on the Advanced Distribution Management System (ADMS) which is a software platform that comprises a suite of applications used for real-time management of an electric distribution grid. He said that ADMS will replace the existing Outage Management System (OMS) that has been in place since 2004, and will consists of an advanced phase releasing annual cycles with parallel workstreams to keep up with the needs of the grid. Mr. C.W. Campbell presented a diagram of how ADMS works in integrating enterprise applications and field devices. He said that ADMS will manage outages, distribution, and distribution of energy resources, and provided an ADMS schedule summary from FY23 to FY28.

Mr. C.W. Campbell stated that SRP’s approach in adopting the technology discussed was to establish a solid foundation and adjust implementation of advanced applications based on grid reliability, customer rate of adoption, technical maturity, resource availability and value. He concluded with an overview of enhancements being made to
the Technology Innovation Lab – Distribution Enablement at SRP’s Power Operations Building to further facilitate research and development activities and provided a list of advanced applications that SRP is enabling.

Ms. V.P. Kisicki; and Messrs. C.W. Campbell and W.N. Wisdom responded to questions from the Board and Council.

Copies of the handouts distributed and PowerPoint slides used in this presentation are on file in the Corporate Secretary’s Office and, for reference, have been made a part of these minutes.

Conclusion

Mr. J.D. Coggins summarized key takeaways and thanked Ms. V.P. Kisicki; and Messrs. C.W. Campbell and W.N. Wisdom for their presentations.

There being no further business, the meeting adjourned at 11:55 a.m.

John M. Felty
Corporate Secretary
In accordance with a written order and call signed by the President of the Salt River Project Agricultural Improvement and Power District (the District) and filed with Corporate Secretary J.M. Felty, a meeting of the Board of Directors of SRP convened at 9:30 a.m. on Monday, February 6, 2023, from the Board Room at the SRP Administration Building, 1500 North Mill Avenue, Tempe, Arizona. This meeting was conducted in-person and via teleconference in compliance with open meeting law guidelines. The District and Salt River Valley Water Users’ Association (the Association) are collectively known as SRP.

President D. Rousseau called the meeting to order, and Corporate Secretary J.M. Felty entered into the minutes the order for the meeting, as follows:

Tempe, Arizona  
January 30, 2023  

NOTICE OF MEETING

I, David Rousseau, the duly elected and qualified President of the Salt River Project Agricultural Improvement and Power District (the District), do hereby order a meeting of the Board of Directors to be held at 9:30 a.m. on Monday, February 6, 2023, from the Board Room at the SRP Administration Building, 1500 North Mill Avenue, Tempe, Arizona. The purpose of the meeting is to discuss, consider, or make decisions on the matters listed on the agenda.

WITNESS my hand this 30th day of January 2023.

/s/ David Rousseau  
President

Director R.C. Arnett offered the invocation. Corporate Secretary J.M. Felty led the Pledge of Allegiance.

Board Members present at roll call were President D. Rousseau; and Directors R.C. Arnett, N.R. Brown, M.J. Herrera, K.J. Johnson, A.G. McAfee, R.J. Miller, K.L. Mohr-Almeida, K.H. O’Brien, M.V. Pace, P.E. Rovey, J.M. White Jr., L.C. Williams, S.H. Williams, and K.B. Woods.

Also present were District Vice President C.J. Dobson; Governor L.D. Rovey of the Association; Council Chairman T.M. Francis; Council Vice Chairman J.R. Shelton; Customer Utility Panel (CUP) Chair M.T. Hutchinson; Mmes. K.J. Barr, M.J. Burger,

In compliance with A.R.S. §38-431.02, Andrew Davis of the Corporate Secretary’s Office had posted a notice and agenda of the meeting of the Board of Directors at the SRP Administration Building, 1500 North Mill Avenue, Tempe, Arizona, at 9:00 a.m. on Friday, February 3, 2023.

Safety Minute

Using a PowerPoint presentation, Sara C. McCoy, SRP Director of Risk Management, provided a safety minute regarding roundabout driving safety.

Copies of the handout provided and PowerPoint slides used in this presentation are on file in the Corporate Secretary’s Office and, by reference, made a part of these minutes.

Ms. S.C. McCoy left the meeting.

Customer Utility Panel Chair’s Report

CUP Chair M.T. Hutchinson reported on discussions held at the January 26, 2023 CUP meeting.

CUP Chair M.T. Hutchinson left the meeting.

Consent Agenda

President D. Rousseau requested a motion for Board approval of the Consent Agenda, in its entirety, as presented.

On a motion duly made by Director J.M. White Jr. and seconded by Director R.C. Arnett, the Board unanimously approved and adopted the following items on the Consent Agenda:

A. Approval of the minutes for the meeting of January 9, 2023

B. Approval of the Monthly Cash Statements for November and December 2022 (recommended by the Finance and Budget Committee on January 24, 2023)

C. Approval to dedicate a 65-foot strip of land, approximately 3.7 acres located at Elliot Road west of 383rd Avenue, in an unincorporated area of Maricopa County
(recommended by the Facilities and Support Services Committee on January 24, 2023). The resolution reads as follows:

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AUTHORIZING THE DEDICATION OF APPROXIMATELY 3.7 ACRES OF DISTRICT OWNED LAND, LOCATED IN MARICOPA COUNTY

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AS FOLLOWS:

The dedication of land described in “Exhibit A” attached hereto (“Property”) by the Salt River Project Agricultural Improvement and Power District (the “District”) to Maricopa County, (“County”), is hereby approved; and

The President, David Rousseau, and Vice President, Christopher J. Dobson, of the District be, and each is hereby authorized and directed, in the name and on behalf of the District, to execute and deliver a Deed for the Property; and

The Senior Director, Managers and Staff of the Land Department are hereby authorized and directed, in the name and on behalf of the District, to execute and deliver any and all documents, except the Deed, which are necessary or advisable to fulfill the terms, purposes, and intent of the Agreement, and to carry into effect the intent of this Resolution.
LEGAL DESCRIPTION

THE SOUTH 65.00 FEET OF LOT 4 AND THE SOUTH 65.00 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 6 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

RIGHT OF WAY DEDICATION CONTAINS 3.70 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

BEARING, DISTANCES AND AREA ARE BASED ON ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), INTERNATIONAL FEET

WEST QUARTER CORNER OF SECTION 07, TOWNSHIP 1 SOUTH, RANGE 6 WEST (FOUND 2.5 INCH BRASS CAP)

SOUTHWEST CORNER OF LOT 4, SECTION 07, TOWNSHIP 1 SOUTH, RANGE 6 WEST (FOUND 3 INCH BRASS CAP)

NORTH QUARTER CORNER OF SECTION 07, TOWNSHIP 1 SOUTH, RANGE 6 WEST (FOUND 2.5 INCH BRASS CAP)

SOUTH QUARTER CORNER OF SECTION 07, TOWNSHIP 1 SOUTH, RANGE 6 WEST (FOUND 1/2 INCH IRON ROD)

Westwood

Mesquite Solar 4 Project
Maricopa County, Arizona

Exhibit "A"
Right of Way Dedication
DATE: 07/27/2022

Sheet: 1 of 1
D. Approval to convey fee interest to Electrical District No. 2 (ED2) for the portion of Pinal Central Receiving Station, known as the ED2 69 Kilovolt (kV) Switchyard, in accordance with the Participation Agreement (recommended by the Facilities and Support Services Committee on January 24, 2023). The resolution reads as follows:

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AUTHORIZING THE CONVEYANCE OF FEE INTEREST IN PINAL CENTRAL RECEIVING STATION IN COOLIDGE, ARIZONA

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AS FOLLOWS:

The conveyance of a portion of fee interest in Pinal Central Receiving Station as shown in “Exhibit A” (“Subject Property”) attached hereto by the Salt River Project Agricultural Improvement and Power District (the “District”) to Electrical District No. 2 (“ED2”) as outlined in in the Palo Verde – Pinal Central 500kV Transmission Project Participation Agreement, is hereby approved; and

The President, David Rousseau, and Vice President, Christopher J. Dobson, of the District be, and each is hereby authorized and directed, in the name and on behalf of the District, to execute and deliver the Deed (“Deed”); and

The Senior Director, Managers and Staff of the Land Department are hereby authorized and directed, in the name and on behalf of the District, to execute and deliver any and all documents, except the Deed, which are necessary or advisable to fulfill the terms, purposes, and intent of the Agreement, and to carry into effect the intent of this Resolution.
EXHIBIT A

SUBJECT PROPERTY

Green Outlined Area = ED2 69 kV Switchyard Area
Corporate Secretary J.M. Felty polled the Directors on Director J.M. White Jr.’s motion to approve the Consent Agenda, in its entirety. The vote was recorded as follows:

**YES:** President D. Rousseau; and Directors R.C. Arnett, N.R. Brown, (15) M.J. Herrera, K.J. Johnson, A.G. McAfee, R.J. Miller, K.L. Mohr-Almeida, K.H. O’Brien, M.V. Pace, P.E. Rovey, J.M. White Jr., L.C. Williams, S.H. Williams, and K.B. Woods

**NO:** None (0)

**ABSTAINED:** None (0)

**ABSENT:** None (0)

Copies of the handouts distributed are on file in the Corporate Secretary’s Office and, by reference, made a part of these minutes.

**Report of the Compensation Committee Meeting of January 17, 2023**

Director R.J. Miller reported that Management, at the Compensation Committee meeting of January 17, 2023, requested approval to implement a Cost of Living Adjustment in the SRP Employees’ Retirement Plan for certain retirees, effective May 1, 2023. He said that the Plan does not have an automatic Cost of Living Adjustment feature, however Management periodically reviews cumulative inflation and other considerations to determine if a Cost of Living Adjustment is appropriate. Director R.J. Miller explained that the last Cost of Living Adjustment occurred in 2017, and since then, retirees have experienced increased copays and deductibles on medical.

Director R.J. Miller said that the proposed Cost of Living Adjustment will remain similar to the 2017 approach and will be provided to only those retired for more than ten years. He noted that the proposed Cost of Living Adjustment would increase the April 2023 liability by approximately $34.5 million, the Fiscal Year 2024 pension expense by approximately $4.5 million, and the 2023 annual retiree payments by approximately $4.9 million.

On a motion duly made by Director R.J. Miller, seconded by Director M.V. Pace and carried, the Board granted approval, as recommended by the Compensation Committee.

Corporate Secretary J.M. Felty polled the Directors on Director R.J. Miller’s motion for approval. The vote was recorded as follows:

**YES:** President D. Rousseau; and Directors R.C. Arnett, N.R. Brown, (14) M.J. Herrera, K.J. Johnson, A.G. McAfee, R.J. Miller, K.L. Mohr-Almeida, K.H. O’Brien, M.V. Pace, P.E. Rovey, L.C. Williams, S.H. Williams, and K.B. Woods

**NO:** None (0)

**ABSTAINED:** Director J.M. White Jr. (1)

**ABSENT:** None (0)
Continuing, Director R.J. Miller reminded the Board that in 2012, the Board had amended the SRP Employees' Retirement Plan (the Plan) and the SRP Employees' 401(k) Plan (401(k) Plan) documents to name the Compensation Committee as fiduciary of the Plan and 401(k) Plan and to authorize the Committee to make all necessary investment decisions for the Plan and 401(k) Plan. He reported that Management, at the Compensation Committee meeting of January 17, 2023, received authorization 1) to remove Miura Global Management, LLC in the Plan; 2) to reallocate assets to existing open opportunistic equity managers in the platform, equalizing allocations between Wellington Archipelago, Select Equity Group, and Southpoint; and 3) for the Treasurer or a designee to amend any investment management agreements and other necessary documents related to the transaction. Director R.J. Miller said that the drivers for recommendation include the following: a recent turnover amongst key employees; SRP’s sizeable portion of assets under Miura Global Management; outsourced trading; the relocation of offices; and mixed performance.

Copies of the handouts distributed are on file in the Corporate Secretary’s Office and, by reference, made a part of these minutes.

Report of the Power Committee Meeting of January 24, 2023

Director M.J. Herrera reported that Management, at the Power Committee meeting of January 24, 2023, requested approval of SRP’s participation in Phase One of Southwest Power Pool’s Markets Plus development and approval authorizing the President, Vice President, General Manager and Chief Executive Officer, or Associate General Manager and Chief Power System Executive to execute (1) the Southwest Power Pool Phase One Funding Agreement between Southwest Power Pool and SRP; and (2) any subsequent amendments to such agreements and work order that do not materially modify the terms of the agreements.

The projected costs for all participants is $9.7 million with an implementation timeline of 21 months. Afterwards, a monthly fee of $500,000 per month will be required. Funding obligation shares are calculated based on each participant’s Net Energy for Load in 2021, putting SRP’s initial cost at approximately $1.2 million and a monthly cost of $61,000 thereafter. The funding agreement is under development and SRP’s participation is subject to the final agreement terms.

On a motion duly made by Director M.J. Herrera, seconded by Director S.H. Williams and carried, the Board granted approval, as recommended by the Power Committee.

Corporate Secretary J.M. Felty polled the Directors on Director M.J. Herrera’s motion for approval. The vote was recorded as follows:

NO: None (0)

ABSTAINED: None (0)

ABSENT: None (0)

Mr. J.C. Robertson; Tammi Watson of CAP; Autumn Johnson of Tierra Strategy; and Erica Van Parys, a member of the public, left the meeting.

Closed Session

At 9:45 a.m., President D. Rousseau called for a closed session of the Board of Directors, pursuant to A.R.S. §30-805(B), to consider matters relating to competitive activity, including trade secrets or privileged or confidential commercial or financial information with respect to a request for approval to 1) amend an existing 400 megawatt (MW) solar power purchase agreement and 2) enter into a new power purchase agreement for 394 MW of solar energy.


Messrs. B.A. Olsen and G.M. Smedley left the meeting. Tammi Watson of CAP; Autumn Johnson of Tierra Strategy; and Erica Van Parys, a member of the public, entered the meeting.

Report of the Finance and Budget Committee Meeting of January 24, 2023

Director K.B. Woods reported that Management, at the Finance and Budget Committee meeting of January 24, 2023, requested approval authorizing the President, Vice President, General Manager, and Chief Executive Officer or Associate General Manager and Chief Customer Executive, or a designee to execute (1) multi-year agreements for software license, maintenance and support, and implementation services for a new Meter Data Management System (MDMS) and (2) any subsequent amendments to such agreements that do not materially modify the terms of such agreements. He said that the Meter Data Management System is a highly critical business system that captures, processes, and stores meter read and event data from
various metering systems. Director K.B. Woods noted that the current MDMS system is no longer supported by its supplier, requiring immediate replacement; and the replacement project has been factored into the Financial Plan for 2024, but to ensure timely completion, initiation during the current fiscal year 2023 is crucial.

On a motion duly made by Director K.B. Woods, seconded by Director S.H. Williams and carried, the Board granted approval, as recommended by the Finance and Budget Committee.

Corporate Secretary J.M. Felty polled the Directors on Director K.B. Woods’ motion for approval. The vote was recorded as follows:

<table>
<thead>
<tr>
<th>YES:</th>
<th>(15)</th>
</tr>
</thead>
<tbody>
<tr>
<td>President D. Rousseau;</td>
<td></td>
</tr>
<tr>
<td>and Directors R.C. Arnett, N.R. Brown,</td>
<td></td>
</tr>
<tr>
<td>M.J. Herrera, K.J. Johnson, A.G. McAfee, R.J. Miller,</td>
<td></td>
</tr>
<tr>
<td>K.L. Mohr-Almeida, K.H. O’Brien, M.V. Pace, P.E. Rovey,</td>
<td></td>
</tr>
<tr>
<td>J.M. White Jr., L.C. Williams, S.H. Williams, and K.B. Woods</td>
<td></td>
</tr>
<tr>
<td>NO:</td>
<td>(0)</td>
</tr>
<tr>
<td>ABSTAINED:</td>
<td>(0)</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>(0)</td>
</tr>
</tbody>
</table>

General Manager and Chief Executive Officer Interview Process

Using a PowerPoint presentation, Geri A. Mingura, SRP Associate General Manager and Chief Human Resources Executive, stated that the purpose of the presentation was to provide information regarding the potential processes that the SRP Board could consider regarding its interviews of the candidates for the SRP General Manager and Chief Executive Officer (GM/CEO). She provided the following two proposals:

Proposal 1: all Board Members would engage in the interviews with each candidate. The Board would convene and be provided a comprehensive overview of the candidates. Thereafter, Board Members would be segmented into 3 groups each comprised of 6 members. Each group would be tasked with conducting separate interviews of the candidates, each lasting approximately 1 to 1.5 hours. After each interview, groups would convene for a debriefing session. Upon conclusion of all interviews, the Board would assemble to deliberate and discuss the input provided by each member with regards to the candidates.

Proposal 2: the entire Board would convene to receive a comprehensive overview of the candidates. Thereafter, each candidate would be interviewed separately by the Board Members, as a collective entity. Each interview would be conducted for a duration of approximately 1 to 1.5 hours. Following the conclusion of each interview, the Board would hold a debriefing session. Upon completion of all interviews, the Board would assemble to deliberate and provide their input and engage in a discussion regarding each candidate.

Discussion was held regarding the two proposals.
Ms. G.A. Mingura responded to questions from the Board.

Copies of the PowerPoint slides used in this presentation are on file in the Corporate Secretary’s Office and, by reference, made a part of these minutes.

Ms. S.A. Perkinson; and Messrs. M.K. Ernesto-Mulato and J. Fry entered the meeting.

Voluntary Contributions for Tax Year 2022

Using a PowerPoint presentation, Jeremy Fry, SRP Director and Assistant Controller of Corporate Taxes, reported that, in accordance with the provisions of A.R.S. §48-241 et. seq., enacted in 1963, the Board must determine each year whether to make a voluntary contribution in lieu of ad valorem taxes. He reviewed SRP’s voluntary contributions since 1964.

Mr. J. Fry said that the 2022 contribution was $113,715,064 and that the 2023 contribution is estimated to be approximately $119,800,000. He concluded by recommending approval to communicate to counties that SRP is electing to pay Voluntary Contributions approximating $120,000,000 for tax year 2023.

Mr. J. Fry responded to questions from the Board.

On a motion duly made by Director K.B. Woods, seconded by Director R.C. Arnett and carried, the Board granted approval, as presented.

Corporate Secretary J.M. Felty polled the Directors on Director K.B. Woods’ motion for approval. The vote was recorded as follows:


NO: None (0)

ABSTAINED: None (0)

ABSENT: None (0)

Copies of the PowerPoint slides used in this presentation are on file in the Corporate Secretary’s Office and, by reference, made a part of these minutes.

Ms. S.A. Perkinson; and Messrs. M.K. Ernesto-Mulato and J. Fry left the meeting.
Report on Current Events by the General Manager and Chief Executive Officer and Designees

Using a PowerPoint presentation, Kelly J. Barr, SRP Associate General Manager and Chief Strategy, Corporate Services, and Sustainability Executive, reported on a variety of federal, state, and local topics of interest to the District.

Copies of the PowerPoint slides used in this presentation are on file in the Corporate Secretary's Office and, by reference, made a part of these minutes.

Erica Van Parys, a member of the public, left the meeting during the report.

Status of Power System

Using a PowerPoint presentation, John D. Coggins, SRP Associate General Manager and Chief Power System Executive, provided an update on the SRP’s power system. He provided a summary of January operations and stated that there was a peak demand of 4,573 MW on January 24, 2023. Mr. J.D. Coggins provided an update on the Pattern Energy SunZia Project, including the interconnection project at Pinal Central Substation.

Copies of the handouts and PowerPoint slides used in this presentation are on file in the Corporate Secretary's Office and, by reference, made a part of these minutes.

Status of Financial and Information Services

Using a PowerPoint presentation, Aidan J. McSheffrey, SRP Associate General Manager and Chief Financial Executive, reviewed the combined net revenue (CNR) for the fiscal year-to-date; the financial highlights for the month of December, and the status of collections through December 2022 within the Fuel and Purchased Power Adjustment Mechanism. He reviewed the preliminary retail energy sales for Fiscal Year 2023 (FY23) and provided a summary of wholesale net revenue for January.

Copies of the handout distributed and PowerPoint slides used in this presentation are on file in the Corporate Secretary's Office and, by reference, made a part of these minutes.

Status of Water Resources

Using a PowerPoint presentation, Leslie A. Meyers, SRP Associate General Manager and Chief Water Resources Executive, provided an update on water resources. She provided an overview of the Santa Rosa Canal and the settlement agreement terms for the funding for decoupling wells and the staged decoupling of the District’s wells from the Santa Rosa Canal.

Copies of PowerPoint slides used in this presentation are on file in the Corporate Secretary's Office and, by reference, made a part of these minutes.
Reservoir and Weather Report

Using a PowerPoint presentation, Stephen P. Flora, SRP Senior Hydrologist, reviewed the total January storm precipitation from January 1, 2023 to January 25, 2023 and discussed the cumulative watershed precipitation outlook from October 2022 to June 2023. He discussed the reservoir inflows and January runoff response and provided images of the Tonto Creek streamflow on January 17, 2023 and of the Verde watershed snowpack on January 27, 2023.

Continuing, Mr. S.P. Flora detailed the Verde and Salt watershed snowpack as of February 1, 2023 and provided a streamflow forecast for Water Year 2023 for January 1, 2023 through May 31, 2023. He reviewed the reservoir storage data for the Salt River, Verde River, C.C. Cragin Reservoir, Lake Pleasant, San Carlos Reservoir, and Upper and Lower Colorado River Basin systems as of February 1, 2023. Mr. S.P. Flora reviewed the surface runoff and pumping data for January 2023 and provided a groundwater pumping summary for 2023.

Mr. S.P. Flora provided an overview of the Colorado River Basin snowpack as of February 1, 2023. He provided a seven-day precipitation forecast and concluded with a review of the eight to fourteen-day percent of normal precipitation from February 10, 2023 through February 16, 2023 and seasonal percent of normal precipitation from February 2023 through April 2023.

Copies of PowerPoint slides used in this presentation are on file in the Corporate Secretary’s Office and, by reference, made a part of these minutes.

Council Chairman’s Report

Council Chairman T.M. Francis thanked the Board for their service to SRP.

President’s Report/Future Agenda Topics

President D. Rousseau asked the Board if there were any future agenda topics. Director R.J. Miller requested a presentation at a future Water Committee meeting regarding Sustainable Water ActioN (SWAN) modeling and requested updates on the International Brotherhood of Electrical Workers (IBEW) negotiations and any actions of the Arizona Corporation Commission related to the Coolidge Expansion Project.
There being no further business to come before the Board, the meeting was adjourned at 11:37 a.m.

John M. Felty
Corporate Secretary
In accordance with a written order and call signed by the President of the Salt River Project Agricultural Improvement and Power District (the District) and filed with Corporate Secretary J.M. Felty, a meeting of the Board of Directors of SRP convened at 9:30 a.m. on Thursday, February 16, 2023, from the Board Room at the SRP Administration Building, 1500 North Mill Avenue, Tempe, Arizona. This meeting was conducted in-person and via teleconference in compliance with open meeting law guidelines. The District and Salt River Valley Water Users’ Association (the Association) are collectively known as SRP.

President D. Rousseau called the meeting to order, and Corporate Secretary J.M. Felty entered into the minutes the order for the meeting, as follows:

Tempe, Arizona
February 9, 2023

NOTICE OF MEETING

I, David Rousseau, the duly elected and qualified President of the Salt River Project Agricultural Improvement and Power District (the District), do hereby order a meeting of the Board of Directors to be held at 9:30 a.m. on Thursday, February 16, 2023, from the Board Room at the SRP Administration Building, 1500 North Mill Avenue, Tempe, Arizona. The purpose of the meeting is to consider the approval of a resolution authorizing the issuance and sale of Salt River Project Electric System Revenue Bonds, 2023 Series A, pursuant to Title 48, Chapter 17, Article 7 of the Arizona Revised Statutes.

WITNESS my hand this 9th day of February 2023.

/s/ David Rousseau
President

Board Members present at roll call were President D. Rousseau; and Directors R.C. Arnett, N.R. Brown, M.J. Herrera, K.J. Johnson, A.G. McAfee, R.J. Miller, K.L. Mohr-Almeida, K.H. O'Brien, M.V. Pace, P.E. Rovey, J.M. White Jr., L.C. Williams, and K.B. Woods.

Board Member absent at roll call was Director S.H. Williams.

Also present were District Vice President C.J. Dobson; Governor L.D. Rovey of the
In compliance with A.R.S. §38-431.02 and A.R.S. §48-2465, Andrew Davis of the Corporate Secretary's Office had sent notice of the meeting to the Board Members by certified mail on Thursday, February 9, 2023, and had posted a notice and agenda of the meeting of the Board of Directors at the SRP Administration Building, 1500 North Mill Avenue, Tempe, Arizona, at 9:00 a.m. on the same day.

President D. Rousseau announced that the purpose of the meeting was to review and take action on the issuance and sale of $500,000,000 in par value of Salt River Project Electric System Revenue Bonds, 2023 Series A. He stated that the Board and Council had been called together to hear details of the proposed sale from SRP Management, financial advisor, lead banker, and bond counsel.

President D. Rousseau stated that upon completion of the presentations, the Board would take action on the "RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $500,000,000 IN PAR VALUE SALT RIVER PROJECT ELECTRIC SYSTEM REVENUE BONDS, 2023 SERIES A OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, AND PROVIDING FOR THE FORM, DETAILS AND TERMS THEREOF", and the Board meeting would be adjourned.

President D. Rousseau stated that Council Chairman T.M. Francis would continue the Council meeting and seek action on the "RESOLUTION OF THE COUNCIL APPROVING THE PRIVATE SALE BY THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND RATIFYING AND CONFIRMING TERMS AND CONDITIONS OF $500,000,000 IN PAR VALUE SALT RIVER PROJECT ELECTRIC SYSTEM REVENUE BONDS, 2023 SERIES A."

President D. Rousseau asked Brian J. Koch, SRP Treasurer and Senior Director of Financial Services, to proceed. Using a PowerPoint presentation, Mr. B.J. Koch provided introductory remarks on the 2023 Series A bond sale. He said that the transaction is a new money transaction; it is tax-exempt issuance deal, consistent with prior SRP bond deals; SRP targeted $500,000,000 in par value; and if approved, the
proceeds will be applied to SRP’s Board approved capital budget – $350,000,000 capital reimbursement and $150,000,000 Fiscal Year 2023 (FY23) and FY24 capital.

Mr. B.J. Koch provided a list of the transaction participants of the 2023 Series A bond sale. He reviewed the outstanding debt service after the 2023 Series A bond sale and the sources and uses of funds from the sale. Mr. B.J. Koch provided a graph depicting the forecasted general fund and construction fund, stating that the bond issuance will help achieve SRP’s corporate objective.

Mr. B.J. Koch responded to questions from the Board and Council.

Copies of the PowerPoint slides used in the presentation are on file in the Corporate Secretary's Office and, by reference, made a part of these minutes.

President D. Rousseau asked Isaac Sine, Managing Director of JP Morgan, the District’s lead bank for the bond sale, to proceed.

Using a PowerPoint presentation, Mr. I. Sine reviewed the pricing and marketing schedule leading up to the sale and provided an overview of the transaction, including the following: the final structure of the 2023 Series A bond sale, the economic and deal calendar, summary of investor orders, and relevant concurrent tax-exempt transactions. He stated that despite the recent increase in rates, the 10 and 30-Year municipal market data (MMD) are still below their 30-year average; and the SRP 2023 Series A bond sale offering received strong investor participation.

Mr. I. Sine offered his recommendation for approval of the sale and responded to questions from the Board and Council.

Copies of the PowerPoint slides used in the presentation are on file in the Corporate Secretary's Office and, by reference, made a part of these minutes.

President D. Rousseau asked Mike Mace, Managing Director of PFM, the District’s financial advisor for the bond sale, to proceed.

Using a PowerPoint presentation, Mr. M. Mace detailed the 2023 Series A bond sale. He provided a comprehensive overview of the prevailing market conditions. Mr. M. Mace highlighted that the strong marketing and disclosure efforts have successfully communicated the creditworthiness of SRP to investors. Furthermore, he said that the well-structured bond offering aligns with SRP’s objectives, providing a high probability of success with flexibility to adapt to any adverse market conditions. Mr. M. Mace explained that the diligent underwriter selection process has resulted in a competitive and cost-effective option, ensuring accurate advice in a challenging market. He concluded by stating that SRP’s performance on all comparison metrics has been robust, further bolstering confidence in proceeding with the bond sale.
Mr. M. Mace offered his recommendation for approval of the sale and responded to questions from the Board and Council.

Copies of the PowerPoint slides used in the presentation are on file in the Corporate Secretary’s Office and, by reference, made a part of these minutes.

President D. Rousseau asked Tricia Gasparine of Chiesa Shahinian & Giantomasi PC, the District’s bond counsel for the bond sale, to proceed.

Ms. T. Gasparine discussed the proposed resolutions, purchase contracts, and authorizations required. She stated that all legal requirements had been met and recommended approval of the sale.

Ms. T. Gasparine responded to questions from the Board and Council.

President D. Rousseau asked Mr. B.J. Koch to proceed with the recommendation. Using a PowerPoint presentation, Mr. B.J. Koch recommended that the Board of Directors adopt a resolution authorizing the issuance and sale of $500,000,000 in par value of Salt River Project Electric System Revenue Bonds, 2023 Series A of the District, and providing for the form, details and terms thereof; and that the District Council adopt a resolution approving the private sale by the District and ratifying and confirming terms and conditions of $500,000,000 in par value of Salt River Project Electric System Revenue Bonds, 2023 Series A.

Mr. B.J. Koch provided a summary of underwriting expenses and issuance expenses. Mike Hummel, SRP General Manager and Chief Executive Officer, provided an overview of SRP’s 2035 sustainability goal related to decarbonization. He reiterated that SRP remains on track to exceed the Board established carbon intensity goals and that SRP’s carbon intensity is trending towards the retail total target.

Mr. B.J. Koch responded to questions from the Board and Council.

Copies of the PowerPoint slide used in the presentation are on file in the Corporate Secretary's Office and, by reference, made a part of these minutes.

There being no further questions, President D. Rousseau asked for a motion by the Board of Directors to adopt the proposed form of resolution authorizing the issuance and sale of $500,000,000 in par value of Salt River Project Electric System Revenue Bonds, 2023 Series A of the District, and providing for the form, details and terms thereof.

On a motion duly made by Director R.C. Arnett, seconded by Director M.J. Herrera and carried, the Board adopted the following resolution, the form of which appeared before the Board of Directors:
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $500,000,000 SALT RIVER PROJECT ELECTRIC SYSTEM REVENUE BONDS, 2023 SERIES A OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, AND PROVIDING FOR THE FORM, DETAILS AND TERMS THEREOF

WHEREAS, the members of the Board of Directors (the “Board of Directors”) of the Salt River Project Agricultural Improvement and Power District (the “District”), by resolution entitled “Supplemental Resolution Dated September 10, 2001 Authorizing an Amended and Restated Resolution Concerning Revenue Bonds,” which became effective January 11, 2003, as amended and supplemented (the “Resolution”), have created and established an issue of Salt River Project Electric System Revenue Bonds (the “Bonds”), which may be authorized from time to time pursuant to Series Resolutions; and

WHEREAS, the Arizona Corporation Commission (the “Commission”) has approved by its Opinion and Order described in Exhibit A hereto the issuance of $500,000,000 2023 Series A Bonds to pay the costs of various improvements and additions to the District’s Electric System and to pay certain costs of the issuance of the 2023 Series A Bonds; and

WHEREAS, the Board of Directors has determined to use the authorization applicable to the Commission’s Opinion and Order described in Exhibit A hereto to issue the 2023 Series A Bonds to (i) finance the costs of acquisition and construction of various capital improvements and additions to the District’s Electric System and (ii) pay certain costs of issuance of the 2023 Series A Bonds; and

WHEREAS, the Board of Directors has been presented with a Purchase Contract, dated February 16, 2023 (the “Purchase Contract”), by and among the District and a group of purchasers represented by and including J.P. Morgan Securities LLC, BofA Securities, Inc., Goldman, Sachs & Co., LLC, Morgan Stanley & Co. LLC and TD Securities LLC (hereinafter collectively referred to as the “Purchasers”) providing for the purchase of $500,000,000 2023 Series A Bonds; and

WHEREAS, the Board of Directors desires the District to sell $500,000,000 2023 Series A Bonds to the Purchasers pursuant to the terms and conditions of the Purchase Contract to provide moneys to carry out the aforesaid purposes of the District; and

WHEREAS, Title 48, Chapter 17, Article 7, of the Arizona Revised Statutes requires that the private sale of Bonds be subject to prior approval by a majority of the members of the Council of the District and that no Bonds be issued unless the Council, by resolution adopted by an affirmative vote
of a majority of its members, ratifies and confirms the amount of the Bonds authorized to be issued by the Board of Directors (together the “Council Approval and Ratification Requirement”); and

WHEREAS, the Board of Directors desires to ratify and confirm the preparation and distribution of a Preliminary Official Statement and approve the preparation, execution and delivery of an Official Statement for the 2023 Series A Bonds; and

WHEREAS, the Board of Directors desires to authorize the proper officers and employees of the District to take all necessary steps to complete the sale, issuance and delivery as aforesaid of $500,000,000 2023 Series A Bonds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AS FOLLOWS:

SECTION 1. Series Resolution. This Series Resolution (hereinafter referred to as “Resolution Authorizing the Issuance and Sale of $500,000,000 2023 Series A Bonds” or as “2023 Series A Resolution”) is adopted in accordance with the provisions of the Resolution and pursuant to the authority contained in Title 48, Chapter 17 of the Arizona Revised Statutes, as amended.

SECTION 2. Definitions. This 2023 Series A Resolution and the Resolution are herein collectively referred to as the "Resolutions." All terms which are defined in the Resolution shall have the same meanings, respectively, in this 2023 Series A Resolution, as such terms are given in the Resolution. In this 2023 Series A Resolution:

“Authorized Representative” shall mean any of the President, or the Vice President, or the General Manager and Chief Executive Officer, or the Associate General Manager and Chief Financial Executive or the Senior Director of Financial Services and Corporate Treasurer or any Assistant Treasurer of the District.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder or applicable thereto.

“DTC” shall mean The Depository Trust Company or any successor thereto.

“Interest Payment Date” shall mean each January 1 and July 1 of each year so long as 2023 Series A Bonds are Outstanding, commencing July 1, 2023.
“Representation Letter” shall mean the DTC Blanket Issuer Letter of the Representation dated October 23, 2019, a copy of which is attached as Exhibit B hereto.

“Securities Depositories” shall mean The Depository Trust Company or such other registered securities depository or depositories holding substantial amounts of obligations of types similar to the 2023 Series A Bonds.

“Trustee” shall mean U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, Phoenix, Arizona, appointed pursuant to Article IX of the Resolution, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Resolution.

“2023 Series A Bonds” shall mean the Bonds authorized by Section 3 hereof.

SECTION 3. Principal Amount, Designation, Series and Allocations. (a) Pursuant to the provisions of the Resolutions, the District is hereby authorized to sell and issue Bonds in the aggregate principal amount of $500,000,000. Such Bonds shall be designated as “Salt River Project Electric System Revenue Bonds, 2023 Series A.”

(b) In order to comply with the Opinions and Orders of the Commission, the District reserves the right, and shall, if necessary to comply with such Opinions and Orders, change the allocations to such Opinions and Orders as set forth in Exhibit A hereto.

SECTION 4. Purpose. The purposes for which the 2023 Series A Bonds are issued are: 1) to provide moneys for the payment of the costs of acquisition and construction of various capital improvements and additions to the District’s Electric System and 2) to pay certain costs of issuance of the 2023 Series A Bonds.

SECTION 5. Dates, Maturities and Interest. (a) The 2023 Series A Bonds shall be dated, and shall bear interest from, their date of delivery.

(b) The 2023 Series A Bonds shall bear interest at the following rates per annum and shall mature on January 1 in the following years in the following principal amounts:
<table>
<thead>
<tr>
<th>Year of Maturity (January 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Yield</th>
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<tr>
<td>2029</td>
<td>$6,730,000</td>
<td>5.000%</td>
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<td>2030</td>
<td>9,510,000</td>
<td>5.000</td>
<td>2.310</td>
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<td>2031</td>
<td>4,290,000</td>
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<tr>
<td>2032</td>
<td>12,635,000</td>
<td>5.000</td>
<td>2.390</td>
</tr>
<tr>
<td>2043*</td>
<td>46,235,000</td>
<td>5.000</td>
<td>3.520</td>
</tr>
</tbody>
</table>

$207,750,000 5.000% Term Bonds due January 1, 2047*, Yield 3.690%
$212,850,000 5.000% Term Bonds due January 1, 2050*, Yield 3.750%

*Priced at the stated yield to the first optional redemption date of January 1, 2033.

(c) Interest on the 2023 Series A Bonds shall be payable on July 1, 2023, and semiannually thereafter on January 1 and July 1 of each year to the registered owner of the 2023 Series A Bonds as of the immediately preceding June 15 or December 15, until the District’s obligation with respect to the payment of the principal of such 2023 Series A Bonds shall be discharged.

SECTION 6. Denominations, Numbers and Letters. The 2023 Series A Bonds shall be issued only as fully registered bonds without coupons, subject to the provisions regarding a book-entry only system as described in Section 7 hereof, and the 2023 Series A Bonds shall be issued in the denomination of $5,000, or any integral multiple thereof, in all cases not exceeding the aggregate principal amount of 2023 Series A Bonds maturing on the maturity date of the bond for which the denomination is to be specified.

SECTION 7. Book-Entry 2023 Series A Bonds. (a) Beneficial ownership interests in the 2023 Series A Bonds will be available in book-entry form only. Purchasers of beneficial ownership interests in the 2023 Series A Bonds will not receive certificates representing their interests in the 2023 Series A Bonds and will not be Bondholders or owners of the Bonds under the Resolution. DTC, an automated clearinghouse for securities transactions, will act as the Securities Depository for the 2023 Series A Bonds. The 2023 Series A Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity (or, if applicable, each interest rate within a maturity) of the 2023 Series A Bonds, in the aggregate principal amount of such maturity (or, if applicable, such interest rate within a maturity), and will be deposited with DTC.
DTC holds securities that its participants ("Participants") deposit with DTC. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations ("Direct Participants"). Access to the DTC system is also available to others, such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants").

Purchases of the 2023 Series A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2023 Series A Bonds on DTC’s records. The ownership interest of each actual purchaser of each 2023 Series A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmation providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2023 Series A Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2023 Series A Bonds, except in the event that use of the book-entry system for the 2023 Series A Bonds is discontinued.

To facilitate subsequent transfers, all 2023 Series A Bonds deposited by Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of 2023 Series A Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2023 Series A Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such 2023 Series A Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the 2023 Series A Bonds are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such 2023 Series A Bonds to be redeemed.
Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the 2023 Series A Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the 2023 Series A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 2023 Series A Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the District or the Trustee, on each payment date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Trustee or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the 2023 Series A Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, the 2023 Series A Bond certificates are required to be printed and delivered. The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the 2023 Series A Bond certificates will be printed and delivered.

Beneficial Owners will not be recognized by the Trustee as registered owners for purposes of this 2023 Series A Resolution, and Beneficial Owners will be permitted to exercise the rights of registered owners only indirectly through DTC and the Direct and Indirect Participants.

(b) In the event definitive 2023 Series A Bonds are issued, the provision of the Resolution, including but not limited to Sections 304 and 305 of the Resolution, shall apply to, among other things, the transfer and exchange of such definitive 2023 Series A Bonds and the method of payment of principal of and interest on such definitive 2023 Series A Bonds. Whenever DTC requests the District and the Trustee to do so, the Trustee and the District will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate definitive 2023
Series A Bonds evidencing the Bonds to any DTC Participant having 2023 Series A Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of definitive 2023 Series A Bonds.

(c) Notwithstanding any other provision of the Resolution to the contrary, so long as any 2023 Series A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such 2023 Series A Bond and all notices with respect to such 2023 Series A Bond shall be made and given to Cede & Co., as nominee of DTC, as provided in the Representation Letter. All of the provisions of the Representation Letter shall be deemed to be a part of this 2023 Series A Resolution as fully and to the same extent as if incorporated verbatim herein, with such changes, amendments, modifications, insertions, omissions or additions, as may be approved by an Authorized Representative. Execution by said Authorized Representative of the Representation Letter shall be deemed to be conclusive evidence of approval of any such changes, amendments, modifications, insertions, omissions or additions.

(d) In connection with any notice or other communication to be provided to Bondholders pursuant to the Resolutions by the District or the Trustee with respect to any consent or other action to be taken by Bondholders, the District or the Trustee, as the case may be, shall, to the extent possible, establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date.

SECTION 8. Paying Agent. Subject to the provisions of Section 7 hereof, the principal of the 2023 Series A Bonds shall be payable at the designated corporate trust office of the Trustee under the Resolutions (or at the principal office of any successor Trustee appointed pursuant to the Resolutions) or at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as authorized by the Resolutions. The Trustee is hereby appointed the Paying Agent for the 2023 Series A Bonds. The interest on the 2023 Series A Bonds will be payable by wired transfer or by check mailed by the Trustee on each Interest Payment Date.

SECTION 9. Redemption Terms and Prices.

(a) Optional Redemption — 2023 Series A Bonds. The 2023 Series A Bonds maturing after January 1, 2034 are subject to redemption at the option of the District prior to maturity, at any time on or after January 1, 2033, as a whole or in part by random selection by the Trustee within a maturity with the same interest rate from maturities selected by the District, at the Redemption Price of 100% of the principal
amount of the 2023 Series A Bonds or portions thereof to be redeemed, together with accrued interest up to but not including the redemption date.

For so long as book entry only system of registration is in effect with respect to the 2023 Series A Bonds if less than all of the 2023 Series A Bonds of a particular maturity (and, if applicable, interest rate within a maturity) are to be redeemed, the particular Beneficial Owner(s) to receive payment of the redemption price with respect to beneficial ownership interests in such 2023 Series A Bonds shall be selected by DTC and the Direct Participants and/or the Indirect Participants.

(b) **Notice of Redemption.** Notice to Bondholders of such redemption shall be given by mail to the registered owners of the 2023 Series A Bonds to be redeemed, postage prepaid, not less than 25 days nor more than 50 days prior to the redemption date. Failure to give notice of redemption by mail, or any defect in such notice, will not affect the validity of the proceedings for the redemption of any other Electric System Revenue Bonds.

(c) **Further Notice.** In addition to the foregoing notice, further notice shall be given by the Trustee as set forth in this subsection (c), but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection (b) above. Each further notice of redemption given hereunder shall be dated and shall state: (i) the redemption date, (ii) the Redemption Price, (iii) if fewer than all Outstanding 2023 Series A Bonds are to be redeemed, the Bond numbers (and, in the case of partial redemption, the respective principal amounts) of the 2023 Series A Bonds to be redeemed, (iv) that on the redemption date the Redemption Price will become due and payable upon each such 2023 Series A Bond or portion thereof called for redemption, and that interest with respect thereto shall cease to accrue from and after said date, (v) the CUSIP numbers of the 2023 Series A Bonds to be redeemed, (vi) the place where such 2023 Series A Bonds are to be surrendered for payment of the Redemption Price, (vii) the original date of execution and delivery of the 2023 Series A Bonds; (viii) the rate of interest payable with respect to each 2023 Series A Bond being redeemed; (ix) the maturity date of each 2023 Series A Bond being redeemed; and (x) any other descriptive information needed to identify accurately the 2023 Series A Bonds being redeemed. Each further notice of redemption shall be sent, not less than 25 days nor more than 50 days prior to the redemption date, by electronic, telecopy, registered, certified or overnight mail to all Securities Depositories. Upon the payment of the Redemption Price of 2023 Series A Bonds being redeemed, each check or other transfer of funds, issued for such purpose shall, to the extent practicable, bear or indicate the CUSIP number identifying, by issue and maturity, the 2023 Series A Bonds being redeemed with the proceeds of such check or other transfer.
(d) Except with respect to the unredeemed portion of any 2023 Series A Bond being redeemed in part, neither the Trustee nor any agent of the Trustee shall be obligated to register the transfer or exchange of any 2023 Series A Bond during the 15 days preceding the date on which notice of redemption of a 2023 Series A Bond is to be given on any Bond that has been called for redemption except the unredeemed portion of any 2023 Series A Bond being redeemed in part.

SECTION 10. Sinking Fund Installments. (a) Sinking Fund Installments are hereby established for the 2023 Series A Bonds maturing on January 1, 2047. Such Sinking Fund Installments shall become due on each of the dates set forth in the following table in the respective amounts set forth opposite such dates in said table:

<table>
<thead>
<tr>
<th>Sinking Fund Payment Date (January 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2044</td>
<td>$49,355,000</td>
</tr>
<tr>
<td>2045</td>
<td>50,195,000</td>
</tr>
<tr>
<td>2046</td>
<td>55,975,000</td>
</tr>
<tr>
<td>2047*</td>
<td>52,225,000</td>
</tr>
</tbody>
</table>

*Final maturity.

(b) Sinking Fund Installments are hereby established for the 2023 Series A Bonds maturing on January 1, 2050. Such Installments shall become due on each of the dates set forth in the following table in the respective amounts set for opposite such dates in said table:

<table>
<thead>
<tr>
<th>Sinking Fund Payment Date (January 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2048</td>
<td>$67,935,000</td>
</tr>
<tr>
<td>2049</td>
<td>45,135,000</td>
</tr>
<tr>
<td>2050*</td>
<td>99,780,000</td>
</tr>
</tbody>
</table>

*Final maturity.

(c) The Sinking Fund Installments may be satisfied by the District delivering to the Trustee, no later than 45 days in advance of the date of such Sinking Fund Installment, 2023 Series A Bonds of such maturities theretofore purchased or redeemed by the District otherwise than by operation of the sinking fund redemption provided for in this Section 10.
SECTION 11. Application of the Proceeds of 2023 Series A Bonds. In accordance with the Resolution, the proceeds of the 2023 Series A Bonds shall be applied simultaneously with the delivery of the 2023 Series A Bonds, as follows: From the proceeds of the 2023 Series A Bonds, (i) $554,072,114.37 shall be deposited in the Construction Fund to pay Costs of Construction, (ii) $644,100.00 shall be used to pay costs of issuance of the 2023 Series A Bonds and (iii) $960,571.18 shall be used to pay the Underwriter’s discount.

The President, or the Vice President, or the General Manager and Chief Executive Officer, or the Associate General Manager and Chief Financial Executive or the Senior Director of Financial Services and Corporate Treasurer of the District be and are hereby each authorized and directed to increase or decrease the above deposits.

SECTION 12. Reserved.

SECTION 13. Form of 2023 Series A Bonds. Subject to the provisions of the Resolutions, the 2023 Series A Bonds and the Certificate of Authentication shall be in substantially the form of Exhibit C hereto.

SECTION 14. Reserved.

SECTION 15. Reserved.

SECTION 16. Execution, Delivery and Authentication. The 2023 Series A Bonds shall be executed by imprinting thereon the manual or facsimile signature of the President or Vice President of the District and by affixing thereto the corporate seal of the District or facsimile thereof and said signature and seal shall be attested by the manual or facsimile signature of the Corporate Secretary or an Assistant Secretary of the District. The President or the Senior Director of Financial Services and Corporate Treasurer of the District or their designees are hereby authorized and directed to deliver the 2023 Series A Bonds executed in the foregoing manner to the Purchasers upon payment of the purchase price specified in Section 17 hereof pursuant to the terms and conditions of the Purchase Contract. There is hereby authorized to be printed or otherwise reproduced on the back of, or attached to, each of the 2023 Series A Bonds, the opinion of Chiesa Shahinian & Giantomasi PC, Bond Counsel, the opinion of Nixon Peabody, LLP, Special Tax Counsel, and a certification executed by the manual or facsimile signature of the Corporate Secretary or an Assistant Secretary of the District with respect to the form and delivery of said opinion. All Officers of the District and employees designated by Officers are authorized to sign and execute all certificates and documents required for the sale and delivery of the 2023 Series A Bonds.
The Trustee (or its duly designated agent) as Authenticating Agent is hereby authorized and directed to manually execute the Certificate of Authentication appearing on the 2023 Series A Bonds. No 2023 Series A Bond shall be issued and delivered hereunder without the manual signature of an authorized representative of the Trustee or its Authenticating Agent appearing on such Certificate of Authentication.

SECTION 17. Purchase Contract. The Purchase Contract, which is attached hereto as Exhibit D, is hereby approved. The 2023 Series A Bonds are hereby sold to the Purchasers, pursuant to the terms and conditions of the Purchase Contract, at an aggregate purchase price of $554,716,214.37, calculated as follows: $500,000,000.00 aggregate principal amount of 2023 Series A Bonds, plus $55,676,785.55 Original Issue Premium, and less Underwriters’ Discount in the amount of $960,571.18; and the President, or the Vice President, or the General Manager and Chief Executive Officer, or the Associate General Manager and Chief Financial Executive or the Senior Director of Financial Services and Corporate Treasurer or any Assistant Treasurer of the District are each hereby authorized and directed to execute the Purchase Contract and to deliver the same for and on behalf of the District to the Purchasers.

SECTION 18. Amortization of Financing Costs. In order to provide accurate accounting records and reports, the issuance costs of approximately $644,100 resulting from the issuance of the 2023 Series A Bonds shall be amortized monthly over the life of the 2023 Series A Bonds.

SECTION 19. Good Faith Deposit. The good faith deposit in the amount of $5,000,000 received by the District from the Purchasers shall be held by the District in accordance with the terms of the Purchase Contract.

SECTION 20. Approval of Final Official Statement and Continuing Disclosure Agreement. The preparation and distribution of the Preliminary Official Statement, dated February 8, 2023, attached hereto as Exhibit E, is hereby ratified and confirmed and the Preliminary Official Statement is deemed “final” as of its date, as supplemented, for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), except for certain omissions permitted thereunder and except for changes permitted by other applicable law. Authorized Officers and staff of the District are authorized to prepare and deliver to the Purchasers an Official Statement, dated the date hereof, relating to the 2023 Series A Bonds, substantially in the form attached hereto as Exhibit F. The form of the Continuing Disclosure Agreement attached hereto as Exhibit G is hereby approved. The President, or the Vice President, or the General Manager and Chief Executive Officer, or the Associate General Manager and Chief Financial Executive or the Senior Director of Financial Services and Corporate Treasurer or any Assistant Treasurer of the District are hereby each authorized and directed to execute and deliver the Official Statement, for
and on behalf of the District, to the Purchasers, and the Continuing Disclosure Agreement to the Trustee. The Secretary or an Assistant Secretary of the District are each hereby authorized to attest signatures, if required.

**SECTION 21. Reserved.**

**SECTION 22. Arbitrage Covenant.** The District covenants and agrees that it shall not direct or permit any action which would cause any 2023 Series A Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code or direct or permit any action inconsistent with the applicable regulations thereunder as amended from time to time and as applicable to the 2023 Series A Bonds. The provisions of this Section 22 shall survive any defeasance of the 2023 Series A Bonds pursuant to the Resolution.

**SECTION 23. Tax Exemption.** In order to maintain the exclusion from Federal gross income of interest on the 2023 Series A Bonds, the District shall comply with the provisions of the Code applicable to the 2023 Series A Bonds, including without limitation the provisions of the Code relating to the computation of the yield on investments of the gross proceeds of the 2023 Series A Bonds, reporting of earnings on the gross proceeds of the 2023 Series A Bonds, and rebate of excess earnings to the Department of the Treasury of the United States of America and shall not take any action or permit any action that would cause the interest on the 2023 Series A Bonds to be included in gross income under Section 103 of the Code or cause interest on the 2023 Series A Bonds to be an item of tax preference under Section 57 of the Code. In furtherance of the foregoing, the District shall comply with the Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Code, to be executed by an Authorized Officer at the time the 2023 Series A Bonds are issued, as such Tax Certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code, and such officers are hereby authorized and directed to execute and deliver such Tax Certificate for and on behalf of the District. The provisions of this Section 23 shall survive any defeasance of the 2023 Series A Bonds pursuant to the Resolution.

**SECTION 24. Severability.** If any one or more of the covenants or agreements provided in this 2023 Series A Resolution on the part of the District or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this 2023 Series A Resolution, so long as this 2023 Series A Resolution as so modified continues to express, without material change, the original intentions of the District or any Fiduciary as to the subject matter of this 2023 Series A Resolution and the deletion of such portion of this 2023 Series A Resolution
will not substantially impair the respective benefits or expectations of the District or any Fiduciary.

SECTION 25. Effective Date. This 2023 Series A Resolution shall take effect immediately upon adoption.
EXHIBIT A

Opinion & Order of the Arizona Corporation Commission

<table>
<thead>
<tr>
<th>Order</th>
<th>Order Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>75610</td>
<td>06/27/2016</td>
</tr>
</tbody>
</table>
EXHIBIT B

DTC Blanket Letter of Representation
EXHIBIT C

Form of 2023 Series A Bond
EXHIBIT D

Purchase Contract
EXHIBIT E

Preliminary Official Statement
EXHIBIT F

Official Statement
EXHIBIT G

Continuing Disclosure Agreement
Corporate Secretary J.M. Felty polled the Directors on Director R.C. Arnett’s motion to adopt the resolution. The vote was recorded as follows:


NO: Director R.J. Miller (1)

ABSTAINED: None (0)

ABSENT: None (0)

President D. Rousseau declared the Board resolution adopted.

Copies of the resolution and the exhibits thereto are on file in the Corporate Secretary's Office and, by reference, made a part of these minutes.

Report on Current Events by the General Manager and Chief Executive Officer and Designees

Mike Hummel, SRP General Manager and Chief Executive Officer, reported on a variety of federal, state, and local topics of interest to the District.

There being no further business to come before the Board, the meeting was adjourned at 10:14 a.m.

John M. Felty
Corporate Secretary
<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NAVAJO GENERATING STATION</strong></td>
<td></td>
</tr>
<tr>
<td>OPERATING FUND - 1050850</td>
<td>4,063,222.80</td>
</tr>
<tr>
<td>INVESTMENT ACCOUNT - 1080125</td>
<td>11,450,000.00</td>
</tr>
<tr>
<td><strong>TOTAL NAVAJO CASH</strong></td>
<td>$15,513,222.80</td>
</tr>
<tr>
<td><strong>MEAD-PHX</strong></td>
<td></td>
</tr>
<tr>
<td>OPERATING FUND - 1050150</td>
<td>2,141,157.46</td>
</tr>
<tr>
<td><strong>TOTAL MEAD-PHX CASH</strong></td>
<td>$2,141,157.46</td>
</tr>
<tr>
<td><strong>ANPP SWITCHYARD</strong></td>
<td></td>
</tr>
<tr>
<td>OPERATING FUND - 1050600</td>
<td>1,915,886.53</td>
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<tr>
<td>OPERATING INVESTMENTS</td>
<td>0.00</td>
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<tr>
<td>CONSTRUCTION INVESTMENTS</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL ANPP SWITCH CASH</strong></td>
<td>$1,915,886.53</td>
</tr>
<tr>
<td><strong>ANPP TRANSMISSION</strong></td>
<td></td>
</tr>
<tr>
<td>OPERATING FUND - 1050650</td>
<td>11,933,843.61</td>
</tr>
<tr>
<td>OPERATING INVESTMENTS</td>
<td>0.00</td>
</tr>
<tr>
<td>CONSTRUCTION FUND</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL ANPP TRANS. CASH</strong></td>
<td>$11,933,843.61</td>
</tr>
<tr>
<td><strong>SOUTHEAST VALLEY TRANSMISSION</strong></td>
<td></td>
</tr>
<tr>
<td>OPERATING FUND - 1050800</td>
<td>$47,813,749.66</td>
</tr>
<tr>
<td><strong>TOTAL SOUTHEAST VALLEY CASH</strong></td>
<td>$47,813,749.66</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>$79,317,860.06</td>
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</tbody>
</table>

Approved by: [Signature]
Date: 1/24/23
## Cash Statement for Calendar Year 2022

### Funds Balance - January 1, 2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUNDS BALANCE - JANUARY 1, 2022</td>
<td>$971,341</td>
</tr>
</tbody>
</table>

### Cash Receipts:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric Revenues</td>
<td>3,451,032</td>
</tr>
<tr>
<td>Electric Customer Deposits</td>
<td>53,597</td>
</tr>
<tr>
<td>Reimbursement on Joint Venture Projects</td>
<td>90,335</td>
</tr>
<tr>
<td>Construction Contributions and Advances</td>
<td>338,459</td>
</tr>
<tr>
<td>Proceeds from Bond Sales</td>
<td>498</td>
</tr>
<tr>
<td>Proceeds - Other Borrowings</td>
<td>0</td>
</tr>
<tr>
<td>Transfers from Segregated Funds</td>
<td>306,656</td>
</tr>
<tr>
<td>Sales Tax Collected</td>
<td>241,554</td>
</tr>
<tr>
<td>Margin and Collateral received - Net</td>
<td>513,428</td>
</tr>
<tr>
<td>Other Receipts and Adjustments</td>
<td>107,819</td>
</tr>
<tr>
<td><strong>TOTAL CASH RECEIPTS</strong></td>
<td><strong>5,103,378</strong></td>
</tr>
</tbody>
</table>

### Cash Disbursements:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchased Power &amp; Fuel</td>
<td>1,212,824</td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>1,022,205</td>
</tr>
<tr>
<td>Purchased Inventory</td>
<td>221,942</td>
</tr>
<tr>
<td>Net Paychecks and Deductions paid to others, Expensed</td>
<td>606,708</td>
</tr>
<tr>
<td>to Operations</td>
<td>0</td>
</tr>
<tr>
<td>Payments to Trustee for -</td>
<td></td>
</tr>
<tr>
<td>Bond Interest</td>
<td>185,271</td>
</tr>
<tr>
<td>Bond Principal</td>
<td>108,921</td>
</tr>
<tr>
<td>Other Debt - Principal Repayment</td>
<td>3,500</td>
</tr>
<tr>
<td>Other Debt - Interest Expense</td>
<td>8,230</td>
</tr>
<tr>
<td>Capital Expenditures -</td>
<td>691,420</td>
</tr>
<tr>
<td>Construction</td>
<td>0</td>
</tr>
<tr>
<td>Advances and Transfers to Affiliated Companies (Net)</td>
<td>37,698</td>
</tr>
<tr>
<td>Advances on Joint Venture Projects</td>
<td>0</td>
</tr>
<tr>
<td>Transfers to Segregated Funds</td>
<td>284,592</td>
</tr>
<tr>
<td>In Lieu and Ad Valorem Taxes</td>
<td>122,605</td>
</tr>
<tr>
<td>Sales Tax Remitted</td>
<td>287,830</td>
</tr>
<tr>
<td>Margin and Collateral disbursed- Net</td>
<td>509,191</td>
</tr>
<tr>
<td>Miscellaneous Cash Disbursements</td>
<td>24,260</td>
</tr>
<tr>
<td><strong>TOTAL CASH DISBURSED - (NOTE 1)</strong></td>
<td><strong>5,327,197</strong></td>
</tr>
</tbody>
</table>

### Funds Balance - December 31, 2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUNDS BALANCE - DECEMBER 31, 2022</td>
<td>$747,522</td>
</tr>
</tbody>
</table>

============
STATUS OF FUNDS AS OF DECEMBER 31, 2022

(IN THOUSANDS)

CASH AND INVESTMENTS

Funds Balance: Revenue, General, Imprest and Certain Segregated Funds (Note 2) $ 747,522

Notes:  
(1) Disbursements shown include amounts paid for and on behalf of the Salt River Valley Water Users’ Association and subsequently charged to it.

(2) Additionally, Salt River Project Agricultural Improvement and Power District, as Operating Agent of Navajo Generating Station, as Operating Agent of Palo Verde Switchyard and Transmission System, as Project Manager of the Mead-Phoenix Project, and Southeast Valley Transmission has custody of certain funds of the Project participants. At December 31, 2022 the balance in these funds was $ 79,317,860.06 which are utilized in the financing of these projects.

TREASURER'S VERIFICATION

I, Brian Koch, Corporate Treasurer of Salt River Project Agricultural Improvement and Power District, do solemnly swear that the foregoing is a true and correct statement, subject to audit, of the amount in each of the stated funds on December 31, 2022 and of the amount of cash receipts and disbursements during the calendar year of 2022.

Brian Koch
Corporate Treasurer

Subscribed and sworn to before me
this _______ day of January, 20___

Notary Public
# Statement of Cash Received and Disbursed

## January 2023

<table>
<thead>
<tr>
<th>($000)</th>
<th>District</th>
<th>Association</th>
<th>Total Month</th>
<th>Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund Balance Beginning of Period</strong></td>
<td>$747,522</td>
<td>$2,964</td>
<td>$750,486</td>
<td>$1,007,546</td>
</tr>
<tr>
<td><strong>Cash Receipts:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Revenues</td>
<td>294,267</td>
<td>---</td>
<td>294,267</td>
<td>2,945,298</td>
</tr>
<tr>
<td>Water Revenues</td>
<td>---</td>
<td>5,514</td>
<td>5,514</td>
<td>16,122</td>
</tr>
<tr>
<td>Electric Customer Deposits</td>
<td>5,077</td>
<td>---</td>
<td>5,077</td>
<td>44,684</td>
</tr>
<tr>
<td>Reimbursement on Joint Ownership Projects</td>
<td>12,470</td>
<td>---</td>
<td>12,470</td>
<td>73,640</td>
</tr>
<tr>
<td>Construction Contributions and Advances</td>
<td>37,654</td>
<td>---</td>
<td>37,654</td>
<td>266,488</td>
</tr>
<tr>
<td>Proceeds from Bond Sales</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Proceeds from Other Borrowings</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Transfers from Segregated Funds</td>
<td>174,616</td>
<td>---</td>
<td>174,616</td>
<td>292,955</td>
</tr>
<tr>
<td>Sales Tax Collected</td>
<td>15,382</td>
<td>---</td>
<td>15,382</td>
<td>204,147</td>
</tr>
<tr>
<td>Other Cash Receipts</td>
<td>8,220</td>
<td>---</td>
<td>8,220</td>
<td>90,349</td>
</tr>
<tr>
<td><strong>Total Cash Receipts</strong></td>
<td>547,686</td>
<td>5,514</td>
<td>553,200</td>
<td>3,933,683</td>
</tr>
<tr>
<td><strong>Fund Transfers - Net</strong></td>
<td>1,931</td>
<td>(1,931)</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>Cash Disbursements:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchased Power and Fuel</td>
<td>144,365</td>
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<td>144,365</td>
<td>1,081,865</td>
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<td>Operations and Maintenance</td>
<td>85,895</td>
<td>1,561</td>
<td>87,456</td>
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<td>Employee Payroll and Payroll Taxes</td>
<td>48,132</td>
<td>3,585</td>
<td>51,717</td>
<td>509,479</td>
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<td>185,733</td>
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<td>Bond Interest</td>
<td>15,291</td>
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<td>15,291</td>
<td>137,916</td>
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<td>8,535</td>
<td>81,656</td>
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<td>Other Debt - Principal Repayment</td>
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<td>3,500</td>
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<td>Other Debt - Interest Expense</td>
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<td>Capital Expenditures</td>
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<td>114,394</td>
<td>613,130</td>
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<td>Advances on Joint Ownership Projects</td>
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<tr>
<td>Transfers to Segregated Funds</td>
<td>174,616</td>
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<td>174,616</td>
<td>291,685</td>
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<td>In Lieu and Ad Valorem Taxes</td>
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<td>121,275</td>
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<td>Sales Tax Remitted</td>
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<td>22,825</td>
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<td>Miscellaneous Cash Disbursements</td>
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<td>21,447</td>
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<td>655,877</td>
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<td><strong>Fund Balance End of Period</strong></td>
<td>$646,408</td>
<td>$1,401</td>
<td>$647,809</td>
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## Cash Position

### January 2023

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<th>($000)</th>
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<th>Association</th>
<th>Total</th>
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<tr>
<td><strong>Composition of Funds Balance</strong></td>
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<td>Cash and Cash Equivalents</td>
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<td>$186,580</td>
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<td>Other Temporary Investments</td>
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<td>Other Non-Current Investments</td>
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<td>General Fund</td>
<td>646,408</td>
<td>1,401</td>
<td>647,809</td>
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</table>

### Segregated Funds

- Electric System Debt Reserve Fund: 80,598
- Debt Service Fund: 27,711
- Rate Stabilization Fund: ---
- Nuclear Decommissioning Fund: 544,165
- Post-Retirement Benefits Fund: 1,086,839
- Construction Fund: ---
- RHCP Fund: 11,378
- HHCP Fund: 7,549
- SPRHCP Fund: 3,285
- Four Corners Mine Reclamation Trust: 12,043
- Other Special Funds: 624

Total Segregated Funds: $1,774,192
Organization

*Organization Category: Arts and Culture
Official Name: ARIZONA SCIENCE CENTER
*Legal Name: Arizona Science Center
*Address: 600 E. Washington St.
Address 2:
   *City: Phoenix
*State: Arizona
*Zip/Postal Code: 85004
*Main Telephone: 602-716-2000
*Main Email Address: stewartt@azscience.org
*Website Address: www.azscience.org
*Executive Director Name: Guy Labine
*Executive Director Phone Number: 602-716-2015
*Executive Director Email Address: labineg@azscience.org

Proposal

*Request Owner: Deana Perez
Request Source: External (Submitted 11/07/2022)
Proposal Type: General Grant Application
*Determination Status: Scheduled for Committee
Organization Category: Arts and Culture
Type of Request: Annual
Purpose: Operating Expenses
Project Title: Arizona Science Center's STEM Education Programs - Dogs! A Science Tail Exhibition Sponsorship, Girls in STEM Initiative, and Galaxy Gala 2023.

In-Kind Request?: No
Request Amount: $35,000.00
Requested Cash Amount: $35,000.00
Cash Recommended: $0.00
In-Kind Recommended: $0.00

Describe Mission/Geographic Impact:

The mission of Arizona Science Center (ASC) is to inspire, educate and engage curious minds through science. Using a hands-on approach to science exploration, ASC uses its 184,000 square feet of gallery space, over 300 hands-on exhibits, traveling exhibitions, live daily demonstrations, state-of-the-art giant screen theater, and planetarium to spark an interest in science among its visitors. Additional learning opportunities and services include professional development services for educators, community STEM outreach programs, afterschool STEM clubs, standards-aligned field trips, camps, public workshops, adult programming, CREATE makerspace and online learning resources, including CONNECT @ Arizona Science Center.

ASC serves over 800,000 adults, students, educators, and families through its on-site, virtual and statewide, off-site programs annually. This includes over 140,000 school children and teachers representing more than 100 cities and towns throughout Arizona who visit the Center on a school field trip, including more than 45,000 low-income youth who visit at no charge through our Focused Field Trips program. Responding to needs in the greater community, ASC offers an extensive selection of educational outreach programs, working on-site at schools, libraries, community centers, and partner organizations throughout the state to deliver impactful programs including STEM camps, Science on Wheels, Universe on Wheels, and CREATE on Wheels. Annually, our educational outreach programming reaches more than 60,000 youth and adults throughout Arizona, including rural areas and tribal nations. In addition, more than 5,000 educators participate each year in ASC’s professional development programs through the Freeport-McMoRan Foundation Center for Leadership in Learning.
Elevating STEM education and inspiring the next generation of innovators and world-changers is at the heart of ASC’s mission. ASC is dedicated to STEM education and creating a passion for science by offering visitors new and relevant access to science in ways that excite and delight.

Program/Project tie to SRP Goals:
ASC’s STEM Education Programs, including Dogs! A Science Tail exhibition sponsorship, Girls in STEM initiative, and Galaxy Gala, collectively align with SRP’s stated goals and objectives for Education to support learning programs that enrich our classrooms and encourage student success in the sciences through robust learning opportunities. ASC provides, and increases access to high-quality science, technology, engineering and math (STEM) education for students and teachers through a wide variety of STEM education programs onsite, online, and throughout the state. Moreover, a major driver behind our work is not only providing high-quality programming to all who seek it, but to help level the educational playing field for underrepresented children by providing free STEM education programs for them and professional development for teachers from Title I and rural schools.

Our role as a leading STEM education provider in Arizona has increased dramatically over the years in response to chronic budget cuts to public education and severe teacher shortages. Arizona teachers not only lack adequate funding for essential STEM education programs, but too many lack the competence and confidence to teach it well. It’s a serious challenge to preparing today’s youth for future STEM careers, and for Arizona companies to find the local talent they need.

Low-income students from Arizona’s 1,300 Title I schools typically have even less access to quality STEM learning. Many represent minorities from marginalized communities, with 80% or more who fall within the poverty level and receive free or reduced lunch through the National School Lunch Program. These socioeconomic realities often put them at a sizeable disadvantage. The disruption caused by COVID-19 only compounded these problems further, exposing the lack of resources in families and schools across the state, and recent test scores nationwide reflect the profound impact COVID-19 had on learning.

ASC works every day to help bridge these gaps by providing high-quality, essential STEM education for children, and to deliver free programming to Arizona’s disadvantaged students and professional development training for teachers.

Dogs! A Science Tail Exhibition Sponsorship
Opening in February 2023, ASC will be hosting a special traveling exhibition, Dogs! A Science Tail. Always a major draw for the Center, our featured, traveling exhibitions help foster a deeper interest in science, and immerse visitors in learning experiences that explore latest technologies, ancient artifacts and cultures, the vastness of space, unique animals, and so much more. Throughout the year, these special exhibitions also provide valuable opportunities for teachers to extend the learning experiences for their students beyond the classroom. During the exhibition run, visiting teachers will be provided free Educator Guides that not only help leverage the learning experience in the exhibition, but also offer pre- and post-visit activities and lessons for use in the classroom.

Girls in STEM Initiative
ASC’s Girls in STEM Initiative helps inspire girls in grades 4-8 to explore their full potential in STEM. During multiple programs in 2023, approximately 500 girls will collaborate with their peers to solve hands-on STEM-focused problems and connect with women in STEM careers who serve as volunteer mentors during the programs. As a result of these programs, participating girls will increase their knowledge of STEM, their awareness of STEM careers, and their interest in pursuing a STEM career.

Project/Program Description: ASC’s STEM Education project includes: Dogs! A Science Tail exhibition sponsorship, Girls in STEM initiative, and Galaxy Gala.

Dogs! A Science Tail exhibition sponsorship
Opening in February 2023, ASC is excited to present a new exhibition, Dogs! A Science Tail, a hands-on science exhibition that highlights the dynamic nature of the bond between humans and dogs. This fun and highly interactive exhibition allows guests to experience the extraordinary way that dogs see, hear, and smell the world. The exhibition will show how the ability to understand and communicate with each other lies at the heart of the unique relationship between humans and dogs, and what makes this one of the most successful interspecies partnerships of all time. Guests will be able to explore the world from a dog’s perspective through a variety of hands-on exhibits. Experiences will range from listening to hidden sounds that dogs can hear but humans can’t, excavating replicas of actual fossils to determine if they belong to wolves or dogs, walking a dog through an interactive neighborhood to understand how pets strengthen the community, or testing your pop-culture knowledge during a game of “Jeopawdy!” based on the show Jeopardy! Visitors will also have the opportunity to share personal photos and stories of their dogs on a photo wall.

School groups on field trips will be able to add on this unique experience, and teachers will receive a free Educator Guide for the exhibition, including hands-on activities aligned with Arizona Science Standards. The goals of our traveling exhibitions include: 1. Bringing new and relevant content several times a year to the Arizona community and encouraging visitors to approach new phenomena and ideas with a fresh perspective and 2. Providing an opportunity to attract and engage new audiences with ASC. The exhibition will be on view from February -- April 2023. SRP will be recognized as a local sponsor and will be included in all marketing elements related to the exhibition.

Girls in STEM Initiative

Reports show that despite the growing dominance of STEM in today’s business world, women still make up less than 30% of all STEM careers. Tapping into and building confidence in STEM starts early, and is why nurturing girls’ interests in STEM is so important during their formative years. Driven to help meet this need, ASC launched our Girls in STEM Initiative to give girls multiple opportunities to explore their abilities and meet female mentors. Throughout the year during weekend programs and special events, hundreds of girls in grades 4-8 learn about and apply STEM through hands-on activities, collaborative problem-solving, and team challenges, focused on themes including coding, robotics, chemistry, engineering, sustainability, finance, and more. Girls also learn about STEM careers and educational pathways from professional women in STEM-related industries who serve as mentors.

As we look to 2023, ASC is planning numerous Girls in STEM programs with a variety of exciting themes to engage and inspire girls in meaningful STEM learning. A projected 25-50 girls will attend each program.

Galaxy Gala

ASC’s signature annual event, Galaxy Gala, offers guests the opportunity to experience first-hand the interactive exhibits of the Center while also providing critical support for our mission to inspire, educate and engage curious minds through science.

Our 2023 Galaxy Gala will feature the opening of our newest exhibition, Dogs! A Science Tail. Galaxy Gala proceeds will benefit the Center’s STEM education programs that help shape tomorrow’s innovators and leaders in science, technology, engineering, and math.

Program Metrics: Boys! A Science Tail will allow all students, teachers, adults, families and tourists an opportunity to explore the dynamic nature of the bond between humans and dogs. The highly interactive exhibition will allow guests to experience the extraordinary way that dogs see, hear, and smell the world. The exhibition will show how the ability to understand and communicate with each other lies at the heart of the unique relationship between humans and dogs, and what makes this one of the most successful interspecies partnerships of all time. The exhibition will be on view from February 5 -- April 30, 2023. Overall attendance is projected at 35,000 adults, children, teachers and students from all communities of Arizona and out-of-state visitors.

Girls in STEM Initiative
Our Girls in STEM Initiative is designed and projected to impact approximately 500 girls in grades 4-8 during the 2023 calendar year. At each event, an average of 25-50 girls in 4th-8th grade collaborate with their peers to solve STEM-related problems and connect with women in STEM careers who serve as volunteer mentors during the program. Events are typically held on a Saturday, and run from 8am-12pm. Participants primarily come from cities within Maricopa County, but some live in surrounding counties as well.

**Intended Use of SRP Funds:**

**Dogs! A Science Tail Exhibition**

Sponsorship funding from SRP will be used to help underwrite all elements needed to bring the exhibition to Arizona and maintain it while at ASC. Expenses include travel, exhibition shipping, installation, maintenance, staffing and equipment.

**Girls in STEM Initiative**

Funding from SRP will be used to help support all elements needed to deliver Girls in STEM events including curriculum development, promotional materials, personnel, printing, activity supplies, and refreshments.

**Galaxy Gala**

Funds from SRP will be used to support our Galaxy Gala 2023 event and table sponsorship for 10 guests.

**SRP Sponsorship Benefits:**

**Dogs! A Science Tail Exhibition**

* Logo and/or company name on marketing elements related to Dogs! A Science Tail exhibition including marketing/collateral, external banner and signage, offsite promotional collateral and online.
* Prominent display of logo and/or company name at Dogs! A Science Tail exhibition entry.
* 50 complimentary Dogs! A Science Tail VIP Passes for use at any time during the exhibition run (provided prior to opening day).
* 25 complimentary General Admission passes (valued at $21.95 each) for use for one year.
* One Employee Appreciation Weekend at Arizona Science Center hosted by your organization that entitles your employees and up to four guests to Arizona Science Center.
* A staff-led tour of Dogs! A Science Tail exhibition for up to 20 guests.

**Girls in STEM**

* Logo or company name on all marketing elements related to Girls in STEM including: marketing/collateral, flyers, signage, social media, web and email (100,000+ email list).
* Opportunity to provide a take-away in the Girls in STEM event swag bag.
* Volunteer opportunities for SRP staff.

**GALAXY GALA**

* Table for 10 guests at Galaxy Gala event, February 4, 2023.
* Name and/or logo placement on Galaxy Gala 2023 website, program materials and event materials.

**Added Visibility and Benefits**

* Recognition at the $25,000 -- 49,999 level on our plasma screen donor board in the Science Center’s lobby.
* Recognition at the $25,000 -- 49,999 level on pre-show slides in the Science Center’s Irene P. Flinn Giant Screen Theater and Dorrance Planetarium.
* Recognition at the $25,000 -- 49,999 level on the Donor page on the Science Center’s website.
* 50 complimentary General Admission passes for SRP employees and/or clients (Fair Market Value: $1,097.50).
*Two complimentary President's Club memberships at the Discoverer level (Fair Market Value: $3,000).

*One employee appreciation weekend at the Science Center, including complimentary General Admission for SRP employees and up to four guests (Fair Market Value for estimated 400 visitors: $8,780).

*Year-long employee discounts: $2 off general admission and $10 off memberships (not to be included with other offers or discounts).

*Opportunities to offer special discount promotions for SRP customers, including $10 discount on individual memberships to the Center and $2 discount off general admission.

*One complimentary facility rental (excludes catering, rentals, theater/planetarium and special ticketed exhibitions) (Fair Market Value: $7,000).

*Year-long 5% discount on additional Science Center facility rentals (excludes catering, equipment rentals and special ticketed engagements).

*Invitations to special events and networking breakfasts.

*Special invitations to preview new feature exhibitions and films.

*Private tour of Arizona Science Center and CREATE for 20 SRP employees and/or clients.

*Opportunities for staff/key stakeholders to experience Arizona Science Center "behind-the-scenes."

**Other Sources of Funding:**

Given the growing need and demand for our STEM education programs and onsite learning experiences, ASC works to ensure their sustainability each year through a solid base of funding from a wide range of individual donors and corporate and foundation partners, along with earned revenue.

**Similar Organizations:**

While there are a handful of other organizations in Arizona who provide STEM education programs for K-12 students, what sets ASC apart is the depth and variety of programming we offer, along with our capacity to bring our programs to every corner of the state. From our standards-aligned educational field trips and Camp Innovation programs, to our Girls in STEM Initiative, Science on Wheels outreach, virtual learning programs and more, ASC offers a unique and robust selection of learning opportunities designed to fit individual needs. Moreover, our Learning Team talent brings years of experience to each program, inspiring and engaging students in hands-on learning while modeling best teaching practices for teachers. Finally, ASC has built solid, lasting relationships with thousands of teachers, schools, school districts, libraries, community centers, and other nonprofits over the years to deliver our programs. This trust and confidence in the quality of our work and programming is why our programs are requested again year after year, decade after decade. All of this combined has helped position ASC as a leading STEM education provider throughout Arizona and a reliable, effective partner in helping to positively impact the next generation.

**Letter Signer & Title:**

Andrea Moreno, Manager, Community Outreach

**Internal Comments:**

Sponsor the Dogs! A Science Tail Exhibition ($25,000); Operating support for Gils in STEM ($5,000); Sponsor Galaxy Gala ($5,000).

**Attachments**

- **In-Kind Supporting Documentation:**
  - Sponsorship Packet: Arizona Science Center_SRP FY23 Opportunities 11-7-22.pdf
  - Current Year Budget: Arizona Science Center_FY2023 Agency Budget Overview.pdf
  - Last Year's Budget: FY2022 Agency Budget FINAL.pdf
  - Program Budget: Arizona Science Center_SRP_Grant Application_Program Budget_FY23.pdf
  - Audited Financial Statements: Arizona Science Center_Audited Financial Statement FY21 FINAL.pdf
  - Board of Directors Listing: ASC_BOT Name and Company_September 2022.pdf
### List of Corporate Contributors:
ASC Corporate and Foundation Annual Contributors 11.3.2022.pdf

### Additional Attachment (1):

### Additional Attachment (2):

### Signed Letter & Non PO Payment Form:
Number of Events: 1

### Event One

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<th>Event 1 Event Name</th>
<th>Galaxy Gala</th>
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<td></td>
<td>600 E. Washington St.</td>
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<td></td>
<td>Phoenix, AZ 85004</td>
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<td>Welcome cocktail reception and tour of Dogs! A Science Tail exhibition, followed by a formal dinner and after party.</td>
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<td>Event 1 Net Proceeds Previous Year</td>
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BOARD OF TRUSTEES

LIFETIME TRUSTEES
Drew Brown
Michael DeBell
Jacquie Dorrance
B.J. Freeman
Hazel A. Hare*
Tom Innes*
G. Douglas Young

CURRENT TRUSTEES
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Ron Butler
Partner, Ernst & Young
Chris Campbell
Senior Director of Grid Modernization Services Salt River Project
Chuck Carefoot
President, Southwest Region Ryan Companies
Andrew R. Christensen
General Counsel Outlier
Jason J. Coachworthy
Chief Executive Officer Ursia Communications
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Corbin Financial, Inc.
Michael DeBell
Executive Vice President DMB Associates, Inc.
Stacy Derstine
Vice President, External Affairs Pinnacle West Capital Corporation/APS
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Vice President & Phoenix Regional Manager, Burns & McDonnell
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B.J. Freeman
Community Leader
Sue Glawe
Community Leader
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President & CEO, Arizona Diamondbacks
Angie Harmon
Regional Manager, Social Responsibility and Community Development, FreportMcMoran
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Managing Director J.P. Morgan Chase
Dave A. Howell, Jr.
Director State Government Relations, Wells Fargo Bank Arizona
Heidi Jannenga
Co-Founder & Chief Clinical Officer, WebPT
Howard Katz
Retired, Goldman Sachs
Guy Labine
The Hazel A. Hare President & CEO, Arizona Science Center
Rick Naimark
Associate Vice President for Program Development Planning Arizona State University
Tucker Quayle
Managing Director, Quayle & Associates
Jane Roig
Community Leader
Bryan Saba
Retired, Accenture
Peter Crellin Smith
Financial Advisor, Vice President Ameriprise Financial
Rowan P. Smith
Partner, Messner Reeves LLP
Ginger Spencer
Deputy City Manager City of Phoenix
Cheryl Stadlman
Technical Assistant to Americas Manufacturing Region, Intel Corporation
Miesha Stout
President Universal Laser Systems
David Tedesco
Founder and CEO Outlier
Anita Moryadas Theisen
Mercedes-Benz of Scottsdale & Mercedes-Benz of Arrowhead
John Trujillo
Retired, City of Phoenix
Randy Voigt
Portfolio Manager
Melani Walton
Community Leader
Shayna Fernandez Watts
Partner Fernandez Watts Law, P.L.L.C.
John C. West
Partner Lewis Roca Rothgerber Christie
Connie Wilhelm
Executive Director, Home Builders Association of Central Arizona
Peter A. Woog
Retired
G. Douglas Young
Managing Director, Wilcap LLC
Steven G. Zylstra
President & CEO Arizona Technology Council

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Kate Gallego
Mayor, City of Phoenix

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G. Kent Burnett*
S. David Colton
Lyn Fairfax
David S. Hanna
Peter M. Hayes
C. Dennis Knight
Pearle Wisotsky Marr
Hamilton “Ham” E. McRae, III *
Michael Mueller
Dionne Najafi
F. Francis Najafi
Mark Pendleton
Todd Rovelstad
Stephen M. Savage

*Deceased
Organization

*Organization Category: Basic Needs
*Official Name: MESA UNITED WAY INC
*Legal Name: Mesa United Way - Foster360
*Address: 137 E University Dr
  Address 2:
    *City: Mesa
    *State: Arizona
*Zip/Postal Code: 85201
*Main Telephone: 4808342119
*Main Email Address: gloria.vasquez@mesaunitedway.org
*Website Address: www.mesaunitedway.org
*Executive Director Name: Mark Young
*Executive Director Phone Number: 480-363.2346
*Executive Director Email Address: mark.young@mesaunitedway.org

Proposal

*Request Owner: Verenise Munoz
Request Source: External (Submitted 01/24/2023)
Proposal Type: General Grant Application
*Determination Status: Ready for Two Week
Organization Category: Basic Needs
Type of Request: Annual
  Purpose: Sponsorship of Event
  Project Title: Foster360 Program for Homeless Foster Youth
  In-Kind Request?: No
  Request Amount: $100,000.00
  Requested Cash Amount: $100,000.00
  Cash Recommended: 
  In-Kind Recommended: 
Describe Mission/Geographic Impact:
  Mission: To fight for the health, education and financial stability of every person in our community.
  Annual/Geographic Impact: On an annual basis, Mesa United Way provides support to thousands of community members through partnerships with different nonprofits and community organizations.
  Mesa United Way also manages the following programs and ensures the community is being served.
  Veteran Resources -- The Mesa Veterans Resource Center, founded in 2017, serves an average of 1,500 Veterans annually. Veterans are matched with resources in the community, such as benefits claims assistance, workforce development and job training, financial education and much more. While the primary focus of MVRC is to be a one-stop-shop for community resources, the next fiscal year will focus on further understanding needs of the Veteran community. Through a partnership with the Department of Veteran Affairs and AmeriCorps, client outcomes will be further tracked. These new methods will assist MVRC staff with continuing to build MVRC’s partnerships and future.
Tax Preparation & Financial Stability -- Mesa United Way has managed the VITA (Volunteer Income Tax Assistance) Program, which serves individuals that are seeking to file their taxes at no cost. Partnerships with the City of Mesa and City of Chandler has proved to be imperative to the success of the 15 operating VITA sites in the Valley. While there are other VITA sites around the Valley, the Mesa United Way VITA sites are the only in the State of Arizona that operate year-round. During the 2022 tax season, more than $6 million dollars of returns were filed and received by lower income individuals. Tax returns received are life changing for clients and allow them the opportunity to pay medical bills, purchase transportation or even start a business. In the 2023 tax season, the goal is to continue increasing the number of returns provided to low-income individuals in the community.

Literacy -- The importance of a child reading at grade level is immense. Studies have shown that children that are not reading by 3rd grade are more likely to not graduate from high school and more likely to be incarcerated. 12Books is an initiative created to assist children in Tier 1 schools with access and reading books. In the previous fiscal year, more than 2,000 books were distributed to 3rd graders. Program measurements showed an increase in reading enjoyment and an increase in test scores.

Foster Care Children - After being removed from their homes, foster care children typically find themselves with few to no possessions. To assist with the transition and to assist foster care families with the expense of clothing, toys and toiletries, Helen's Hope Chest was created. More than 100,000 units of clothing and other essential items were distributed last fiscal year, and that number continues to increase. Foster children are able to shop in a boutique like setting and choose five outfits of their liking. This format creates an atmosphere of dignity and support to the child.

Program/Project tie to SRP Goals:
Foster360 provides opportunities for basic needs to youth that have aged out of the foster care system. After aging out of the foster care system, these youth find themselves without adequate housing, nutrition and job opportunities. By providing the basic need of housing, homelessness is prevented for this population.

Project/Program Description:
Foster360 provides opportunities for basic needs to youth that have aged out of the foster care system. After aging out of the foster care system, these youth find themselves without adequate housing, nutrition and job opportunities. By providing the basic need of housing, homelessness is prevented for this population.

Foster360 is a wrap-around program dedicated to serving young adults that have few options for success after the age of 18. Not only are these individuals provided a safe home, but they also receive trauma informed counseling, and take part in a program that is community-centric and compassionate. Many residents of Culver Campus (the seven-unit Foster360 housing development) have been victims of traumatic brain injuries and extreme abuse and violence. Through a partnership with Barrow Neurological Institute, these young adults receive care to overcome trauma and realize their self-worth. The trauma informed care model, practiced by Foster360, focuses on identifying and addressing the roots of trauma. Residents are reporting that their anxiety and panic have dramatically decreased, and they are better able to function and complete daily tasks successfully. Every resident of Foster360 must attend school or be employed full-time. Homeless foster care youth traditionally have a high school graduation rate of just 42% and a higher education completion rate of less than 3%. To date, three Foster360 residents have started certifications/schooling for the first time, with all three being the first in their families to do so.

In 2023, a second housing development will be created to house additional youth that find themselves homeless due to the inadequacies of the foster care system. The outcomes of these residents will continue to be measured and will demonstrate the increase in self-worth and desire for success, while decreasing the impact of childhood trauma.

Through Foster360’s six core values, homeless foster care youth are able to be served.

Passion -- We show up with passion, dedication, and commitment to our mission every single day.

Community -- We are committed to creating an environment of belonging, safety, and collection transformation for every resident regardless of where they are in their personal journey.
Sustainability -- We want Foster360 to be the last program our residents ever participate in and the last time they will ever be housing and food insecure.

Service -- We pledge to humbly serve our mission by putting our own biases and perspectives aside and by continuously educating ourselves on what our residents true needs are with an intention to always act for their highest good.

Tenacity -- We don't give up on our residents, we go the extra mile to help them rewrite their stories and future.

Excellence -- We pledge to continuously deliver high quality services to our residents by meeting them where they are in their journey and providing them with all the opportunities required to thrive in life.

Foster360 is dedicated to continue serving young adults that have been in the foster care system, and ensure they have opportunities for success. Through programs such as Foster360, the cycle of generational poverty will be interrupted.

Program Metrics:
The Foster360 program focuses on providing individualized care to aging out foster care youth. The existing location houses 8 youth, and the new property, Pepper Place, will house 10 additional youth. The expectation will be to continue providing specialized treatment from the Barrow Neurological Institute and tracking decreases in anxiety, and successes in education, employment and ability to manage day-to-day tasks.

Intended Use of SRP Funds:
SRP funds will assist with supporting the Foster360 fund. This fund will contribute to overall program management and expansion into its new location, Pepper Place. The new location will assist with further serving homeless youth that have exited the foster care system.

SRP Sponsorship Benefits:
SRP would receive multiple benefits as part of the sponsorship/contribution to Mesa United Way. The benefits would include logos, speaker opportunities and volunteer opportunities. At this time, due dates and asset specifications are to be determined.

Other Sources of Funding:
The following partnerships exist to ensure successful growth and execution of the Foster360 program:
- Barrow Neurological Institute - assist with treatment of Traumatic Brain Injuries.
- Arizona Children's Association - assist with referrals of foster care youth that have aged out of the foster care system.
- Community Thrives - $50,000 support to assist with opening and operating second location

The following funding sources are received by Foster360:

Similar Organizations:
Foster360 is a cutting-edge program and there are no regional or local organizations specifically dedicated to assisting homeless aging out foster youth.

Letter Signer & Title:
Andrea Moreno, Manager, Community Outreach

Internal Comments:
Sponsor the Mesa United Way - Foster360's Pepper Place Grand Opening Celebration on 04/01/2023

Attachments
In-Kind Supporting Documentation:
- Current Year Budget: MUW Sponsorship Package - 2023.pdf, FY23 MUW BUDGET.pdf
- Last Year's Budget: FY22 MUW Consolidated Budget.pdf
- Program Budget: FY22-23 Budget-Revenue vs. Expenditure with Mesa - December 2022.pdf
- Additional Attachment (1):
- Additional Attachment (2):
- Signed Letter & Non PO Payment Form:

Event One
Event 1 Event Name: Pepper Place Grand Opening Celebration
Event 1 Date: 04/01/2023
Event 1 Location: Current plans for our Pepper Place Grand Opening Celebration are tentative, but will be shared once determined.
Event 1 Number of Attendees: 15
Event 1 Cash Requested: 5000
Event 1 In-Kind Requested: 0
Event 1 Other Event Info: Invitees will have the opportunity to tour the new campus and meet staff members that manage the Foster360 program.
SRP Volunteer Opportunities? 1: Yes
Event 1 Net Proceeds Previous Year: $0.00
Event 1 Other Event Sponsors: No
Event 1 Promo Booth: Yes
MESA UNITED WAY BOARD OF DIRECTORS

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Jake Pinholster
Herberger Institute for Design and the Arts, ASU

Rodgers Wilson
Cigna

Andrew Sarat
CMC Steel

Laura Snow
Banner Health

Lynn Westergard
BKD: Schmidt-Westergard
Organization

*Organization Category: Education
Official Name: MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION
*Legal Name: Maricopa Community Colleges Foundation
*Address: 2419 W 14th St.
   Address 2:
   *City: Tempe
   *State: Arizona
*Zip/Postal Code: 85281-6919
*Main Telephone: 480-731-8400
*Main Email Address: foundationgrants@domail.maricopa.edu
*Website Address: http://mccddf.org
*Executive Director Name: Brian Spicker
*Executive Director Phone Number: 480-731-8098
*Executive Director Email Address: Brian.Spicker@DOMail.Maricopa.edu

Proposal

*Request Owner: Verenise Munoz
Request Source: External (Submitted 01/05/2023)
Proposal Type: General Grant Application
*Determination Status: Scheduled for Committee
Organization Category: Education
Type of Request: Annual
   Purpose: Sponsorship of Event
Project Title: Sponsorships and STEM Program Support
In-Kind Request?: No
Request Amount: $52,520.00
Requested Cash Amount: $52,520.00
Cash Recommended:  
In-Kind Recommended:  
Describe Mission/Geographic Impact:

The Maricopa County Community Colleges District Foundation (MCCF) was established in 1977 as the 501(c)(3) nonprofit organization designated by the Maricopa County Community College District (MCCCD) to receive and manage gifts and grants on behalf of its 10 colleges. MCCF has a GuideStar Platinum level Seal of Transparency.

Our goal is student success. We achieve this goal by working with MCCCD to offer wrap-around support services (including emergency food, transportation and housing assistance) to remove barriers to higher education. To that end, MCCF actively seeks gifts and grants from a variety of private sources including individuals, corporations, and private foundations. MCCF has a VISION that everyone has the opportunity to improve their lives through education. MCCF works to fulfill this vision with its MISSION to boldly impact the community through innovative and strategic partnerships for the growth and benefit of the Maricopa Community Colleges, its students, faculty, and staff.

Awarding scholarships is the most rewarding work that we do and the Foundation has awarded more than $41 million in scholarships to deserving students.

The Maricopa County Community Colleges District (MCCCD), established in 1962, is dedicated to educational excellence and to meeting the needs of Maricopa County citizens and businesses. MCCCD consists of 10 independently accredited colleges, two skill centers, a corporate college, two college prep high schools, and centers and satellite locations. MCCCD provides personalized education opportunities to over 100,000 students each year, and has special transfer partnerships with more than 40 institutions, including the three public universities. We focus on career readiness to help today's students achieve their academic goals and successfully gain employment.

In the most recent economic impact study conducted for the fiscal year 2016-17, MCCCD added $7.2 billion in income and 96,209 jobs to the Maricopa County economy, the equivalent of 3% of the total gross regional product of Maricopa County.
Program/Project tie to SRP Goals: We value SRP's annual partnership in fulfilling our mutual objectives to help our future workforce grow through programs that focus on STEM education, job-readiness and employment skills.

Like SRP, our programs aim to make the community a better place by developing the leaders of tomorrow and improving the local economy by providing local industry with a well-trained talent pipeline.

MCCCD programs and partnerships reach students in the K-12 systems to increase high school graduation rates, college readiness, and successful entry into community college and 4-year universities.

Local industry partnerships serve to inform curriculum, provide meaningful internships, employment skills and job-readiness activities, and promote equity in opportunity through scholarships and other support of low income and underserved student populations.

Project/Program Description:

Project/Program Description: Descriptions and goals for the following

1) 2023 Be A Student's Hero
The third annual "Be a Student's Hero" is a Virtual Day of Giving in collaboration with the 10 colleges within the Maricopa County Community College District. The goal of the March 24, 2023 event is to raise $200,000 to support students in need whether it's for access to technology, school supplies or basic needs such as rent, food or transportation. The week of the event, March 20-24, we build public awareness on social media while our 10 colleges and the Foundation raise money for students.

2) 2023 Heroes of Education
The Heroes of Education on November 16, 2023 will recognize champions of education in Arizona at a high-profile event at the Phoenix Art Museum. Two main awards are given, one to an Individual and the other a corporation, honoring those who have a proven personal and professional commitment to supporting students and education. Additionally, 10 College Heroes will be honored virtually during the evening, representing each of the Maricopa Community Colleges.

3) 2023 Girls Get IT (GGIT)
Tentative date of 1st week in Nov. 2023
The goal of the annual Girls Get IT event at Maricopa Community Colleges is to introduce students, primarily from Title 1 schools across the East Valley, to the many career possibilities in the field of Information Technology (IT). Through interactive workshops, attendees learn about emerging technologies and the full range of educational programs and in-demand professional opportunities available in IT, including cybersecurity, artificial intelligence, web application design, object-oriented software development and more.

As an example, this year’s keynote speaker was Geoscientist, explorer, space artist, and astronaut Dr. Sian Proctor. Thereafter, in a series of workshops, participants will use Alice, an innovative, block-based programming environment to design, code and debug an interactive, 3D fantasy world. In another workshop, attendees will learn about Balsamiq, an industry standard wireframing and mockup tool with a high focus on user experience (UX) and will walk away with an understanding of how web developers start the design and UX process of building a website.

In addition to approximately 250 student participants, more than 50 professional women, including software engineers, web designers, program developers and data analysts, provide insight, through their own lived experiences and encouragement to those considering a path in IT. The IT professionals engage in community-building conversations to further strengthen the talent pipeline for women in the field.

The cost for a college to host the annual Girls Get IT event is approximately $15,000.
Funds are used to secure a venue, transportation, meals, snacks, swag bags, T-shirts, marketing and promotional material, printing, furniture rental, and other event-related expenses. Faculty, staff and community volunteers donate their time to organize and execute the event.

SRP's generous support will be recognised in the 2023 event and its related marketing and promotional materials.

4) Fast Track Certificate Program
The Maricopa Community Colleges working with industry partners has developed Fast Track certifications to train students in relevant skills used in some of the hottest, in-demand jobs in Arizona allowing students the ability to step into vital jobs and be hired as quickly as possible.

The majority of the Fast Track certificates do not require previous coursework or requisites to register.

Over 80 Fast Track certifications are available in 5 Fields of Interest:
- Applied Technology (7 options in Automotive Repair)
- Behavioral Sciences & Human Services (11 options including Homeland Security and Law Enforcement)
- Business, Entrepreneurialism, and Management (7 options)
- Computer & Information Technology (23 options including Blockchain Technology and Network Admin.)
- Health Sciences (13 options including Electrocardiogram Technician and Nurse Assisting)
- Visual & Performing Arts (5 options)

Over 2,000 individuals have inquired about obtaining a Fast Track Certification with 1,744 applications received thus demonstrating a high demand for the program. Since the certificates are not eligible for Federal Financial Aid, there is a strong financial need as well.

Support of the Fast Track Certifications by SRP would provide tuition stipends for up to 40 students to complete a certification. Stipends range from $510 - $1,257 per student depending on credit hours needed to complete the certification.

Benefits:
- Get certified in 15 credit hours or less
- Be ready to work in months or weeks -- not years
- Add new certifications to become more skilled and in demand, increase workplace value and pay.

A recent polling within EMSI, showed that SRP has a need for positions in IT, accounting, data analytics, management, and project management related fast-track certifications.

Program Metrics:

2023 Be A Student's Hero Metrics
- Total amount raised
- Number of donors

2023 Heroes of Education Metrics
- Total amount raised.
- Number of attendees.

2023 Girls Get IT Metrics
- Target population: Primarily 250 female students from Title 1 schools in the East Valley
- Number of participants

2023 Fast Track Certificate Program Metrics
- Target population: Up to 40 students needing tuition stipends to access the program.
- Number of stipend recipients.
Number of certificates completed by stipend recipients.
Names of certificates completed
Curated collection of impact statements written by stipend recipients

**Intended Use of SRP Funds:** SRP funds will support:

- 2023 Be A Student’s Hero: $5,000 Event Sponsorship
- 2023 Heroes of Education: $5,000 Event Sponsorship
- 2023 Girls Get IT: Venue costs, transportation, food, swag bags, T-shirts, marketing and promotional material, printing, furniture rental, and other event expenses.
- 2023 Fast Track Certificate Program: Tuition stipends for up to 40 students.

4% fee Grant Administration: $2,020

**SRP Sponsorship Benefits:** Please provide the SRP logo by Feb. 24, 2023. Benefits:

- 2023 Be A Student’s Hero Sponsorship Benefits
  A Champion Level $5,000 includes SRP Logo placement on foundation website; Mention in Foundation Update newsletter (200,000+ distribution); Name in event press release.

- 2023 Heroes of Education Sponsorship Benefits
  A Copper Level Sponsorship of $5,000 includes SRP Logo/name on social media and website, video ad during event, logo featured at event, and 10 guest tickets.

- 2023 Girls Get IT support recognition
  SRP’s generous support of $15,000 will be recognised in the 2023 event and its related marketing and promotional materials.

- 2023 Fast Track Certificate Program support recognition
  Stipend Support of $25,500 for the Fast Track Certifications by SRP will be recognized in the marketing and promotional materials.

**Other Sources of Funding:** Requests for sponsorship support are in the initial stages, and will include: Arizona Chamber of Commerce and Industry, Arizona Community Foundation, Arizona Diamondbacks, Arizona Federal Credit Union, Arizona Public Service, Arizona Republic, Arizona State University Foundation, Arizona State University President’s Office, Atmosphere Commercial, Bank of America, Be A Leader Foundation, Blue Cross Blue Shield of Arizona, CampusWorks, Chicanos Por La Causa, Carstens Family Funds, Desert Diamond Casinos & Entertainment, DFDG Architecture, Freeport-McMoRan Copper & Gold Frd, Gensler, Gouldevans Canary, Grand Canyon University, Helios Education Foundation, Hensley Beverage Company, imagine Technology Group, Kitchell, KPMG, Lewis Roca Rothgerber Christie, Maricopa Colleges Faculty Foundation, McCarthy Building Companies Inc., MSS Business Transformation, Northern Trust, Off Madison Ave, LLC, Okland Construction Corporation, Phoenix College, Salt River Project, Scottsdale Community College, SmithGroup, State Farm, Steelcase Education, The Arizona Republic, Triadvocates, Vmware/carahsoft, Wells Fargo, and others.

**Similar Organizations:** MCCF is the only organization in the area that supports fundraising and scholarships for all ten Maricopa County Community Colleges and their students/programs.

**Letter Signer & Title:** Andrea Moreno, Manager, Community Outreach

**Internal Comments:** $5,000 Sponsor Be A Student’s Hero Event on March 24, 2023, $5,000 Sponsor Heroes of Education on November 16, 2023, $2,020 a 4% fee Grant Administration and Operational Support for 2023 Girls Get It Program and 2023 Fast Track Certificate Program

**Attachments**

- In-Kind Supporting Documentation: Sponsorship Packet: 2023 BASH and Heroes Sponsorship Sheets.pdf
- Current Year Budget: Financial Comparative Budget FY22-23.pdf
Event One

Event 1 Event Name: Be A Student's Hero
Event 1 Date: 03/24/2023
Event 1 Location: Online
Event 1 Number of Attendees: 485
Event 1 Cash Requested: 5000
Event 1 In-Kind Requested: 0
Event 1 Other Event Info: Virtual Event. The Maricopa Community Colleges Foundation and all ten Maricopa Community Colleges are coming together to meet a $200,000 District-wide goal in support of students, which allows us to help those who need it the most. Whether it's for access to technology, Wi-Fi, school supplies or basic needs such as rent, food or transportation, we will use this day to increase awareness and raise funds for students, so that they can focus on their education.

SRP Volunteer Opportunities? 1: Yes
Event 1 Net Proceeds Previous Year: $131,905.00
Event 1 Other Event Sponsors: Yes
Event 1 Other Sponsors and Dollar Amount: Rufus and Deborah Glasper $10,000
Lazear Capital $5,000
AZ Republic/AZCentral, $5,000
Requests for sponsorship support are in the initial stages.

Event 1 Promo Booth: No

Event Two

Event 2 Event Name: Heroes of Education
Event 2 Date: 11/16/2023
Event 2 Location: Phoenix Art Museum
Event 2 Number of Attendees: 500
Event 2 Cash Requested: 5000
Event 2 In-Kind Requested: 0
Event 2 Other Event Info: Individual hero: Mark Gaspers, The Boeing Company
Corporate Hero: TBA
Event Chairs:
Stephanie Hertzberg, Maricopa Community Colleges Foundation Board Chair, and Executive Director Development & Strategy, Kitchell.
Susan Bitter-Smith, President, Technical Solutions, and MCCCD Governing Board Member
Other details in development.

SRP Volunteer Opportunities? 2: Yes
Event 2 Net Proceeds Previous Year: $325,000.00
Event 2 Other Event Sponsors: Yes
Event 2 Other Sponsors and Dollar Amount: We've just secured the venue. Solicitations for the Nov. 16, 2023 event will commence once marketing materials are finalized.

Event 2 Promo Booth: No
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<thead>
<tr>
<th>Name</th>
<th>Title/Role</th>
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<tbody>
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<td>Copper Hill Strategies</td>
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<tr>
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<tr>
<td>David Drennon</td>
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<td>Dr. Rey Rivera</td>
<td>President</td>
<td>Estrella Mountain Community College 3000 N Dysart Rd., Avondale, AZ 85392</td>
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<td>Wendy Valenzuela</td>
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<td>Barry Woodbrey</td>
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</tbody>
</table>
Arizona Project WET (APW) develops water stewardship and science, technology, engineering and mathematics (STEM) literacy by providing teacher professional development that evolves instructional practice and deepens content knowledge, direct student outreach that delivers or extends classroom learning, and community engagement. For over two decades, APW has delivered effective teacher professional development that impacts instructional practice and the ability to teach water and environment-related content. APW is a statewide organization run through the University of Arizona’s (UA) Cooperative Extension network. The geographic impact of this program will include the entire Salt River Project (SRP) service impact area. APW’s work is supported by UA and UA Foundation. The mission of the UA is to build a better Arizona through access, quality, and discovery. The UA Foundation builds relationships secures philanthropic support, and stewards assets solely to advance the University. The UA Foundation’s services support exemplary UA projects.

Arizona Project WET reaches approximately 12,000 students in SRP’s service area (throughout Maricopa and Pinal Counties) directly through Arizona Water Festivals, field experiences, and in classroom presentations. Additionally, we reach 200 teachers each year, who then multiply our efforts by reaching another 15,000 students.

Program/Project tie to SRP Goals:
APW’s mission is STEM literacy so our programs will increase the quality of math and science education provided to students in grades K-12 through development of highly qualified teachers and applied STEM learning programs. Through multi-day academies and workshops, APW will prepare teachers to better equip students for higher education by encouraging student success in physical science, engineering, or environmental science through exploration, inquiry, and access to technology. In this way, we will help to develop job readiness and employment skills in students as they move through the K-12 spectrum. Finally, we will assist educators in implementing programs that highlight the wise use of water as an important resource.
Project/Program Description:

It is vital that all people understand their limited and interconnected water resources from a local, regional, and global perspective in addition to the factors that affect its dependability and sustainability. APW programs use the unifying theme of water to educate teachers and students while bringing relevance and real-world applications to STEM learning. Programs include: 1) teacher professional development that evolves instructional practice and deepens content knowledge; and 2) direct student outreach that delivers or extends classroom learning.

Through APW programs, teachers evolve their instructional practices and students learn new knowledge and skills. As educators, the Arizona Project WET team emphasizes evaluating learner outcomes in all our work. Our goal is for all participants to experience knowledge gain about the relevant topic of water and build on their understanding of water stewardship. APW uses multiple indicators of achievement including surveys, questionnaires, rubrics, observation forms, and accounting of relevant numbers. Listed below are the goals and expected outcomes for each component and a description of the assessment items used.

I. SRP STEM Academy

*Goal - Evolve teachers’ instructional practice and water-related content mastery through STEM integration, student-directed learning, real-world and relevant application, and collaborative work. Deepen teachers’ understanding of SRP’s complex yet invaluable water distribution system which provides approximately 50% of the Phoenix metropolitan area’s water supply. Provide vehicles for teachers to engage students in STEM learning focused on SRP.

*Outcomes -- Upon completion of the Academy, teachers will have the resources to utilize SRP’s operations and systems as examples of real-world STEM application. The Academy will deepen their content knowledge of water management in Arizona. Throughout the Academy, teachers will learn about STEM careers and engineering design principles having to do with the SRP system. APW Teacher Academies use three-dimensional instruction, mandated in the Arizona Science Standards (adopted October 2018).

*Assessment - Pre- and post-Academy self-assessments are used to determine gains in knowledge and skills by the teachers attending the Academy. On the topic of Deriving lessons from the story of how the SRP developed over the past 100 years by: relating past objectives and challenges to modern ones and comparing & contrasting historical and present water management, a 170% knowledge gain was measured last year. A 149% knowledge gain was measured on the topic of Constructing explanations and designing solutions for the management of the Verde and Salt Watersheds. Of all participating teachers, 100% agree or strongly agree that the workshop activities were relevant and improved my knowledge.

II. Multi-day Academies

*Goal - Teachers will evolve their instructional practice and build water-related content mastery through STEM integration, student-directed learning, real-world and relevant application, and assists in the assimilation of the new Arizona Science Standards all through collaborative work.

*Outcomes - Upon completion of an Academy, teachers will have the resources to: use water as a theme to develop STEM literacy; evolve instructional practice and deepen content knowledge; and use the inquiry process to encourage problem solving and critical thinking. As a result of our Academies, students will think critically, gain deeper understanding, and evaluate, prioritize, and apply knowledge to find solutions. APW Teacher Academies use three-dimensional instruction, mandated in the Arizona Science Standards (adopted October 2018).

*Assessment - Teachers who attend academies are given pre- and post-academy surveys from which we calculate knowledge gain, not only on content but on teaching strategies and skills as well. Aqua STEM Academy participants recorded the following gains: 1) Making relationships between the Urban Heat Index and the natural and built environment (128% gain); 2) Making claims based upon evidence about Arizona’s weather and climate (122% gain); 3) The engineering differences between the SRP and CAP water supply systems (100% gain); and 4) How water, as matter, cycles through an ecosystem (103% gain).

III. Participating Teacher Support

A. WSI: Water Scene Investigation
*Goal -- Students become aware of their own water use and how they can save water and communicate that learning to their families. Families become more aware of water efficient technologies available to them and an ethic of water stewardship is spread.

*Outcomes -- Students learn new knowledge and skills and apply their knowledge in a take-home assignment. They install water efficient devices and quantify both water use and savings at bathroom faucets. They enter their data online and compare their water savings with other users, a practice that can inspire behavior change.

*Assessment -- Students take program pre and post assessments to assess their water conservation knowledge gain. Additionally, completing the water savings worksheet and reporting their data is also an effective measure of learning. In previous assessments, 9,877 students in the SRP service impact area have changed aerators in their homes and have saved a projected 23,175,590 gallons of water annually as a result. Of the students participating in a WSI, 94% agreed that learning about water is very or extremely important, 96% correctly selected the best definition for technology, and 88% agreed that the WSI program is a good class project or one of the best class projects ever. Of their teachers, 100% strongly agreed there is great value in incorporating this project-based learning activity that integrates subject area content into their instruction.

B. Aqua STEM Program

*Goal -- Students learn to make distinctions, explore part-whole systems, identify relationships, and develop perspectives which assist them in developing a framing for thinking through their own ideas, especially as it pertains to our sustainable water future.

*Outcomes -- Students will use STEM skills and thinking to: 1) analyze role in the hydrologic cycle of the southwest and construct explanations about and design solutions for Arizona's water resource challenges; and/or 2) explore Arizona's amazing riparian areas and investigate through scientific investigation the health of system utilizing data collection tools, some of which they engineered themselves.

*Assessment -- Classroom presentations include pre and post assessment to demonstrate learning gains. Other tools, such as scientific skills certifications and student work products are also evaluated to assess learning. Groundwater presentation learning gains: average 72% knowledge gain about general groundwater principals with a 133% gain specifically on learning that we pump groundwater as a major source of drinking water.

Program Metrics:
- SRP Academy 30 teachers impacting approximately 900 students
- Multi-day Academies 45 teachers impacting approximately 4,600 students
- Arizona Water Festivals 6 Water Festivals impacting approximately 7,200 students
- In Classroom Presentations 127 classes impacting approximately 6,240 students
- Total 262 teachers 18,940 students

Intended Use of SRP Funds:
- I. Five-Day STEM Academy
  - Objectives:
    - *Evolve teachers' instructional practice and water-related content mastery through STEM integration, student-directed learning, real-world and relevant application, and collaborative work.
    - *Deepen teachers' understanding of SRP’s complex yet invaluable water distribution system which provides approximately 50% of the Phoenix metropolitan area's water supply.
    - *Provide vehicles for teachers to engage students in STEM learning that is aligned with the Arizona Science Standards and focused on SRP-related systems.
The 5-day STEM Academy, delivered by two APW facilitators, will provide an immersion into SRP’s systems and operations offering real-world STEM application through tours, presentations, modeling of activities from Project WET’s world-renowned curriculum guides and deepening content knowledge on water management in Arizona. A digital presentation drives professional development, offering investigative phenomena questions to drive objective-driven inquiry, thinking and discussion prompts, visuals of all types, videos, and lesson instructions. Each day’s presentation materials will be made available to teachers following the academy. Collaborative learning structures which improve learning and communication skills (speaking and listening) will also be incorporated.

The Academy will engage 30 third through eighth grade teachers (with a preference given to school teams) from the SRP service impact area and will occur from June 19 - 23, 2023. STEM careers and engineering design principles having to do with the SRP system will be woven throughout the Academy’s materials. Teachers will capture daily experiences and document evidence (data), claims, and reasoning. They will complete daily homework assignments which will include reflection on the day’s learning, a summary of salient ideas, and a synthesis of all concepts in preparation for their end of Academy media presentation. Below is an outline of the 5-day STEM Academy that we envision:

Day 1: Water Diversion in the Salt River Valley -- A Historical Perspective -- (location: SRP-PERA Club)
Engineering Focus: Structural and mechanical solutions for water diversion in the Salt River Valley from the Hohokam to present
Career Focus: SRP historical analysts, policy makers
Previous Year’s Speaker: Leah Harrison, Senior Historical Analyst, and Ileen Snoddy, Heritage Coordinator

Day 2: Water Distribution Management (location: SRP-PERA Club)
Engineering Focus: Engineering and decision-making involved in water supply management
Career Focus: Dam operator; hydrologist; water policy analyst
*Tour of SRP’s Control and Heritage Centers

Day 3: Watersheds and Forest Health (location: SRP-PERA Club)
Engineering Focus: Watershed management including forest health and its relationship to the water supply
Career Focus: Forest ranger; environmental analyst; hydrologist; climatologist
Previous Year’s Speaker: Stephen Flora, SRP Analyst

Day 4: Water Chemistry (location: SRP-PERA Club)
Engineering Focus: Chemical and microbiological analyses to manage and assess water quality
Career Focus: Chemical engineer; chemist, microbiologist
*Tour SRP’s Lab: Robert Vertefeuille, Hilda Marchetti and other staff; and visit Arizona Falls

Day 5: Putting it All Together with Appropriate Technology (location: SRP-PERA Club)
Technology Focus: Synthesis of learning using digital systems that can be used by students in the classroom
*Teachers complete and present their media presentations which they will also share with their students in the classroom

II. Multi-day Academies
Objective: Evolve teachers’ instructional practice and water-related content mastery through STEM integration, student-directed learning, real-world and relevant application, and collaborative work.
APW's STEM Academies are planned in conjunction with school district science coordinators or curriculum specialists and with local water providers. They are designed to focus not just on integration of content but to highlight STEM careers and offer real-world applications from the Phoenix Valley. APW plans to deliver two STEM academies in the SRP service impact area with a target audience of 20 in each. Academies are delivered by two APW facilitators.

III. Participating Teacher Support

APW is dedicated to supporting teachers who have participated in our workshops and academies with direct student outreach programs and the use of teaching tools and equipment.

A. Direct Student Outreach

APW will offer facilitated lessons (in-person and virtual) in the classroom through our Water Scene Investigation (WSI) and Aqua STEM Programs. We will also assist teachers in delivering lessons and curriculum units as needed and offer our instructional tools (hands on and virtual) when applicable, for instance, drinking water testing kits, interactive google docs, and video content.

1. Water Scene Investigations (WSI) Program

The WSI Program, including the home and school water audits, the athletic field audit, and the leak detection investigation, offers students an opportunity to apply their learning at home and teach their families water saving practices. With the home and school water audits, students measure faucet flow and quantify typical water use at bathroom faucets. They also can save water through the installation of a water efficient faucet aerator provided by APW and its sponsors. They communicate their data and findings online and compare their water savings with the other nearly 8,100 users: https://wsi.projectwet.arizona.edu/report

2. Aqua STEM Program

The Aqua STEM Program is comprised of two STEM units (4-5 lessons in each unit) that focus on systems thinking utilizing a water-oriented theme relevant to Arizona. The systems thinking approach that APW utilizes teaches students to make distinctions, see part-whole systems, identify relationships, and develop perspectives as they think about complex water topics. Most importantly, we are working to provide a language and structure for students to think about their own thinking or reflect, leading to metacognition. The STEM Units engage students in one of the following projects: 1) analyzing their role in Arizona's unique hydrological cycle and water resource systems and constructing explanations about and designing solutions for Arizona's water resource challenges; or 2) discovering Arizona's amazing riparian areas and exploring through scientific investigation the health of the system utilizing data collection tools, some of which they will engineer themselves.

B. Teaching Tools and Equipment

APW has invested in and designed innovative teaching tools over the last 15 years. We have engineered fiberglass watershed models and developed earth material tubes and small container aquifers to supplement the groundwater flow models (GFM). GFM's are invaluable teaching tools for learning about this hidden part of the hydrologic cycle: the groundwater system. Both drinking water and surface water testing kits are available for checkout as are macroinvertebrate sampling kits. All tools and equipment require maintenance, scheduling and coordination of a time to meet and conduct a review for teachers who check them out.

We have also now developed a suite of digital tools for activating online learning as well as bringing the best of that experience into the in-person classroom. Tools include innovative use of Google Docs, Pear Deck, Panopto, Adobe Illustrator, Tiny Tap, Qualtrics, and others.

VI. Events

In addition to the specific programs mentioned above, APW will plan or attend events in the SRP service impact area that promote water education programs and/or educate the public on water related issues that directly impact SRP's stated goals. APW staff will:

*Coordinate and deliver three learning programs for children and/or families using our interactive teaching tools at community events.
*Attend the quarterly meetings of the Arizona Science Education Leaders Association to stay abreast of current science education issues and discuss custom professional development programming for their teachers.

*Attend the bi-monthly meetings of the Arizona Envirothon Executive Committee to assist in the planning and delivery of the annual state-wide high school environmental competition for over 100 students and teachers.

*Present at multiple education fairs and conferences. Examples of events covered in the past include the UA Connect2STEM Event held on the Phoenix UA Medical School campus, Arizona Science Teachers Association annual conference, the Arizona Association of Environmental Educators annual conference, and the North American Association of Environmental Educators annual conference.

**SRP Sponsorship Benefits:**
All promotional materials for workshops and programs supported with SRP funding from this grant will bear the SRP logo including workshop agendas. The 5-day SRP Academy will utilize several SRP staff as expert speakers throughout the event.

**Other Sources of Funding:**
*Arizona Department of Water Resources -- provides sponsorship of APW programs for Maricopa County including a grant focused specifically on groundwater conservation
*Central Arizona Project -- provides sponsorship for a 2-day Colorado River Watershed Management Teacher Academy
*Avondale Elementary School District -- partners on WSI program and the Arizona Water Festival program
*Chandler Unified School District -- partners on teacher academies; funding and volunteers for the Arizona Water Festival program; serves on APW Advisory Council
*City of Avondale - provides funding for the WSI program and funding and volunteers for the Littleton Water Festival; serves on APW Advisory Council
*City of Chandler - provides funding and volunteers to Chandler Water Festival; serves on APW Advisory Council
*City of Goodyear -- has become a funding partner on the Arizona Water Festival program
*City of Peoria - provides funding and volunteers to two Peoria USD Water Festival programs
*City of Phoenix -- provides funding and volunteers for Roosevelt ESD, Osborn ESD, and Creighton Water Festival programs
*City of Surprise -- provides funds for Aqua STEM groundwater presentations; also serves on the APW Advisory Council
*EPCOR Water -- provides funding for 4th and 6th grade groundwater programs and funding and volunteers for Litchfield ESD and Buckeye ESD Water Festival programs
*Gilbert School District - partners on delivery of the Gilbert Water Festival program
*Town of Gilbert Water Department - provides funding and volunteers for Arizona Water Festival program
*Liberty Utilities - partners on WSI program, provides funding and volunteers to Litchfield ESD Water Festival
*Litchfield Elementary School District -- partners on the WSI Program, teacher academies, and the Arizona Water Festival program
*Littleton Elementary School District -- partners on the WSI program and the Arizona Water Festival program
*Peoria Unified School District - partners on teacher academies and the Peoria Water Festival program; serves on APW Advisory Council
*Scottsdale Unified School District -- provides support for general APW programming; serves on APW Advisory Council
*City of Tempe -- provides funding for the Arizona Water Festival program
*Kyrene School District -- APW is in discussion about bringing the Arizona Water Festival to the school district
*Abbott Fund -- Founding Sponsor and sponsor of all the various APW programs offered in Pinal County.

*Apache Junction Unified School District -- partners on the Apache Junction Water Festival program

*Arizona Department of Corrections -- provides funding to Pinal County Water Festivals

*Arizona Water Company - partners on the Arizona Water Festival program in service areas

*Casa Grande School District - partners on the Casa Grande Water Festival program; serves on APW Advisory Council

*City of Apache Junction - partners on the Apache Junction Water Festival program

*Florence Unified School District -- partners on the Florence Water Festival program

*Maricopa Unified School District - partners on the Maricopa Water Festival program

*Natural Resource Conservation District Education Center at Central Arizona College -- provides volunteers for Pinal County water festivals

*UA Maricopa Agricultural Center -- provides a location for the Maricopa Water Festival event

**Similar Organizations:**

APW is the only comprehensive water education program with a statewide partnership and delivery system in Arizona. APW is recognized by the International Project WET Foundation as the only distributor of the award winning and National Science Teachers Association-recommended Project WET Curriculum & Activity Guide in Arizona. APW's position as part of UA's Cooperative Extension system enables us to provide on-the-ground, in county knowledge and support. Also, as a key program of the UA's Water Resources Research Center, APW benefits by staying abreast of ever-evolving water resource management issues and from collaborative water education projects. APW also has a long history of partnership and a very broad and diverse sponsorship portfolio that includes industry, mining, energy, governmental agencies foundations, and environmental NGOs.

**Letter Signer & Title:** Andrea Moreno, Manager, Community Outreach

**Internal Comments:** Operational Support for University of Arizona Foundation's Arizona Project Water Education for Teachers WET program
MISSION: To advance The University of Arizona by building relationships, securing philanthropic support and stewarding assets.

Officers
Steven W. Lynn, Chair
Patricia A. Bartlett, Secretary
Nancy C. Berge, Vice Chair
Michael F. Hannley, Treasurer
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Betsey Bayless, (Retired) President Maricopa Integrated Health System
Chad Becker, Tuft and Needle
Nancy Berge, Community Volunteer
Carmen Bermúdez, Mission Management & Trust Co. Inc.
Bradley Butler, Mission Management & Trust Co. Inc.
Virginia Clements, Community Volunteer
Robert Davis, Tango Commercial Real Estate
Scott Douglas, Tango Commercial Real Estate
Jon Dudas, The University of Arizona
Joan Eller, The Eller Company
Liesl Folks, The University of Arizona
Brian Franke, Indigo Partners
Michael Hannley, (Retired) Pacific Premier Bank
Ted Hinderaker, Hinderaker, Rauh & Weisman PLC
Daisy Jenkins, Daisy Jenkins & Associates
Gain Jue, Microsoft
Cynthia Klingberg, (Retired) Raytheon Missile Systems
Michael Lee, Redmile Group
Heather Lenkin, Lenkin Design
Steven Lynn, Lynn Consulting Group
Marianne Cracchiolo Mago, Steele Foundation, Inc
Lea Márquez Peterson, Arizona Corporation Commission
John Musil, Avella Specialty Pharmacy
John Payne, Sterling Investment Management Inc.
Donald Powell, Carmichael & Powell
Linda Robin, Community Volunteer
Robert Robbins, The University of Arizona
John-Paul Roczniaik, The University of Arizona Foundation
Joey Rodolfo, WOW Studios
Lisa Rulney, The University of Arizona
Richard Silverman, Jennings, Strouss & Salmon PLC
Alan Stein, (Retired) CALIBRE Systems
Joan Sweeney, (Retired) Allied Capital
Kellie Terhune Neely, Hughes Federal Credit Union
Organization

*Organization Category: Basic Needs
Official Name: VALLEY OF THE SUN UNITED WAY
*Legal Name: Valley of the Sun United Way
*Address: 3200 E Camelback Rd Ste 375
Address 2:
  *City: Phoenix
  *State: Arizona
*Zip/Postal Code: 85018
*Main Telephone: 602-631-4888
*Main Email Address: information@vsuw.org
*Website Address: www.vsuw.org
*Executive Director Name: Carla Vargas Jasa
*Executive Director Phone Number: 602-631-4800
*Executive Director Email Address: cjasa@vsuw.org

Proposal

*Request Owner: Verenise Munoz
Request Source: External (Submitted 01/20/2023)
Proposal Type: General Grant Application
*Determination Status: Scheduled for Committee
Organization Category: Basic Needs
Type of Request: Annual
Purpose: Operating Expenses
Project Title: Mighty Change 2026 and We Are UNITED
In-Kind Request?: No
Request Amount: $235,000.00
Requested Cash Amount: $235,000.00
Cash Recommended:
In-Kind Recommended:

Describe Mission/Geographic Impact: The mission of Valley of the Sun United Way (VSUW) is to improve lives by mobilizing the caring power of our community. We envision a community where every child, family, and individual is healthy, has a safe place to live, and has every opportunity to succeed in school, life, and work. We use this mission as a vehicle to help Maricopa County’s most vulnerable residents by addressing their most urgent needs.

VSUW has nearly 100 years of experience serving the local community. Originally founded in 1925 as the Community Welfare Council and Community Chest of Phoenix, the organization has evolved over the years to meet the most urgent needs of the community and expand its geographical reach. By the early 1980s, the organization became known as Valley of the Sun United Way and grew to not only support Phoenix residents but also residents of Chandler, Glendale, Scottsdale, and Tempe. Today, the organization serves vulnerable individuals and populations residing in more than 25 cities and towns across Maricopa County. Last year alone, VSUW infuses more than $67.2 million into programs supporting the needs of Maricopa County residents through a combination of its own community-based programs and support of dozens of local nonprofit organizations’ programs.

In early 2021, VSUW unveiled Mighty Change 2026, a five-year plan created to address the most pressing issues being faced by Maricopa County’s most vulnerable populations. Demonstrating VSUW’s commitment to community involvement, Mighty Change 2026 was created after year-long, intensive community engagement, which included three surveys, 18 virtual town halls, and 24 deep-dive focus groups. The result of this engagement led to the development of four distinct focus areas for support and programming: Health, Housing and Homelessness, Education, and Workforce Development. These focus areas will continue to shape VSUW activities for the next several years to directly combat the challenges faced by underrepresented, low-income, predominantly minority populations across Maricopa County.
Program/Project tie to SRP Goals:
VSUW's Mighty Change 2026 plan has four distinct focus areas: Health, Housing and Homelessness, Education, and Workforce Development. In alignment with SRP's "Basic Needs" funding category, many of the programs associated with Mighty Change 2026 support underserved communities and individuals by providing immediate and short-term vital services. Mighty Change 2026's Health and Housing & Homelessness focus areas fulfill SRP's Basic Needs priority by providing food, shelter, healthcare access and safety from violence or crises. Additionally, the Mighty Change 2026 Education and Workforce Development focus areas fulfill the SRP goal of "enabling children and youth to participate in programs that promote personal development and positive life choices." With short and long-term goals for each focus area, Mighty Change 2026 promotes self-sufficiency while ensuring marginalized communities are given the support they need to succeed and thrive.

All of VSUW's programming activities falling under the Mighty Change 2026 umbrella reflect the organization's commitment to diversity, equity, and inclusion. VSUW intentionally partners with smaller, local organizations to embed program activities and distribute resources directly within the communities who need them. Under SRP's "Support for Quality of Life" funding category SRP states its commitment to celebrating diverse perspectives and helping to identify and train local leaders. VSUW is committed to incorporating the knowledge and lived experiences of the populations served by Mighty Change 2026, which are predominantly communities of color. VSUW leadership reflects this focus on representation, as current CEO Carla Vargas Jasa is the first woman and first Latina to head the organization. While VSUW has historically prioritized serving low-income communities from predominantly non-white backgrounds, under Vargas Jasa's leadership the organization has begun to address its own diversity, equity, and inclusion practices. VSUW has taken on a more collaborative role with community leaders and partner organizations to ensure the voices of Maricopa County residents are being heard and that, through Mighty Change 2026, the next generation of community leaders are reflective of Maricopa County's multicultural landscape.

Project/Program Description:
To facilitate Mighty Change within the communities of Maricopa County and create positive outcomes within the organizations four impact areas, VSUW will collaborate with more than 100 programmatic partners to achieve the following goals and related activities:

HEALTH -- Remove barriers to ensure everyone in our community is healthy, with a focus on access to food and healthcare.

Goals:
1. Decrease food insecurity by 50% by 2026
2. Increase access to affordable healthcare by 100,000 individuals by 2026

Activities:
* Strengthen and support the emergency food system to reduce hunger among families and senior citizens
* Reduce barriers to accessing healthcare (transportation, social determinants of health, cost, lack of trust) through outreach and services that increase participation in healthcare programs
* Increase nutrition education in low-income and marginalized communities to reduce chronic health outcomes
* Create public awareness campaigns to build advocates for policy and regulation changes that remove access barriers for low-income communities, communities of color, and vulnerable communities

HOUSING & HOMELESSNESS -- Ensure all can have a safe home to call their own.

Goals:
1. Reduce homelessness by 50% by 2026

Activities:
* Increase services and programs that prioritize social determinants and wraparound services that prevent homelessness and assist those experiencing homelessness.
*Decrease individuals’ and families’ rate of housing insecurity by providing rent/utility assistance, housing navigators, and eviction prevention
*Support the emergency shelter system through support of individual and family shelters that move households out of crisis
*Demonstrate regional leadership through collaboration of advancing housing and homeless services
*Collaborate with regional leaders to develop new affordable housing in Maricopa County
*Improve systems with housing and homeless services to reduce barriers to entry for communities of color and other vulnerable communities
*Partner with regional organizations to develop new metrics that capture county-wide vulnerability of people facing eviction or in need of rent/utility assistance
*Collaborate with regional leaders to build a more equitable shelter system that reflects our population size
*Change perception of homelessness from a public safety issue to a public health issue with a new public awareness campaign

EDUCATION -- Close opportunity gaps to ensure children read at grade level by 3rd grade and youth are prepared for educational success and employment.

Goals:
1. Increase 3rd grade reading proficiency by 25% by 2026
2. Increase youth aged 16-24 engaged in education and employment opportunities by 38% by 2026

Activities:
* Build and strengthen literacy capacity of practitioners in early learning environments
* Increase online learning and socio-emotional supportive services for parents, caregivers, and teachers
* Increase knowledge and access to basic family needs and supportive services
* Leverage support resources to increase 3rd grade reading proficiency rates
* Increase access to family resources by partnering with schools to increase knowledge and access to services
* Increase knowledge and resources to families and education staff to support student engagement in school and life

WORKFORCE DEVELOPMENT -- Open pathways to better paying jobs.

Goals:
1. Increase preparation of individuals for a living wage job by 33% by 2026
2. Increase achievement of higher paying employment by 20% by 2026

Activities:
* Increase resources that to help individuals obtain job opportunities that will raise their income and create sustainable careers
* Connect business and education to increase opportunities for students through work-based learning, apprenticeships, and mentoring experiences
* Work with partner employers, Valley business associations, educational institutions, and other partners to develop long-term strategies and metrics that will increase the number of workers with high paying, in-demand jobs
VSUW intentionally approaches the Mighty Change 2026 focus areas through the lens of diversity, equity, access, and inclusion to reach Maricopa County’s most marginalized and vulnerable populations. While providing services to individuals and families experiencing hardship, VSUW also places a specific focus on intersectionality and special populations. This includes, but is not limited to, veterans, pregnant women, disabled individuals, foster youth, Native Americans, and the elderly. By providing a broad range of health, housing and homelessness, education, and workforce development services, VSUW ensures that other vulnerable populations are also indirectly given the resources they need to succeed and thrive.

Program Metrics:

VSUW has a proud history of serving the most vulnerable residents of Maricopa County, which has an average poverty rate of 11.3% according to most recent U.S. Census data. Based on data from prior programming years, an estimated 92% of clients served by VSUW activities fall within the low-to-moderate income category. As the most populated county in Arizona and fourth-largest county in the nation, Maricopa County is home to a rich multicultural landscape comprised of many different races and ethnicities. The ethnic breakdown of clients served by VSUW across all program areas is as follows:

Hispanic/Latino - 45%
White - 34%
African American/Black - 9%
Asian/Pacific Islander - 2%
Other - 6%

VSUW works closely with program partners to assess all Mighty Change 2026 program activities, ensuring organizational goals are being met and that best practices are being implemented. After a brief interruption as a result of the COVID-19 Pandemic, VSUW has resumed delivering in-person services and programs to the greater community. Below is an approximation of how many individuals will be served within each of VSUW’s four impact areas in FY23 based on current projections and prior performance:

**HEALTH**

Strategy 1: Food Access -- 387,000 individuals to be served
Strategy 2: Healthcare Access -- 8,175 individuals to be served

**HOUSING & HOMELESSNESS**

Strategy 1: Prevention and Assistance -- 6,400 individuals to be served
Strategy 2: Decrease Housing Insecurity -- 28,650 individuals to be served
Strategy 3: Support Emergency Shelter System -- 9,080 individuals to be served

**EDUCATION**

Strategy 1: Build and Strengthen Literacy Capacity -- 20,000 individuals to be served
Strategy 2: Online Learning and Socioemotional Support -- 26,000 individuals to be served
Strategy 3: Basic Needs and Support Services -- 4,875 individuals to be served

**WORKFORCE DEVELOPMENT**

Strategy 1: Access to Jobs -- 20,100 individuals to be served
Strategy 2: Pathways through Education -- 19,900 individuals to be served

**Intended Use of SRP Funds:**

A $235,000 gift from SRP includes a $10,000 sponsorship for the VSUW We are UNITED Luncheon, an annual fundraising event. The remaining $225,000 will be allocated across all of VSUW’s programming areas. The following are examples of activities SRP funding will support within VSUW’s four impact areas:

HEALTH
Food Distribution activities include providing increased food assistance to local food banks, schools, and organizations which deliver food to homebound seniors. These activities are meant to provide short-term hunger relief while increasing long-term nutritional benefits and education to low-income communities.

Food Benefits Access activities include providing assistance for individuals and families registering for SNAP and WIC programs which provide additional nutrition benefits. As with the prior food distribution activity, these benefits are meant to act as short-term way to increase nutrition while promoting positive, nutrition-related health outcomes.

Comprehensive Healthcare Access activities include providing access to transportation or other social determinants of health that serve as barriers to accessing timely, quality healthcare.

HOUSING & HOMELESSNESS

Wraparound services provided to individuals experiencing housing insecurity include, but are not limited to, mental health services, access to interview clothing, resume assistance, transportation vouchers, and life skills classes like budgeting, cooking, and parenting. Wraparound services are intended to address social determinants impacting homelessness and provide individualized services to families in need.

Housing Assistance activities include short-term rent and utility assistance, connecting individuals to housing resources, and providing eviction prevention and legal services. These activities lower the number of individuals and families experiencing housing insecurity by providing temporary financial stabilization.

Emergency Shelter Services provide crisis shelter to individuals and families experiencing homelessness, whether for the first time or if they have a long history of housing insecurity. These services address the immediate needs of families who are experiencing homelessness prior to identifying long-term, sustainable solutions by connecting them to other aid organizations throughout the county.

EDUCATION

School Readiness Kits (SRKs) and School Success Kits (SSKs) are provided to parents and families with young children in grades PreK-1. Each kit offers age-appropriate books, school supplies, and other learning materials encouraging parents and caregivers to be active participants in their children’s literary journey. VSUW curates and distributes thousands of kits each year by partnering with local Title I schools.

Tutoring and Mentoring activities provide tutoring and mentoring to individuals and groups. Students are encouraged to improve their academic, personal, and social skills by incorporating effective learning strategies with social and emotional learning (SEL).

College Prep activities serve high school students across the county, offering them information and assistance with completing college applications and navigating the financial aid process. The intent of these activities is to promote post-secondary education among current high school students, ensuring they receive higher education and training necessary to secure high-paying employment.

WORKFORCE DEVELOPMENT

Employment Services provide youth and young adults of working age work-based learning opportunities, apprenticeships, internships, mentorships, and general career exploration. These activities prepare individuals for higher-paying employment opportunities, leading to long-term sustainable employment.

Pathways to Economic Opportunity is a recent VSUW initiative targeting Black and Latina young women in the Phoenix Metropolitan Area. This initiative provides women with resources like job skills training, financial literacy workshops, work experiences, and upskilling to decrease wealth and opportunity gaps.
Additionally, a $10,000 SRP sponsorship will support the 2023 VSUW's We Are UNITED Luncheon, to be held in May of 2023. This annual fundraising opportunity brings together generous private donors with corporations, public representatives, community leaders, and other program partners to gather the support necessary to introduce Mighty Change.

**SRP Sponsorship Benefits:**

VSUW would be honored to recognize SRP as an official program partner for Mighty Change 2026 and a CHAMPION-level sponsoring partner for the We are UNITED Luncheon. The We Are UNITED Luncheon offers multiple sponsoring partner levels as thanks for VSUW's most generous supporters. VSUW will recognize an SRP contribution of $10,000 by providing the following CHAMPION-level sponsoring partner opportunities:

- Table for 10 at the We Are UNITED Luncheon
- Logo placement on event signage
- Digital on-screen logo recognition
- Recognition from the podium
- Logo recognition on all event collateral including invitations and event programs
- Logo recognition on the VSUW website (event page)
- Inclusion in United Way E-Communications and E-Invitation for the event
- Recognition as a CHAMPION-level sponsor in event press releases, three social media posts, and a United Way Blog Post prior to the event
- Includes two Women United Annual Memberships

Recognition activities will take place at or before the date of the We Are UNITED Luncheon, which has yet to be determined but is anticipated to take place in May 2023.

**Other Sources of Funding:**

VSUW utilizes a collaborative approach, partnering with hundreds of local organizations to accomplish its mission to provide services and resources to vulnerable community members. Program and philanthropic partners include nonprofits, schools, government agencies, corporations, philanthropic organizations, and generous private donors who all support Mighty Change 2026's activities. VSUW is committed to ensuring programming activities reflect the urgent needs of the community, and regularly convenes key stakeholders from throughout Maricopa County to help leverage resources, data, best practices, and private donations to facilitate change.

As you can see from the attached list of our largest corporate donors, VSUW receives generous support for Mighty Change 2026 not only from generous corporate donors but also from countless employees of our corporate partners who choose to join with VSUW to improve the lives of their fellow community members.

As Mighty Change 2026 continues to serve the residents of Maricopa County VSUW will continue to solicit funds from a variety of sources, host fundraising events, and work to enlarge our list of current program partners.

**Similar Organizations:**

VSUW is proud to collaborate with more than 100 nonprofit, private, and public partners to deliver services related to Mighty Change 2026 and the four organizational focus areas. With nearly 100 years of experience serving the most underserved of community members, VSUW is uniquely positioned as one of Maricopa County’s most established human services agencies. VSUW is proud to often play the role of convener, bringing together nonprofit organizations, government agencies and other community partners, to achieve large-scale, multi-partner initiatives. Through this role of convener, VSUW is able to achieve countywide results on a yearly basis. Through our Mighty Change 2026 plan, we are continuing this collaborative approach, forming multi-stakeholder coalitions and action teams within each of the four impact areas.
Community partners involved in Mighty Change 2026 assist VSUW by distributing program resources, tracking progress, and ensuring Mighty Change 2026 activities reach their target audience. These partners include educational agencies like Avondale Elementary School District as well as other established nonprofits like Chicanos por la Causa. Generous support from the community, including individual volunteers, are an invaluable resource. Last year, VSUW's county-wide network of volunteers logged a total of 12,805 service hours. While community leaders and neighborhood organizations deliver vital services to their local communities, VSUW operates at a size and scope capable of facilitating large, county-wide projects capable of mobilizing the caring power of the entire community.

Letter Signer & Title: Andrea Moreno, Manager, Community Outreach
Internal Comments: $10,000 Sponsor the We are UNITED Luncheon on May 15, 2023 and $225,000 of operational support for Mighty Change 2026 program

Attachments

In-Kind Supporting Documentation:
- Sponsorship Packet: We Are United for Mighty Change - Sponsoring Partnership Packages.pdf
- Current Year Budget: FYE23 VSUW Budget.pdf
- Last Year's Budget: FYE22 and FYE22 VSUW Budget.pdf
- Program Budget: VSUW 2023 Project and Event Sponsorship Budget for SRP.pdf
- Board of Directors Listing: VSUW - FYE2023 BOD Roster.pdf
- List of Corporate Contributors: FY22 Top 20 Corporate Donors.pdf
- Additional Attachment (1):
- Additional Attachment (2):
- Signed Letter & Non PO Payment Form:
  - Number of Events: 1

Event One

Event 1 Event Name: We Are UNITED Luncheon
Event 1 Date: 05/15/2023
Event 1 Location: To be determined
Event 1 Number of Attendees: 800
Event 1 Cash Requested: 10000
Event 1 In-Kind Requested: 0
Event 1 Other Event Info: VSUW will host the 2023 "We are UNITED" luncheon in late May 2023 (the date listed above is a placeholder with the exact date yet to be finalized). An annual event with a proud history of bringing together some of the community's most generous residents, the luncheon is an opportunity for local leaders and stakeholders to convene and support VSUW's charitable activities. We are UNITED will include inspirational speakers, engaging and interactive programming, and a showcase of VSUW's work and its impact. All proceeds from the event will help fund Valley of the Sun United Way's efforts to create Mighty Change in the areas of Housing and Homelessness, Education, Health, and Workforce Development. These focus areas will help to improve conditions for vulnerable children and families in Maricopa County. The above-mentioned focus areas are connected to VSUW's Mighty Change 2026 five-year impact goals, as described throughout this application.
BOARD OF DIRECTORS ROSTER
FYE 2023

Ruben E. Alvarez
Managing Partner
Molera Alvarez

Pat Edwards
Vice President, Regional Manager
Burns & McDonnell

Robyn Arnell Breiden (H)
Senior Vice President Finance and Accounting
Leslie's Inc.

Steve Evans
Community Leader

Tracy Bame
Director, Social Responsibility and President, Freeport-McMoRan Fdn
Freeport-McMoRan

Matt Feeney
Firm Chair, Phoenix
Snell & Wilmer

Leslie's Inc.

Sabrina Freiberg
Senior Vice President Finance and Accounting
Community Leader

Freeport-McMoRan

Jeff Barton
City Manager
City of Phoenix

Snell & Wilmer

Paula Boca-Bommarito
AVP, Enterprise Brand & Community Strategy
CopperPoint Insurance Companies

Freeport-McMoRan

Lee Ann Bohn
Assistant County Manager
Maricopa County

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Superintendent
Phoenix Union High School District

Geoff Burbridge
Community Leader

Greg Geist
Managing Director, Southwest Commercial Banking Head
BMO Harris Bank

Matt Byrnes
Senior Vice President of Proprietary Brands and Sourcing
PetSmart

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Superintendent
Phoenix Union High School District

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Executive in Residence
Arizona State University, W.P. Carey School of Business

Beth Ginzinger
Chief Strategy Officer
Blue Cross® Blue Shield® of Arizona

Chris Camacho
President and CEO
Greater Phoenix Economic Council

Neil Giuliano (H)
President and CEO
Greater Phoenix Leadership

Latasha Causey
VP/Community Development Officer
Bell Bank

John Graham (Chair)
Chairman and CEO
Sunbelt Holdings

Kevin Cooper
Vice President/General Manager
Enterprise Holdings

Maria Harper-Marinick, Ph.D. (Vice Chair) (H)
Community Leader

Elissa Kelly
Executive Coach
Elissa Kelly LLC

Jenny Holsman Tetreault
Vice President and Associate General Counsel
TPI Composites

(H) Indicates Honorary Member
Page 1
As of 9/27/2022
BOARD OF DIRECTORS ROSTER
FYE 2023

Drena Kusari
VP, GM, Head of the Service Network
Lyft

Hope Levin
Community Leader

Laura Lo Bianco (H)
Partner
Lewis Roca Rothgerber Christie LLP

Dave Long (Treasurer)
Community Leader

Jim Macdonald
Managing Director
JP Morgan Chase

Liz Montaño
Chief Strategy Officer
Arizona Coyotes Hockey Club

Amanda Muir
Principal, Education Savings, Retail Investor Group
Vanguard

Nina Mullins
Senior Director of Land and Papago Park Center
Salt River Project (SRP)

Robin Reed
President and CEO
Black Chamber of Arizona

Lisa Riley
Region Bank President, Arizona Central Community Banking
Wells Fargo

Avein Saaty-Tafoya
President and CEO
AST Consulting LLC

Ray Schey
Market President and Publisher
Phoenix Business Journal

Anthony Sharett
President
Meta Financial Group/MetaBank

Don Smith
Community Leader

Brad Smith (Secretary)
Partner
Deloitte

Kimberley Thompson Heinl
Associate Vice President
USAA

Mike Tully
Managing Director
Horizon Strategic Advisors

Monica Villalobos
President and CEO
Arizona Hispanic Chamber of Commerce

Daniel Wani
Market Leader, Arizona and Nevada
US Bank Private Wealth Management

Monica Whiting
Vice President, Customer Experience and Communications
Arizona Public Service Company (APS)

Christine Wilkinson, Ph.D.
Senior Vice President/Secretary of the University
Arizona State University

(H) Indicates Honorary Member

Page 2
As of 9/27/2022
Budget Group
VALLEY BASIC NEEDS

Organization Legal Name

Payment Date

St. Joseph the Worker
07/01/2022
07/01/2022
Valley of the Sun United Way
Paz de Cristo Community Center
01/10/2023
Chandler Service Club
Arizona Ecumenical Council dba Arizona Fait11/01/2022
08/01/2022
The Centers for Habilitation/TCH
09/30/2022
Homeward Bound
OCJ Kids
08/01/2022
Sojourner Center
11/30/2022
The Welcome to America Project
Lutheran Social Services of the Southwest 12/02/2022
07/25/2022
Save the Family Foundation of Arizona
Ronald McDonald House Charities of Centra 07/29/2022
07/29/2022
Circle the City
07/01/2022
Military Assistance Mission
Arizona Friends of Foster Children Foundatio07/25/2022
07/01/2022
Mesa United Way
07/25/2022
Ryan House
07/01/2022
Valleywise Health Foundation
09/02/2022
House of Refuge Mesa
11/01/2022
Tempe Community Action Agency
11/30/2022
Homeless Youth Connection, Inc.
Aster Aging Inc
Assistance League of Phoenix
10/04/2022
Phoenix Indian Center
12/01/2022
A New Leaf
01/10/2023
Fresh Start Women's Foundation
09/02/2022
UMOM New Day Centers
10/07/2022
AZCEND
09/02/2022
Free Arts for Abused Children of Arizona
11/30/2022
Hospice of the Valley
01/04/2023
St. Mary's Food Bank Alliance
Improving Chandlers Area Neighborhoods (I 11/01/2022
11/30/2022
St. Joseph's Foundation
01/20/2023
Special Olympics Arizona
11/18/2022
United Food Bank
11/30/2022
Vitalant
08/01/2022
West Valley Mavericks Foundation
VMLC Charities (Veterans Medical Leadersh 11/04/2022
12/02/2022
The Salvation Army, A California Corp.
11/01/2022
Duet: Partners In Health & Aging
09/30/2022
Foundation for Blind Children
11/30/2022
New Pathways for Youth, Inc.
11/04/2022
Phoenix Community ToolBank, Inc
01/04/2023
Boys & Girls Clubs of the Valley
Positive Paths
11/28/2022
Dress for Success Phoenix
12/02/2022
Friendly House, Inc.
12/02/2022
Boys & Girls Clubs of the Valley
09/29/2022
American Lung Association in Arizona
11/01/2022
Waste Not Inc

Payment Amount Total for VALLEY BASIC NEEDS
Budget Group
Organization Legal Name
Payment Date
VALLEY EDUCATION BUDGET
SOUNDS Academy
01/04/2023
07/01/2022
Arizona Science Center
01/24/2023
YWCA Metropolitan Phoenix
07/01/2022
Education Forward Arizona
10/12/2022
Legacy Traditional School-Surprise
07/29/2022
Highland High School
11/28/2022
AGUILA Youth Leadership Institute
07/29/2022
Andersen Junior High School
07/29/2022
Arizona College Prep - High School
Arizona Agricultural Education/FFA Foundat 10/26/2022
07/29/2022
Weinberg Gifted Academy
07/26/2022
St. Johns High School
01/11/2023
Phoenix Public Library Foundation
Maricopa Community Colleges Foundation 08/05/2022
Hartdford Silvia Encinas Elementary School 12/09/2022
University of Arizona Foundation f/b/o UA C 08/26/2022
07/29/2022
Tonalea Middle School
07/29/2022
Payson Elementary School
07/29/2022
Smith Jr. High
11/04/2022
STEP: Student Expedition Program
Arizona State University Foundation for A Ne01/04/2023
Arizona State University Foundation for A Ne01/04/2023

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Operating Expenses

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Payment Amount Total for VALLEY QUALITY OF LIFE ARTS CULTURE BUDGET $432,968.00

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Payment Amount Total for VALLEY QUALITY OF LIFE ENVIRONMENTAL BUDGET $913,215.00
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RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AUTHORIZING THE USE OF EMINENT DOMAIN IN CONNECTION WITH THE HENSHAW-FERRIS 69kV TRANSMISSION LINE PROJECT AND RELATED FACILITIES

WHEREAS, Management of the Salt River Project Agricultural Improvement and Power District (“SRP”) has presented to the Board of Directors (the “Board”) a project to improve the electric system of SRP, which is commonly referred to as the Henshaw-Ferris 69kV Transmission Line Project and related facilities; and

WHEREAS, a map showing the basic configuration and location of the Project is attached to this Resolution as Diagram 1; and

WHEREAS, Management has provided additional presentation materials that are made a part of the Board record (the “Presentation Materials”); and

WHEREAS, the presentation and Presentation Materials addressed, among others, the following facts:

1. The Project is described as a new 69kV transmission line that will connect the existing Henshaw Substation to the existing Ferris Substation. The Project will serve customer load in the Price Road Corridor area.

2. The Project is needed to meet the electrical needs of the SRP electric system and, in particular, the growth needs of its customers and to provide added reliability to the electric system.

3. To construct and operate the Project, SRP must acquire appropriate land rights, which are delineated in the Presentation Materials, over the real property described in Exhibit A attached hereto. Such land rights include, without limitation, the rights to construct, install, reconstruct, replace, remove, repair, operate and maintain: a line or lines of poles, towers, or other supporting structures; conductors, cables, wires, communication and signal lines; guys, anchorage, crossarms, braces, transformers, vaults, manholes, and pad-mounted equipment; underground conduits, conductors, pipes, cables, wires; fiber optic, microwave, and antennae for communication or data transmission purposes; and other appliances, appurtenances, and fixtures (collectively, “Facilities”) for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith.

4. Construction of the Project is critical to maintain network reliability and to meet the current and anticipated electric system needs of SRP and its customers.
5. SRP must acquire the rights of way and other land rights necessary to construct and operate the Project. In this regard SRP may find it necessary to exercise its rights of eminent domain granted by A.R.S. Sections 48-2340, 48-2341 and 12-111, et seq.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AS FOLLOWS:

1. The Board finds that the Project is necessary and critical to SRP for the operation of its electric system and to meet the electric load and reliability needs of SRP’s customers.

2. The Board finds that the land rights delineated in the Presentation Materials, over the real property described in Exhibit A, and such additional rights as may be otherwise necessary or customary for the construction of the Project, and each of them, are reasonably needed to meet the proposed increase in load for the SRP power system and provide added reliability to the power electric system to meet the needs of SRP’s customers.

3. The Board finds that it is critical to the electric load and reliability needs of SRP that the Project be constructed in a timely manner.

4. The Board finds that it is appropriate, where reasonably necessary, that SRP exercise its rights of eminent domain in order to acquire the easements, rights of way, fee interests, and other land rights needed for the Project.

5. The Board hereby authorizes the power of eminent domain, where reasonably necessary, in order to acquire the easements, rights of way, fee interests, and other land rights over the property described in Exhibit A and in the Presentation Materials, and as may be reasonably necessary or customary to construct, maintain, and operate the Project.
Diagram One –
Route Map
EXHIBIT A

Legal Descriptions and Parcel Exhibit Maps

(Consisting of the following 26 pages)
EXHIBIT “A”

SRP JOB NUMBER: T3269712
SRP JOB NAME: TLA: HENSHAW - FERRIS/HENSHAW - MEMORY/MILLER 69KV
TTRRSS: 255E07

DATE: 02-16-2023
PAGE: 1 OF 4

A PORTION OF LOT 1 OF 'A MINOR LAND DIVISION OF CHARLES SCHWAB & COMPANY INC. CHANDLER DATA CENTER' AS SHOWN IN BOOK 588, PAGE 20 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 7 BEARS NORTH 88 DEGREES 47 MINUTES 49 SECONDS EAST, A DISTANCE OF 2651.05 FEET, (BASIS OF BEARINGS);

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 88 DEGREES 47 MINUTES 49 SECONDS EAST, A DISTANCE OF 1437.15 FEET;

THENCE SOUTH 01 DEGREES 12 MINUTES 11 SECONDS EAST, A DISTANCE OF 75.00 FEET TO SOUTHERLY RIGHT OF WAY LINE OF GERMANN ROAD AND THE POINT OF BEGINNING OF PARCEL A;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 88 DEGREES 47 MINUTES 49 SECONDS EAST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 38 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 73.57 FEET TO A POINT HEREINAFTER KNOWN AS POINT “A”;

THENCE NORTH 00 DEGREES 42 MINUTES 11 SECONDS WEST, A DISTANCE OF 31.10 FEET;

THENCE SOUTH 89 DEGREES 17 MINUTES 49 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 43 DEGREES 59 MINUTES 43 SECONDS EAST, A DISTANCE OF 35.37 FEET TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 1761 SQUARE FEET, OR 0.04 ACRE(S), MORE OR LESS.

TOGETHER WITH;

BEGINNING AT THE AFOREMENTIONED POINT “A” AND BEING THE POINT OF BEGINNING FOR PARCEL B;

THENCE SOUTH 00 DEGREES 42 MINUTES 11 SECONDS EAST, A DISTANCE OF 18.90 FEET;

THENCE SOUTH 89 DEGREES 17 MINUTES 49 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00 DEGREES 42 MINUTES 11 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 30.00 FEET;
EXHIBIT “A”

SRP JOB NUMBER: T3269712
SRP JOB NAME: TLA: HENSHAW - FERRIS/HENSHAW - MEMORY/MILLER 69KV
TTRRSS: 255E07

THENCE SOUTH 00 DEGREES 42 MINUTES 11 SECONDS EAST, A DISTANCE OF 31.10 FEET TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 1500 SQUARE FEET, OR 0.03 ACRE(S), MORE OR LESS.

END OF DESCRIPTION
EXHIBIT "A"

SRP JOB NUMBER: T3269712  DATE: 12-19-2022
SRP JOB NAME: TLA: HENSHAW - FERRIS/HENSHAW - MEMORY/MILLER 69KV
TTRRSS: 255E06

AN EASEMENT WITHIN LOT 1 OF 'PRICE AND GERMANN PROFESSIONAL CENTER' AS SHOWN IN BOOK 719, PAGE 47 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 2651.05 FEET, (BASIS OF BEARINGS);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 1061.89 FEET;

THENCE NORTH 01 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 40 DEGREES 53 MINUTES 42 SECONDS EAST, A DISTANCE OF 10.78 FEET;

THENCE NORTH 88 DEGREES 47 MINUTES 49 SECONDS EAST, A DISTANCE OF 40.34 FEET;

THENCE SOUTH 38 DEGREES 19 MINUTES 52 SECONDS WEST, A DISTANCE OF 10.37 FEET;

THENCE SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 40.96 FEET TO SAID POINT OF BEGINNING.

SAID EASEMENT CONTAINS AN AREA OF 325 SQUARE FEET, OR 0.007 ACRE(S), MORE OR LESS.

END OF DESCRIPTION

[Signature]

[Stamp: Registered Land Surveyor]

50640
CLAYTON HOWARD
CLAYTON HOWARD
ARIZONA, U.S.A.

02/23/2023 Facilities and Support Services, C. Burke
Page 9 of 29

_____ Initials
EXHIBIT “A”

SRP JOB NUMBER: T3269712
SRP JOB NAME: TLA: HENSHP - FERRIS/HENSHP - MEMORY/MILLER 69KV
TTRRSS: 2SSE07

DATE: 02-16-2023
PAGE: 1 OF 3

A PORTION OF LOT 1 OF 'PRICE AND GERMANN PROFESSIONAL CENTER' AS SHOWN IN BOOK 719, PAGE 47 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 2651.05 FEET, [BASIS OF BEARINGS];

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 1054.66 FEET;

THENCE NORTH 01 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 40 DEGREES 53 MINUTES 42 SECONDS EAST, A DISTANCE OF 36.57 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 28 SECONDS EAST, A DISTANCE OF 520.08 FEET;

THENCE NORTH 86 DEGREES 34 MINUTES 54 SECONDS EAST, A DISTANCE OF 27.85 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 04 SECONDS EAST, A DISTANCE OF 28.59 FEET;

THENCE SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 414.65 FEET;

THENCE NORTH 02 DEGREES 58 MINUTES 01 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 156.78 FEET TO SAID POINT OF BEGINNING.

CONTAINS AN AREA OF 16586 SQUARE FEET, OR 0.38 ACRE(S), MORE OR LESS.

END OF DESCRIPTION

[Signature]

02/23/2023 Facilities and Support Services, C. Burke

Page 12 of 29

_____ Initials
EXHIBIT "A"

LEGEND
--- --- SECTION AND CENTERLINE
--- --- PROPERTY LINE
--- --- TIE LINE

--- SECTION CORNER AS NOTED

LOCATION

ABBREVIATION TABLE

APN ASSESSOR’S PARCEL NUMBER
MCIR MARICOPA COUNTY RECORDER
MI MEASURED
LVI LAST VISUAL INSPECTION
NTS NOT TO SCALE
POB POINT OF BEGINNING
POC POINT OF COMENCEMENT
PUE PUBLIC UTILITY EASEMENT

CAUTION

THE LOCATION AS HEREON
DELINATED MAY CONTAIN HIGH
VOLTAGE ELECTRICAL EQUIPMENT.
NOTICE IS HEREBY GIVEN THAT THE
LOCATION OF UNDERGROUND
ELECTRICAL CONDUCTORS OR
FACILITIES MUST BE VERIFIED AS
REQUIRED BY ARIZONA REVISED
STATUTES, SECTION 40-380.71, ET.
SEQ., ARIZONA BLUE STAKE
LAW, PRIOR TO ANY EXCAVATION.

NOTES

ALL PARCELS SHOWN WERE PLOTTED
FROM RECORD INFORMATION, AND
NO ATTEMPT HAS BEEN MADE TO
VERIFY THE LOCATION OF ANY
BOUNDARIES SHOWN. THIS IS NOT AN
ARIZONA BOUNDARY SURVEY.

FOR INFORMATIONAL
LOCATIONAL PURPOSES

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP LTHR NUMBER: NA
L.G. NUMBER: T1269712
AGENT: ENGLISH
DRAWN: MALEK
CHECKED BY: HOWARD
DATE: 02-16-2023

SURVEY DIVISION
LAND DEPARTMENT

TLA: FERRIS/HENSHAW -
MEMORY/MILLER 69KV
SW 1/4, SECTION 6
T, 2 S., R. 5E.
7.1 SOUTH - 24.1 EAST

FIELD DATE: 08-30-2022

37x41
Page 13 of 29
Facilities and Support Services, C. Burke

INITIALS
EXHIBIT “A”

SRP JOB NUMBER: T3269712
SRP JOB NAME: TLA: HENSHAW - FERRIS/HENSHAW - MEMORY/MILLER 69KV
TTRRSS: 255E07

DATE: 02-16-2023
PAGE: 1 OF 3

A PORTION OF LOT 1 OF “PRICE AND GERMAANN PROFESSIONAL CENTER” AS SHOWN IN BOOK 719, PAGE 47 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 2651.05 FEET, (BASIS OF BEARINGS);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 1061.89 FEET;

THENCE NORTH 01 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 40 DEGREES 53 MINUTES 42 SECONDS EAST, A DISTANCE OF 10.78 FEET;

THENCE NORTH 88 DEGREES 47 MINUTES 49 SECONDS EAST, A DISTANCE OF 40.34 FEET;

THENCE SOUTH 38 DEGREES 19 MINUTES 52 SECONDS WEST, A DISTANCE OF 10.37 FEET;

THENCE SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 40.96 FEET TO SAID POINT OF BEGINNING.

CONTAINS AN AREA OF 325 SQUARE FEET, OR 0.007 ACRE(S), MORE OR LESS.

END OF DESCRIPTION

[Signature]

[Registered Land Surveyor]

[Certificate No. 50640]

CLAYTON HOWARD

02/16/2023

ARIZONA, U.S.A.
EXHIBIT “B”

SRP JOB NUMBER: T3269712
SRP JOB NAME: TLA: HENSHAW - FERRIS/HENSHAW - MEMORY/MILLER 69KV
TTRRSS: 255506

DATE: 02-16-2023
PAGE: 1 OF 3

A PORTION OF LOT 1 OF 'PRICE AND GERMANN PROFESSIONAL CENTER' AS SHOWN IN BOOK 719, PAGE 47 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 2651.05 FEET, (BASIS OF BEARINGS);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 1030.15 FEET;

THENCE NORTH 01 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 130.13 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 29 SECONDS EAST, A DISTANCE OF 547.96 FEET TO THE EASTERLY LINE OF SAID LOT 1;

THENCE ALONG SAID EASTERLY LINE SOUTH 00 DEGREES 00 MINUTES 04 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 86 DEGREES 34 MINUTES 54 SECONDS WEST, A DISTANCE OF 27.85 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 28 SECONDS WEST, A DISTANCE OF 520.08 FEET TO SAID POINT OF BEGINNING.

CONTAINS AN AREA OF 8633 SQUARE FEET, OR 0.20 ACRE(S), MORE OR LESS.
EXHIBIT "A"

SRP JOB NUMBER: T3269712
SRP JOB NAME: TLA: HENSHAW - FERRIS/HENSHAW - MEMORY/MILLER 69KV
TTRRSS: 255E06

DATE: 02-16-2023
PAGE: 1 OF 3

A PORTION OF LOT 2 OF "TRACT "A" OF PRICE AND GERMANN PROFESSIONAL CENTER" AS SHOWN IN BOOK 1132, PAGE 27 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 2651.05 FEET, (BASIS OF BEARINGS);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 483.10 FEET;

THENCE NORTH 01 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 85.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS WEST, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS WEST, A DISTANCE OF 28.59 FEET;

THENCE NORTH 86 DEGREES 34 MINUTES 54 SECONDS EAST, A DISTANCE OF 220.23 FEET;

THENCE SOUTH 80 DEGREES 26 MINUTES 45 SECONDS EAST, A DISTANCE OF 219.70 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 0.68 FEET;

THENCE SOUTH 44 DEGREES 18 MINUTES 20 SECONDS WEST, A DISTANCE OF 11.80 FEET;

THENCE NORTH 62 DEGREES 25 MINUTES 51 SECONDS WEST, A DISTANCE OF 26.72 FEET;

THENCE SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 404.64 FEET TO SAID POINT OF BEGINNING.

CONTAINS AN AREA OF 11040 SQUARE FEET, OR 0.25 ACRE(S), MORE OR LESS.

END OF DESCRIPTION

[Signature]

[Seal]

02/23/2023 Facilities and Support Services, C. Burke

Page 21 of 29

_____ Initials
**EXHIBIT “A”**

**LEGEND**
- SECTION AND CENTERLINE
- PROPERTY LINE
- TIE LINE
- SECTION CORNER AS NOTED
- LOCATION

**ABBREVIATION TABLE**

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>APN</td>
<td>Assessors Parcel Number</td>
</tr>
<tr>
<td>MCR</td>
<td>Maricopa County Recorder</td>
</tr>
<tr>
<td>LV1</td>
<td>Last Visual Inspection</td>
</tr>
<tr>
<td>NTS</td>
<td>Not To Scale</td>
</tr>
<tr>
<td>POC</td>
<td>Point Of Beginning</td>
</tr>
<tr>
<td>POP</td>
<td>Point Of Obstruction</td>
</tr>
<tr>
<td>PUE</td>
<td>Public Utility Easement</td>
</tr>
</tbody>
</table>

**CAUTION**

The location as herein delineated may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-380.21, ET. Sec., Arizona Blue Stake, law, prior to any excavation.

**NOTES**

All parcels shown were plotted from record information; no attempt has been made to verify the location of any boundaries shown. This is not an Arizona Boundary Survey.

For informational locational purposes:

<table>
<thead>
<tr>
<th>SALT RIVER PROJECT</th>
<th>AGRICULTURAL IMPROVEMENT &amp; POWER DISTRICT</th>
<th>SURVEY DIVISION</th>
</tr>
</thead>
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<tr>
<td>SRP LDWR NUMBER: NA</td>
<td>SCALE: NTS</td>
<td>TLA: FERRIS/HENS</td>
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<td>I.D. NUMBER: T269712</td>
<td>SHEET: 2 OF 3</td>
<td>HAW - MEMORY/MI</td>
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<tr>
<td>AGENT: ENGLISH</td>
<td>SHEET SIZE: 8.5”x11”</td>
<td>MILLER 69KV</td>
</tr>
<tr>
<td>DRAWN BY: NALEK</td>
<td></td>
<td>SW 1/4, SECTION</td>
</tr>
<tr>
<td>CHECKED BY: HOWARD</td>
<td></td>
<td>6</td>
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<tr>
<td>DATE: 02-16-2023</td>
<td></td>
<td>T.2 S., R.5 E.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.1 SOUTH - 24.1 EAST</td>
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</tbody>
</table>
EXHIBIT “A”

SRP JOB NUMBER: T3269712  DATE: 02-16-2023
SRP JOB NAME: TLA: HENSHAW - FERRIS/HENSHAW - MEMORY/MILLER 69KV
TTRRSS: 255E06

A PORTION OF LOT 2 OF 'TRACT "A" OF PRICE AND GERMANN PROFESSIONAL CENTER' AS SHOWN IN BOOK 1132, PAGE 27 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 2651.05 FEET, (BASIS OF BEARINGS);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 257.01 FEET;

THENCE NORTH 01 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 85.00 FEET TO THE SOUTHERLY LINE OF THAT SAID LOT 2 AND THE POINT OF BEGINNING;

THENCE NORTH 41 DEGREES 28 MINUTES 11 SECONDS WEST, A DISTANCE OF 10.48 FEET;
THENCE NORTH 88 DEGREES 47 MINUTES 49 SECONDS EAST, A DISTANCE OF 186.10 FEET;
THENCE SOUTH 62 DEGREES 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 26.72 FEET;
THENCE NORTH 44 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 11.80 FEET;
THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 0.68 FEET;
THENCE SOUTH 80 DEGREES 26 MINUTES 45 SECONDS EAST, A DISTANCE OF 8.12 FEET;
THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 2.58 FEET;
THENCE SOUTH 44 DEGREES 17 MINUTES 27 SECONDS WEST, A DISTANCE OF 21.02 FEET;
THENCE NORTH 62 DEGREES 25 MINUTES 51 SECONDS WEST, A DISTANCE OF 30.63 FEET;
THENCE SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 177.27 FEET TO SAID POINT OF BEGINNING.

CONTAINS AN AREA OF 1827 SQUARE FEET, OR 0.04 ACRE(S), MORE OR LESS.

END OF DESCRIPTION

02/23/2023 Facilities and Support Services, C. Burke
EXHIBIT "A"

LINE TABLE

<table>
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<th>LINE</th>
<th>BEARING</th>
<th>DISTANCE</th>
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<td>L1</td>
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<tr>
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<td>N41°28'11&quot;W</td>
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</tr>
<tr>
<td>L3</td>
<td>S62°25'51&quot;E</td>
<td>26.72'</td>
</tr>
<tr>
<td>L4</td>
<td>N44°18'20&quot;E</td>
<td>11.80'</td>
</tr>
<tr>
<td>L5</td>
<td>N00°11'27&quot;W</td>
<td>0.68'</td>
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<td>L6</td>
<td>S80°26'45&quot;E</td>
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<tr>
<td>L7</td>
<td>S60°11'27&quot;E</td>
<td>2.58'</td>
</tr>
<tr>
<td>L8</td>
<td>S44°17'27&quot;W</td>
<td>21.02'</td>
</tr>
<tr>
<td>L9</td>
<td>N62°25'51&quot;W</td>
<td>30.63'</td>
</tr>
</tbody>
</table>

SOUTHWEST CORNER OF SECTION 6
FOUND BRASS CAP FLUSH
LV1: 04-02-2017

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

TLA: FERRIS/HENSHAW - MEMORY/MILLER 69KV
SW 1/4, SECTION 6
T.2 S., R.5 E.
7.1 SOUTH - 24.1 EAST

02-16-2023
FIELD DATE: 08-30-2022
EXHIBIT “B”

SRP JOB NUMBER: T3269712
SRP JOB NAME: TLA: HENSHAW - FERRIS/HENSHAW - MEMORY/MILLER 69KV
TTRRSS: 255E06

DATE: 02-16-2023
PAGE: 1 OF 3

A PORTION OF LOT 2 OF "TRACT "A" OF PRICE AND GERMAANN PROFESSIONAL CENTER" AS SHOWN IN BOOK 1132, PAGE 27 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 2651.05 FEET, (BASIS OF BEARINGS);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH 88 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 483.10 FEET;

THENCE NORTH 01 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 85.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS WEST, A DISTANCE OF 36.59 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS WEST, A DISTANCE OF 15.03 FEET;

THENCE NORTH 86 DEGREES 34 MINUTES 54 SECONDS EAST, A DISTANCE OF 221.04 FEET;

THENCE SOUTH 80 DEGREES 26 MINUTES 45 SECONDS EAST, A DISTANCE OF 226.94 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 15.22 FEET;

THENCE NORTH 80 DEGREES 26 MINUTES 45 SECONDS WEST, A DISTANCE OF 227.81 FEET;

THENCE SOUTH 86 DEGREES 34 MINUTES 54 SECONDS WEST, A DISTANCE OF 220.23 FEET TO SAID POINT OF BEGINNING.

CONTAINS AN AREA OF 6720 SQUARE FEET, OR 0.15 ACRE(S), MORE OR LESS.

END OF DESCRIPTION

[Signature]

[Seal]

[Certificate No. 50640]

CLAYTON HOWARD
02/16/2023

ARIZONA - U.S.A.

02/23/2023 Facilities and Support Services, C. Burke

Page 27 of 29

______ Initials
### EXHIBIT "B"

#### LEGEND
- --- : SECTION AND CENTERLINE
- --- : PROPERTY LINE
- --- : TIE LINE
- \(\downarrow\) : SECTION CORNER AS NOTED
- \(\square\) : LOCATION

#### ABBREVIATION TABLE

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<td>APN</td>
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<tr>
<td>PUE</td>
<td>Public Utility Easement</td>
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</table>

#### CAUTION

THE LOCATION AS HEREIN DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT. NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

#### NOTES

ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

FOR INFORMATIONAL LOCATIONAL PURPOSES

---

### SALTED RIVER PROJECT

<table>
<thead>
<tr>
<th>PROJECT ASSESSOR &amp; POWER DISTRICT</th>
<th>LAND DEPARTMENT</th>
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</thead>
<tbody>
<tr>
<td>Salt River Project</td>
<td>TLA: FERES/HENSHAW - MEMORY/MILLER 99KV</td>
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<tr>
<td>SRP LOW NUMBER: NA</td>
<td>SW 1/4, SECTION 6</td>
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<tr>
<td>T.D. NUMBER: 12569712</td>
<td>T2S, R5E</td>
</tr>
<tr>
<td>SHEET: 2 OF 3</td>
<td>7.1 SOUTH - 24.1 EAST</td>
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<tr>
<td>AGENT: ENGLISH</td>
<td>FIELD DATE: 08-30-2022</td>
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<tr>
<td>SHEET SIZE: 8.5&quot;x11&quot;</td>
<td>CREW CHIEF: BAFALOUKOS</td>
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<tr>
<td>DRAWN: MALEK</td>
<td>DATE: 02-16-2023</td>
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<tr>
<td>CHECKED BY: HOWARD</td>
<td>REVISION: 0</td>
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<tr>
<td>SHPE: ENGLISH</td>
<td>CREW CHIEF: BAFALOUKOS</td>
</tr>
<tr>
<td>SHEET: 2 OF 3</td>
<td>FIELD DATE: 08-30-2022</td>
</tr>
</tbody>
</table>

---

**Basis of Bearings:**

The Arizona State Plane Coordinate System, Central Zone, NAD 83 Datum.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AUTHORIZING THE USE OF EMINENT DOMAIN IN CONNECTION WITH THE HIGH-TECH INTERCONNECT PROJECT AND RELATED FACILITIES

WHEREAS, Management of the Salt River Project Agricultural Improvement and Power District ("SRP") has presented to the Board of Directors (the "Board") a project to improve the electric system of SRP, which is commonly referred to as the High-tech Interconnect Project (HIP) and related facilities; and

WHEREAS, a map showing the basic configuration and location of the Project is attached to this Resolution as Diagram 1; and

WHEREAS, Management has provided additional presentation materials that are made a part of the Board record (the "Presentation Materials"); and

WHEREAS, the presentation and Presentation Materials addressed, among others, the following facts:

1. The Project is described as a new 230kV transmission line connecting the existing Henshaw Substation to the new Parlett Substation on Intel's Chandler campus continuing on to the existing Schrader Substation. The Certificate of Environmental Compatibility was approved by the Arizona Corporation Commission on December 16, 2021.

2. The Project is needed to meet the electrical needs of the SRP electric system and, in particular, the growth needs of its customers and to provide added reliability to the electric system.

3. To construct and operate the Project, SRP must acquire appropriate land rights, which are delineated in the Presentation Materials, over the real property described in Exhibit A attached hereto. Such land rights include, without limitation, the rights to construct, install, reconstruct, replace, remove, repair, operate and maintain underground conduits, conductors, pipes, cables, wires, fiber optic, concrete encasement, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith (collectively "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith.

4. Construction of the Project is critical to maintain network reliability and to meet the current and anticipated electric system needs of SRP and its customers.
5. SRP must acquire the rights of way and other land rights necessary to construct and operate the Project. In this regard SRP may find it necessary to exercise its rights of eminent domain granted by A.R.S. Sections 48-2340, 48-2341 and 12-111, *et seq*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AS FOLLOWS:

1. The Board finds that the Project is necessary and critical to SRP for the operation of its electric system and to meet the electric load and reliability needs of SRP’s customers.

2. The Board finds that the land rights delineated in the Presentation Materials, over the real property described in Exhibit A, and such additional rights as may be otherwise necessary or customary for the construction of the Project, and each of them, are reasonably needed to meet the proposed increase in load for the SRP power system and provide added reliability to the power electric system to meet the needs of SRP’s customers.

3. The Board finds that it is critical to the electric load and reliability needs of SRP that the Project be constructed in a timely manner.

4. The Board finds that it is appropriate, where reasonably necessary, that SRP exercise its rights of eminent domain in order to acquire the easements, rights of way, fee interests, and other land rights needed for the Project.

5. The Board hereby authorizes the power of eminent domain, where reasonably necessary, in order to acquire the easements, rights of way, fee interests, and other land rights over the property described in Exhibit A and in the Presentation Materials, and as may be reasonably necessary or customary to construct, maintain, and operate the Project.
Diagram 1 – Route Map
EXHIBIT A

Legal Descriptions
EXHIBIT A
High Voltage Underground Easement
EXHIBIT “A”

SRP JOB NUMBER: T3339278
SRP JOB NAME: PARLETT – SCHRAIDER 230KV UNDERGROUND
SECTION 22, TOWNSHIP 25, RANGE 5E

DATE: 02-15-2023
PAGE 1 OF 3

A PORTION OF TRACT “B” OF PINELAKE ESTATES, RECORDED AS BOOK 584, PAGE 27, MARICOPA COUNTY RECORDER (MCR), LOCATED IN THE SOUTH-WEST QUARTER OF SECTION 22, TOWNSHIP 25, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 22, BEING A BRASS CAP IN HAND HOLE, BEARS SOUTH 89 DEGREES 11 MINUTES 57 SECONDS WEST, A DISTANCE OF 2647.60 FEET (BASIS OF BEARINGS);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89 DEGREES 11 MINUTES 57 SECONDS WEST, A DISTANCE OF 1188.74 FEET;

THENCE DEPARTING SAID SOUTH LINE NORTH 00 DEGREES 17 MINUTES 02 SECONDS WEST, A DISTANCE OF 1405.41 FEET TO THE WEST LINE OF SAID TRACT “B” AND THE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 17 MINUTES 02 SECONDS WEST, A DISTANCE OF 601.00 FEET;

THENCE DEPARTING SAID WEST LINE NORTH 89 DEGREES 42 MINUTES 49 SECONDS EAST, A DISTANCE OF 34.91 FEET TO THE EAST LINE OF SAID TRACT “B”;

THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 17 MINUTES 11 SECONDS WEST, A DISTANCE OF 601.00 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 89 DEGREES 42 MINUTES 49 SECONDS WEST, A DISTANCE OF 34.93 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 20,986 SQUARE FEET, OR 0.482 ACRE(S), MORE OR LESS.

DISTANCES CONTAINED IN THIS DESCRIPTION ARE GROUND DISTANCES. GRID DISTANCES WERE SCALED BY A COMBINED SCALE FACTOR OF 1.00015221977783 TO OBTAIN GROUND DISTANCES.

END OF DESCRIPTION
EXHIBIT "A"

LEGEND

--- SECTION AND CENTERLINE

----- PROPERTY LINE

| LOCATION |

◊ SECTION CORNER AS NOTED

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAVD 88 DATUM.

ABBREVIATION TABLE

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<td>BCH</td>
<td>BRASS CAP IN HOLE</td>
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<td>MCR</td>
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<td>LAST VISUAL INSPECTION</td>
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CAUTION

DISTANCES CONTAINED IN THIS DESCRIPTION ARE GROUND DISTANCES. GRID DISTANCES WERE SCALATED BY A COMBINED SCALE FACTOR OF 1.00015221977783 TO OBTAIN GROUND DISTANCES.

THE LOCATION AS HEREIN DETERMINED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT. NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-180.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

FOR INFORMATIONAL LOCAUTIONARY PURPOSES

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

PARLETT - SCHRADER
23OKV UNDERGROUND
(PINELAKE HOA)

02/23/2023 Facilities and Support Services, C. Burke
Page 7 of 13

_____ Initials
EXHIBIT "A"

WEST 1/4 CORNER
SECTION 22
FND BCH
LVI 06-13-2017

ARIZONA AVENUE

SOUTHWEST CORNER
SECTION 22
FND BCH
LVI 07-22-2016

CHANDLER HEIGHTS ROAD

TRACT "B"
PINE LAKE ESTATES
BUCK 584, PAGE 27, (MCR)
2002-0148904 (MCR)
APN: 303-46-331

CRESSENT PLACE

SOUTH 1/4 CORNER
SECTION 22
FND BCH
LVI 12-14-2017

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

PARLETT - SCHRADER
230KV UNDERGROUND
(PINE LAKE HOA)

02/23/2023 Facilities and Support Services, C. Burke
EXHIBIT A
Temporary Construction Easement
EXHIBIT “A”

SRP JOB NUMBER: T3339278
SRP JOB NAME: PARLETT – SCHRADER 230KV UNDERGROUND
SECTION 22, TOWNSHIP 2S, RANGE 5E

DATE: 12-20-2022
PAGE 1 OF 4

AN EASEMENT WITHIN TRACT “B” OF PINELAKE ESTATES, RECORDED AS BOOK 584, PAGE 27, MARICOPA COUNTY RECORDER (MCR), LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 22, BEING A BRASS CAP IN HAND HOLE, BEARS SOUTH 89 DEGREES 11 MINUTES 57 SECONDS WEST, A DISTANCE OF 2647.55 FEET (BASIS OF BEARINGS);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89 DEGREES 11 MINUTES 57 SECONDS WEST, A DISTANCE OF 1188.78 FEET;

THENCE DEPARTING SAID SOUTH LINE NORTH 00 DEGREES 17 MINUTES 02 SECONDS WEST, A DISTANCE OF 1405.41 FEET TO THE WEST LINE OF SAID TRACT “B” AND THE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 17 MINUTES 02 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID WEST LINE NORTH 89 DEGREES 42 MINUTES 49 SECONDS EAST, A DISTANCE OF 26.93 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 11 SECONDS WEST, A DISTANCE OF 401.00 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 49 SECONDS WEST, A DISTANCE OF 26.91 FEET TO THE WEST LINE OF SAID TRACT “B”;

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THENCE DEPARTING SAID EAST LINE SOUTH 89 DEGREES 42 MINUTES 49 SECONDS WEST, A DISTANCE OF 34.93 FEET TO THE POINT OF BEGINNING.
EXHIBIT “A”

SRP JOB NUMBER: T3339278
SRP JOB NAME: PARLETT – SCHRADER 230KV UNDERGROUND
SECTION 22, TOWNSHIP 2S, RANGE 5E

DATE: 12-20-2022

SAID EASEMENT CONTAINS AN AREA OF 10,192 SQUARE FEET, OR 0.234 ACRE(S), MORE OR LESS.

DISTANCES CONTAINED IN THIS DESCRIPTION ARE GROUND DISTANCES. GRID DISTANCES WERE SCALED BY A COMBINED SCALE FACTOR OF 1.00015221977783 TO OBTAIN GROUND DISTANCES.

END OF DESCRIPTION

[Signature]

[Stamp]

50640
CLAYTON HOWARD
12/21/2022
AZERINA. U.S.A.
EXHIBIT "A"

LEGEND
- - - - - - SECTION AND CENTERLINE
- - - - - - PROPERTY LINE
- - - - - - LIMITS OF EASEMENT
♦ - - - - - - SECTION CORNER AS NOTED

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

ABBREVIATION TABLE
APN: ASSESSOR'S PARCEL NUMBER
FND: FOUND
BCG: BRASS CAP FLUSH
BCM: BRASS CAP IN HOLE
MCR: MARICOPA COUNTY RECORDER
LVE: LAST VISUAL INSPECTION
NTS: NOT TO SCALE
POG: POINT OF COMMENCEMENT
POB: POINT OF BEGINNING

CAUTION
DISTANCES CONTAINED IN THIS DESCRIPTION ARE GROUND DISTANCES.
GRID DISTANCES WERE MULTIPLIED BY A COMBINED SCALE FACTOR OF 1.0001922197783
TO OBTAIN GROUND DISTANCES.

THE EASEMENT LOCATION AS HEREIN DETERMINED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-180.21, ET. SEQ., ARIZONA BLUE STAKE LAW PRIOR TO ANY EXCAVATION.

NOTES
THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT
SRP LDM NUMBER: N/A SCALE: NTS
T NUMBER: T33S927B SHEET: 3 OF 4
AGENT: ENGLISH SHEET SIZE: 8.5"X11"
DRAWN: LEONARD REVISION:
CHECKED BY: CREW CHIEF: MORZELLA
DATE: 12-19-2022 FIELD DATE: 08-12-2021

SURVEY DIVISION
LAND DEPARTMENT
PARLETT - SCHRADER
230KV UNDERGROUND
(PINELAKE HOA)
### EXHIBIT "A"

- **TRACTION "B" PINELAKE ESTATES**
- **BOOK 584, PAGE 27, (MCR)**
- **APN: 303-46-331**

### Initials

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<th>SURVEY DIVISION LAND DEPARTMENT</th>
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<td>AGRICULTURAL IMPROVEMENT &amp; POWER DISTRICT</td>
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<tr>
<td>SHEET: 4 OF 4</td>
<td>(PINELAKE HOA)</td>
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**SRP LDWR NUMBER:** N/A

**T NUMBER:** T1339278

**AGENT:** ENGLISH

**DRAWN:** LEONARD

**CHECKED BY:** CREW CHIEF: MORIZELLA

**DATE:** 12-19-2022

**FIELD DATE:** 08-12-2021
Approval

Board to determine which option will be used to interview GM/CEO candidates:

1. Full Board

2. Board segmented into groups
thank you!
Executive Summary:
Management conducted its annual review of SRP’s 2035 Corporate Goals against current trends and market conditions, including through the lens of multiple recession scenarios. The review concluded that the major trends within SRP’s operating environment continue to be impactful but have not significantly shifted over the past year and that even under multiple near-term recession scenarios, SRP’s 2035 Corporate Goals remain appropriate and achievable. Accordingly, Management recommends no modifications to the 2035 Corporate Goals.

Background:
In 2019, SRP established its Board-approved 2035 Strategic Directions and Corporate Goals to set SRP up for long-term success in the face of transformative change. The development of such goals was grounded in a vision of the major forces of change that would play out between then and 2035, such as increasing customer expectations, an accelerating pace of technological advancement, and a heightened focus on the impacts of climate change. Given the scale and durability of these trends, SRP created the 2035 Corporate Goals to be resilient and to serve as a north star throughout a great deal of enduring change.

With the pace and scale of change continually increasing, the 2035 Corporate Goals are reviewed annually to ensure the goals remain relevant and appropriate given any material shifts in trends or market conditions. Last year, the review process resulted in a set of Board-approved updates to the goals to address major shifts in the pace and influence of the trends referenced above.

Review Process and Assumptions:
As part of the annual review process, Management assessed SRP’s 2035 Corporate Goals against current trends and market conditions to determine if any goal adjustments are warranted. This year, the review was expanded to evaluate potential recession impacts on SRP’s ability to achieve its corporate goals and whether strategic gaps would emerge under the current set of goals.

Multiple recession scenarios were used to assess how different severity levels and durations of a potential recession would impact the national and local economy. Given the analysis performed along with a review of prior recessionary impacts on SRP’s operations and core metrics, it is anticipated that recessionary effects would, to a varying degree, be short-term (two quarters to two years) and would reverse once a new economic recovery emerged.

In addition to considering potential recessionary impacts, Management also evaluated the status and outlook of the major forces of change within SRP’s operating environment to determine whether any material shifts have occurred in broader market and industry trends. The review concluded that no new or unexpected trends have emerged (beyond the increased risk of a recession), and that the same major trends (Figure 1) continue to persist and ultimately shape the utility landscape today. While the trends are generally unchanged since last year in their trajectory, incremental shifts within each of the trends are bringing forward new pressures, opportunities, and priority areas of immediate focus.

Figure 1: Major Trends
This year, one of the most notable shifts comes in the form of new, and significantly impactful, federal legislation that stands to emphasize, accelerate, and cause greater intersection of each of the major trends. The Infrastructure Investment and Jobs Act (IIJA) and Inflation Reduction Act (IRA) will expedite the transition to the ‘utility of the future’, causing utilities to re-evaluate their approach to decarbonization and address some of the near-term barriers to realizing the opportunities of the new legislation, such as prioritizing transmission interconnection reform and infrastructure build out, grid modernization and resilience, innovative supply chain solutions, and new partnerships and coalitions.

The 2035 Corporate Goals position SRP on the appropriate trajectory to respond to and take advantage of the recent legislative shifts as well as the other major trends that persist. Accordingly, the review process concluded that given the status of and outlook on industry trends and market conditions, including the assumption of a near-term recession, no material impacts are expected relative to achieving the 2035 Corporate Goals and no strategic gaps were identified. Rather, the 2035 Corporate Goals continue to provide effective strategic guidance for key decisions and resource prioritization in the coming years. The review did, however, emphasize the importance of revisiting SRP’s 2035 Sustainability Goals to address shifts in policy, utility sustainability commitments, and broader market trends over the last several years. Such shifts are scheduled to be addressed in the upcoming goal update process described further below.

**Upcoming Strategy Processes:**
Throughout FY24, SRP will conduct two comprehensive, corporate-wide strategy efforts. The first process will extend SRP’s planning vision to establish a strategic plan for SRP out to 2050 while updating and aligning SRP’s 2035 Corporate Goals. Leveraging the outcomes of that process, SRP will initiate its 2035 Sustainability Goal update process, which occurs every five years and involves significant internal and external stakeholder engagement. Board approval of the 2050 strategic plan and associated 2035 goals is planned to occur by the end of FY24, while the updated 2035 Sustainability Goals are scheduled for Board approval in early FY25.

**Recommendation:**
Management recommends no modifications to the 2035 Corporate Goals given the current state and outlook of SRP’s operating environment and broader market conditions. The existing 2035 Corporate Goals (included within this pre-read) remain appropriate for SRP and accomplish the foundational purpose of providing the company with a stable and resilient strategic vision amid significant change.
OUR MISSION:
We serve our customers and communities by providing sustainable, reliable and affordable water and energy.

STRATEGIC DIRECTIONS:

CUSTOMERS
Understand value from our customers' perspective and offer choices that meet the customers' needs, wants and aspirations.

COMMUNITY
Develop and enhance partnerships and engagements with cities, communities and Native American nations and tribes.

WORKFORCE
Further develop an engaged, inclusive and future-ready workforce that reflects and embraces the diverse backgrounds and perspectives of our communities.

SUSTAINABILITY
Embed sustainable principles and practices in all that we do to deliberately increase the pace of our transformation and create a lasting, positive social and environmental impact.

LEADERSHIP
Provide public policy and thought leadership on issues at the heart of SRP’s mission, including water, energy and economic development.

FINANCES
Maintain SRP’s strong financial health and increase our financial flexibility.

Our Strategic Directions and 2035 Corporate Goals make up SRP’s Strategic Framework, which defines what we want to achieve over the long term in order to deliver on our mission.
**GOAL 1**

Continually improve the customer experience, satisfaction and loyalty.

A. Ensure methods to measure customer satisfaction remain meaningful and actionable.
B. Increase customer satisfaction by 10% relative to FY19 SRP Customer Perspectives metrics.
C. Achieve and maintain an SRP Brand Health Index of 65 or greater.
D. Achieve at least 80% of customers who give SRP a positive rating for its sustainability efforts.

**GOAL 2**

Personalize the customer experience by providing segment-specific products, services and communications.

A. Provide customers with convenient solutions to manage their energy usage and environmental impact.
   i. Refine the portfolio of pricing and program options to meet changing customer needs and demand for clean energy, market-based pricing and energy affordability.
   ii. Deliver over 3 million MWh of annual aggregate energy savings.
   iii. Deliver at least 300 MW of dispatchable DR and load management programs.
   iv. Expand the portfolio of Electric Technology (non-EVs) programs to deliver 300,000 MWh of annual aggregate energy impact.

B. Enable unified and enhanced customer interactions supported by holistic, data-driven insights that allow us to better serve and guide our customers.

C. Enable the interconnection of all customer-sided resources, including solar photovoltaic (PV) and battery storage, without technical constraints while ensuring current levels of grid integrity and customer satisfaction.

**GOAL 3**

Manage SRP’s water portfolio to ensure a reliable, sustainable water supply to serve the needs of shareholders.

A. Ensure a 2.5 acre-feet per acre allocation, including 2 acre-feet of stored water per acre, while providing supplemental water supplies as needed.
B. Store 1 million acre-feet of water supplies underground.
C. Achieve a lost and unaccounted for water rate of less than 5% on a 10-year rolling average.

**FINANCES**

**GOAL 1**

Have retail electric prices that are in the lowest quartile, on average, in the region.

**GOAL 2**

Maintain a strong yet flexible financial position as measured by key financial indicators.
SUSTAINABILITY | 2035 CORPORATE GOALS

GOAL 1

Take meaningful action to address climate change and our environmental impact.

A. Transition to less carbon- and water-intensive generation.
   i. Reduce SRP’s carbon emissions by 65% from 2005 levels by 2035 as measured on a pounds of CO₂ per MWh of energy basis.
   ii. Eliminate or offset power generation groundwater use in Active Management Areas (AMAs).
   iii. Achieve 20% reduction in generation-related water use intensity across all water types.

B. Implement sustainable best practices and efficiencies across internal operations.
   i. On a mass basis, reduce carbon emissions from facilities by 30% and water use by 45%.
   ii. Reduce carbon emissions from fleet by 30% on a mass basis.
   iii. Incorporate sustainability criteria into sourcing decisions for 100% of managed spend.
   iv. Divert 75% of municipal solid waste (MSW).
   v. Divert 95% of non-hazardous industrial solid waste sent to Investment Recovery.
   vi. Engage 100% of employees in efforts that contribute to SRP’s sustainability goals.

GOAL 2

Manage SRP’s sustainability performance through an Environmental, Social and Governance (ESG) framework that prioritizes and aligns our actions with the present and future needs of our customers, communities, employees and stakeholders.

GOAL 3

Support the enablement of 500,000 electric vehicles (EVs) in SRP’s service territory and manage 90% of EV charging through price plans, dispatchable load management, OEM integration, connected smart homes, behavioral and other emerging programs.

WORKFORCE | 2035 CORPORATE GOALS

GOAL 1

Achieve a top 10% ranking for safety culture as benchmarked against appropriate industries and continually improve safety performance with the aspirational goal of zero incidents.

GOAL 2

Attract, develop and retain a high-performing workforce with the range of skills and competencies necessary to be successful in a dynamic environment.

GOAL 3

Maintain and foster a strong company culture that embeds diversity and inclusion across the organization and inspires an engaged, innovative and committed workforce to achieve SRP’s mission.
LEADERSHIP | 2035 CORPORATE GOALS

GOAL 1
Engage in public policy and provide thought leadership to advocate for, educate and influence on issues at the heart of SRP’s mission and that improve the quality of life for Arizonans, including water, energy, sustainability, education and economic development.

A. Hold key positions at relevant regional, industry and community organizations and demonstrate leadership to shape and implement water- and energy-related decisions and solutions and to advance the mission of public power.

B. Increase SRP’s leadership role in forest restoration treatments through partnerships, influence, education and support for the industry to thin 50,000 acres per year or 500,000 acres total.

GOAL 2
Employ SRP’s unique leadership, expertise and influence to enhance the resiliency and operational flexibility of our water system to ensure a sustainable water supply for our shareholders and customers and to address local and state water challenges.

GOAL 3
Integrate and operate emerging clean technologies and engage in industry and regional efforts to advance decarbonization and address growing energy demand.

A. Participate in coalitions and industry partnerships to conduct research and demonstration projects that support and prepare SRP for the deployment of emerging technologies and infrastructure.

B. Take a proactive role in the development and operation of regional Western electric markets that provide value for SRP and our customers.

COMMUNITY | 2035 CORPORATE GOALS

GOAL 1
Proactively partner with communities and Tribal Nations on economic development initiatives and also on programs related to water, energy and sustainability.

A. In partnership with Valley cities, support municipal water conservation goal achievements by creating and executing programs to identify 5 billion gallons of potential water conservation by 2035.

GOAL 2
Be a positive presence and create strong partnerships in our communities through corporate outreach, contributions, educational programs and employee giving.

A. Achieve and maintain an SRP Community Index score of 62 or greater.
SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT
RULES AND REGULATIONS

SRP RULES
AND
REGULATIONS
(Last Revised, 2022)

(Note: Please refer to the SRP Home Page at www.srpnet.com for the version of these Rules and Regulations now in effect.)
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SRP RULES AND REGULATIONS
DEFINITIONS

1.1 The following terms, when used herein, have the meaning specified:

1.1.1 ACT: The Arizona Electric Energy Reliability Act consists of the provisions of Title 30, Chapter 6 (§ 30-801, et seq.) of the A.R.S., as amended.

1.1.2 AGREEMENT FOR ELECTRIC SERVICE: The terms and conditions, either standard or non-standard, to provide electric service and specify the Price Plan and other terms and conditions under which a Customer will pay for that service from SRP.

1.1.3 A.R.S.: Arizona Revised Statutes.

1.1.4 BALANCING AUTHORITY: The responsible entity that integrates resource plans ahead of time, maintains Load-interchange-Generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.

1.1.5 BALANCING AUTHORITY AREA: The collection of Generation, Transmission, and Loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains Load resource balance within this area.

1.1.6 BILLING PERIOD: The time interval between two consecutive bills, typically 30 or 31 days.

1.1.7 BOARD: The SRP Board of Directors.

1.1.8 BUILDING: A structure that stands alone or is separated from adjoining structures by fire walls with all openings therein protected by fire doors. If this definition conflicts with local building codes, the local code definition will prevail.

1.1.9 CAPACITY: The continuous Load-carrying ability of Generation, Transmission, or other electrical equipment, expressed in megawatts (MW), megavolt-amperes (MVA), kilowatts (kW), or kilovolt-amperes (kVA).

1.1.10 CLASS OF USE: A classification of Customer usage type, defined by end use, voltage level, electricity use pattern, Price Plan, or other criteria (e.g., residential, general service, lighting).
1.1.11 COMMON FACILITIES: Facilities providing electric service to Persons other than the owner that use Energy registered through a single meter when the owner owns all Distribution facilities beyond the Point of Delivery.

1.1.12 CONNECTED LOAD: The sum of the ratings of the Customer’s Power-consuming equipment that is or may be connected to SRP’s electric system.

1.1.13 CONSUMER OMBUDSMAN: An SRP representative who works with Customers to investigate and resolve certain non-Transmission related Customer disputes in accordance with A.R.S. § 30-803.

1.1.14 CONTINGENCY: The unexpected failure or outage of an electric system component, such as a generator, Transmission line, circuit breaker, switch, or other element. The failure also may include multiple components that are related by situations leading to simultaneous component outages.

1.1.15 CONTRIBUTION IN AID OF CONSTRUCTION (CIAC): Advance payment from a Customer for the design and construction of new or additional facilities, or Enhanced Distribution Facilities and related costs, and for other purposes as provided in these Rules and Regulations.

1.1.16 CUSTOMER: Any Person receiving electric service from SRP for one or more accounts, including Transmission service, Distribution service, and Ancillary Services necessary to deliver and measure Electrical Energy and Power. Where the context requires, the term “Customer” includes an applicant for SRP service.

1.1.17 DEDICATED: Electric service provided to a Customer via facilities usually used only to serve that Customer.

1.1.18 DEDICATED FACILITIES: Facilities that, by contractual arrangement, are utilized by only one Customer to receive electric service.

1.1.19 DEMAND: The rate at which Electrical Energy is delivered to or by an electric system or part of an electric system at a given instant or averaged over any designated interval of time. Demand may be expressed in kilowatts (kW), kilovolt-amperes (kVA), megawatts (MW), or other suitable units. The designated interval can be specified in the Standard Electric Price Plan, the Agreement for Electric Service, or within these Rules and Regulations. Types of Demand may include:

a. AVERAGE DEMAND: The Electrical Energy delivered during any interval of time as determined by dividing the total Energy by the units of time in the interval.
b. **BILLING DEMAND**: Demand, usually expressed in kilowatts (kW), used for calculation of the bill. It may be the Connected Load, the measured Demand, or a modification of either as provided for in an Agreement for Electric Service, Price Plan, or any Special Contracts. It may be based on the contract year, a contract minimum, or a previous maximum and, therefore, may not coincide with the actual Demand measured during the Billing Period.

c. **COINCIDENT DEMAND**: As it applies to Totalizing, the total Energy Demand required by a Customer occurring simultaneously during a particular time period for the Service Equipment under consideration.

d. **DEMAND INTERVAL**: The time period during which Electrical Energy is measured, usually in 15-, 30-, or 60-minute increments.

e. **INSTANTANEOUS DEMAND**: The rate at which Electrical Energy is delivered at a given instant.

f. **INTEGRATED DEMAND**: The average of the Instantaneous Demands during the Demand Interval.

g. **INTERRUPTIBLE DEMAND**: The amount of Customer Demand that, in accordance with contractual arrangements, can be interrupted by direct control of the electric system operator or by action of the Customer at the direct request of the electric system operator. In some instances, the Demand reduction may be initiated by the direct action of the electric system operator (remote tripping) with or without notice to the Customer in accordance with contractual provisions.

h. **PEAK DEMAND**: The highest electric requirement occurring in a given period (e.g., an hour, day, month, season, or year). For an electric system, it is equal to the sum of the metered net outputs of all generators within a system and the metered Line flows into the electric system, less the metered Line flows out of the electric system.

1.1.20 **DISTRIBUTED GENERATION FACILITY**: Any electricity generating technology capable of Parallel Operation that is connected on the Customer’s side of the retail meter.

1.1.21 **DISTRIBUTION/DISTRIBUTION SYSTEM**: The portion of SRP’s electric system used to deliver Electrical Energy to Customers from points on the Transmission System.
1.1.22 DISTRIBUTED ENERGY DEVICE: A Distributed Generation Facility or an Energy Storage Facility.

1.1.23 ELECTRIC SERVICE SPECIFICATIONS: SRP’s requirements for wiring, metering, equipment, and other matters as specified in the relevant SRP manual.

1.1.24 ELECTRICAL ENERGY/ENERGY: The Generation or use of electric Power by a device during a period of time, expressed in kilowatt-hours (kWh), megawatt-hours (MWh), or gigawatt-hours (GWh).

1.1.25 EMERGENCY DISCONNECT: See Section 4.15.2.

1.1.26 ENERGY: See “Electrical Energy/Energy.”

1.1.27 ENERGY STORAGE FACILITY: An energy storage device or multiple devices at a single location capable of Parallel Operation, that is connected on the Customer’s side of the retail meter.

1.1.28 ENHANCED DISTRIBUTION SYSTEM/FACILITIES: Any improvements or modifications made to SRP’s standard Distribution System at the request of, or to benefit, a Customer or potential Customer or as mandated by SRP’s Distribution operational requirements.

1.1.29 EXECUTIVE DISPUTE RESOLUTION COMMITTEE: A three-person committee of SRP executive representatives that has final management decision-making responsibility for resolution of any dispute within its purview that is referred to it.

1.1.30 EXTENSION: Lines and/or Service Laterals required to extend electric service from SRP’s existing permanent facilities to the Point of Delivery.

1.1.31 FACILITIES CHARGE: An amount to be paid by the Customer as a lump sum or periodically, for Transmission or Distribution facilities provided by SRP.

1.1.32 FROZEN: Refers to Price Plan or rider for which new Customers or new accounts are no longer accepted. A Frozen Price Plan may or may not have an expiration date. Frozen Price Plans and their associated riders may be changed in the same manner as any other Price Plan or rider.

1.1.33 GENERATION: The process of producing Electrical Energy from other forms of energy; also, the amount of Electrical Energy produced, usually expressed in kilowatt-hours (kWh) or megawatt-hours (MWh).
| 1.1.34 | GOVERNMENTAL ENTITY: A county, city, or other governmental authority having jurisdiction over a particular matter. |
| 1.1.35 | HIGH-RISE BUILDING: Any Building, residential or commercial, typically having more than four stories within which the most economically feasible electrical Distribution System exceeds 240 volts and step-down transformation is necessary to serve the ultimate Customer. |
| 1.1.36 | INTERCONNECTION AGREEMENT: An agreement between SRP and a Person who interconnects a Distributed Energy Device to SRP’s electric system. |
| 1.1.37 | INTERCONNECTION SERVICE: Service available to a Customer or other Person that owns, leases, or operates a Distributed Energy Device, if approved by SRP. Such service permits a Customer to interconnect with SRP’s electric system. |
| 1.1.38 | KILOVOLT-AMPERE (kVA): 1,000 volt-amperes. |
| 1.1.39 | KILOWATT (kW): A unit of Power equal to 1,000 watts or approximately 1.341 horsepower. |
| 1.1.40 | KILOWATT-HOUR (kWh): The amount of Energy delivered in one hour when delivery is at a constant rate of one kilowatt (kW). |
| 1.1.41 | LINE: A system of poles, ducts, wires, conduits, cable, equipment, and fixtures used for the Transmission and Distribution of electricity. |
| 1.1.42 | LOAD: An end-use device or Customer facility that receives Power from the electric system. |
| 1.1.43 | LOAD FACTOR: The ratio of Average Demand to Peak Demand during a specific period of time, expressed as a percentage. |
| 1.1.44 | OBSOLETE: Refers to a Price Plan, rider, or Price Plan equipment that is no longer available. Prices for Obsolete equipment may be changed in the same manner as any other Price Plan or rider. |
| 1.1.45 | PARALLEL OPERATION: When any electricity generating technology or Energy Storage Device is capable of sending energy on to SRP’s electric system. |
| 1.1.46 | PARTY: In addition to any other Person that may, under applicable law, be deemed a “party,” a Person will be considered a Party for purposes of these Rules and Regulations if that Person (a) is entitled to notice under A.R.S. § 48-2334(A)(3); (b) is considered an “interested person” under A.R.S. § |
2334(A)(2); or (c) submits a written comment, proposal, question, or
document request, makes a presentation to the Board, or interviews any
employee of SRP or consultant of the Board, in connection with a Public
Process.

1.1.47 PERSON: Any individual, partnership, corporation, limited liability
company, Governmental Entity, or other entity.

1.1.48 POINT OF DELIVERY: The location at which SRP’s electric facilities
make contact with a Customer’s Service Equipment.

1.1.49 POWER: The time rate of transferring Energy, usually expressed in
kilowatts (kW).

1.1.50 POWER FACTOR: The ratio of real Power (kilowatts (kW)) to apparent
Power (kilovolt-amperes (kVA)) for any given Load and time and generally
expressed as a percentage.

1.1.51 PRICE PLAN: See “Standard Electric Price Plan.”

1.1.52 PRIMARY GENERAL SERVICE: Electric service that does not require
transformation by SRP below the voltage level at the low side of a
Distribution substation.

1.1.53 PUBLIC NOTICE: The public notice required by A.R.S. § 48-2334(B)
regarding proposed changes to any Standard Electric Price Plan.

1.1.54 PUBLIC PROCESS: A proceeding undertaken by the Board under A.R.S.
§ 48-2334 for purposes of changing any Standard Electric Price Plan.

1.1.55 RULES AND REGULATIONS: These Rules and Regulations, which have
been adopted by SRP pursuant to A.R.S. § 48-2301 et seq., the Act, and
other pertinent authority. The Rules and Regulations have also been
referred to by SRP as “Electric Service Guidelines.”

1.1.56 SECONDARY GENERAL SERVICE: Electric service that requires
transformation by SRP below the voltage level at the low side of a
Distribution substation.

1.1.57 SERVICE EQUIPMENT: The necessary electrical facilities, usually
consisting of a circuit breaker or switch and fuses, conductors, and
accessories constituting the main control and cutoff of the delivery of
Electrical Energy to a Customer, and which are installed, owned, and
maintained by the Customer.
1.1.58 SERVICE LATERAL: A system of wires, fixtures, equipment, and sometimes poles, or the equivalent ducts, conduits, and cables, used to deliver Electrical Energy from the Line or Distribution transformer to the Point of Delivery.

1.1.59 SPECIAL CONTRACT: A written agreement between SRP and a Customer that contains provisions expressly intended to supersede provisions in these Rules and Regulations or the Standard Electric Price Plans. Special Contracts require the prior approval of the Board.

1.1.60 SPECIAL PRICING MEETING: See Section 2.2.3.d.

1.1.61 SRP: The Salt River Project Agricultural Improvement and Power District.

1.1.62 SRP DISTRIBUTED GENERATION INTERCONNECTION HANDBOOK: SRP’s requirements for Customers who desire to connect a Distributed Energy Device to SRP’s electric system. These Guidelines are available from SRP upon request.

1.1.63 SRP GUIDELINES FOR CUSTOMER OWNERSHIP OF SUBSTATION EQUIPMENT: SRP’s requirements for Customers who own substation equipment connected directly to the SRP 69kV or greater voltage Transmission System. These Guidelines are available from SRP upon request.

1.1.64 STANDARD ELECTRIC PRICE PLAN (PRICE PLAN): SRP’s published Standard Electric Price Plans (including riders and similar documents) for standard contract Customers, including residential, industrial, commercial, lighting, and pumping Customers. There may be more than one Price Plan setting forth the charges and conditions for a particular class or type of service. A Price Plan usually includes an identification letter and number, class of service, character or applicability, prices, conditions, and references to these Rules and Regulations.

1.1.65 STANDBY SERVICE: Service supplied to a Customer who normally receives Power and Energy requirements from sources other than SRP.

1.1.66 TOTALIZING: For billing purposes on the appropriate Price Plan, the measurement of the simultaneous Demand and Electrical Energy of a Customer who receives electric service from more than one service entrance section at a single site or campus.

1.1.67 TRANSMISSION/T TRANSMISSION SYSTEM: The interconnected group of Lines and associated equipment used by SRP for the movement or transfer of Electrical Energy between points of supply and points at which
it is transformed for delivery to Customers or is delivered to other electric systems.

1.1.68 UP AND DOWN COSTS: All labor, material, and other charges to install and/or remove SRP’s electrical facilities. The removal (down) costs will be reduced by the salvage value, if any, of any removed material.

1.1.69 VOLT-AMPERE: The apparent Power when one ampere flows between two points having a potential difference of one volt.
GENERAL PROVISIONS

2.1 INTRODUCTION

2.1.1 These Rules and Regulations define the terms and conditions of SRP’s agreement with a Customer to supply electric and related services, and, except as expressly provided otherwise in a Special Contract, supersede any other policies or procedures. These Rules and Regulations shall apply to all SRP Customers.

2.1.2 Implementation and administration of these Rules and Regulations is supplemented by the appropriate Standard Electric Price Plan and the Electric Service Specifications. Upon request, SRP will provide Customers with copies of the specifications relating to their service installations and a copy of the applicable Price Plan. These Rules and Regulations, the Price Plans, and the Electric Service Specifications are also available at www.srpnet.com.

2.1.3 If an issue arises that is not addressed, or is only partially addressed, in these Rules and Regulations or other applicable documents, SRP reserves the right to then consider the issue and implement policy or practice pertinent to it.

2.1.4 The citation or referencing of any document or portion thereof in these Rules and Regulations also means any applicable successor document or portion thereof.

2.1.5 The descriptive headings of the various sections of these Rules and Regulations have been inserted for convenience of reference only and in no way define, modify, or restrict any of the terms and provisions thereof.

2.1.6 When used herein, the terms "include" and "including" mean without limitation.

2.1.7 The waiver by SRP of any breach of any term, covenant, or condition herein contained shall not be effective unless such waiver is in writing, and any waiver shall not be deemed a waiver of any breach of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

2.1.8 SRP will provide service under these Rules and Regulations without regard to race, creed, color, sex, marital status, religion, disability, or national origin.
2.1.9 To be binding on SRP, all promises, agreements, or representations made by an employee or agent of SRP must be set forth in a written agreement, signed by an employee of SRP duly authorized to make such promises, agreements, or representations.

2.1.1 These Rules and Regulations shall be deemed to have been made in the State of Arizona and shall be construed and governed in accordance with the laws of the State of Arizona without regard to its choice of law provisions. Venue for any legal proceeding arising out of or in connection with these Rules and Regulations shall be exclusively in a state or federal court located in Maricopa County, Arizona, and SRP and Customer irrevocably submit to the jurisdiction of any such court.

2.1.10 Customer and SRP each expressly waives any rights that it may have to a trial by jury with respect to any legal proceeding arising out of or in connection with these Rules and Regulations whether such legal proceeding brought by or against it or any of its affiliates.

2.1.11 If any provision of these Rules and Regulations is found by a court of competent jurisdiction to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of SRP as expressed herein.

2.2 CHANGES TO SRP’S RULES AND REGULATIONS AND STANDARD ELECTRIC PRICE PLANS

2.2.1 The Board may change these Rules and Regulations at any time. Further, SRP’s management is authorized to make non-material, administrative updates to these Rules and Regulations.

2.2.2 The Board may change any Standard Electric Price Plan or any other price, fee, charge, minimum, Demand charge, rate, credit, or other pricing term at any time, unless expressly agreed otherwise by a written contract, subject to compliance with the applicable procedural requirements of A.R.S. § 48-2334, as applicable, as amended from time to time, and those set forth in this Section 2.2.

2.2.3 The following rules and procedures apply with respect to each Public Process.

a. Management of Communications. In accordance with A.R.S. §48-2334, the Corporate Secretary will coordinate each Public Process, and will be the single point of contact for all requests for information, documents, and interviews, and the submission of any comments, questions, or proposals, with regard to the subject of the
Public Process. The Public Notice shall prescribe the means of communicating with the Corporate Secretary for purposes of the foregoing requests and submittals.

The Corporate Secretary will create and maintain a list of Persons or entities that submit written comments, proposals, questions, or document requests, make presentations to the Board, or interview any employee of SRP or consultant of the Board, in connection with a Public Process. The Corporate Secretary is responsible for acknowledging receipt of each request and submittal (whether directed to SRP management, the Board, or the Board’s consultant(s)), and ensuring that all such communications are fairly, timely, and accurately presented to the Board and other appropriate Persons.

b. Interviews. In accordance with this subsection, interested Persons or their representatives may interview SRP management concerning proposed changes to the Standard Electric Price Plans and may interview the consultant(s), if any, selected by the Board to assist it in evaluating such proposed changes. Each Public Notice will state that such interviews may be requested, and will include the instructions and deadline(s) for requesting interviews, and the proposed date(s), time(s), and place(s) for such interviews. Unless other arrangements are made, any Board consultant will be available for interviews only on the date(s), time(s), and place(s) specified in the Public Notice. Interview requests must be submitted in the manner, and by the deadline, set forth in the Public Notice, and must describe the general topic(s) related to the Public Process for which the interview is requested. Interested Persons or their representatives may request interviews of a particular SRP employee, but SRP will have sole discretion to select, based on availability and knowledge, the employee(s) to be interviewed. SRP will make reasonable efforts to make the most knowledgeable employee(s) available, and will instruct interviewed employee(s) to answer the questions to the best of their ability; however, the employee(s) may, when further consideration is warranted, provide responses to some questions subsequent to the interview.

Following the completion of each interview, SRP will make available upon request, or post on its website, either an interview transcript or a written summary of the questions asked, and responses provided, during the interview.

c. Written Questions and Requests for Documents. In accordance with this subsection, interested Persons or their representatives may submit, through the Corporate Secretary, written comments and
questions on the proposed changes to the Standard Electric Price Plans and may request documents relative to the proceedings. The Public Notice will state that such comments, questions, and document requests may be submitted, and will include the instructions and deadline(s) for submitting the same. Comments, questions, and document requests must be submitted in the manner, and by the deadline(s), set forth in the Public Notice. SRP will make reasonable efforts to provide timely responses to questions submitted, and accommodate document requests in a timely manner, but reserves the right, to the extent permitted by applicable law, to decline requests for documents or information that are unduly burdensome. Persons requesting copies of meeting transcripts or other materials prepared by a third party may be required to obtain such materials from the third-party preparer, with payment of applicable fees.

d. Board Meetings. SRP will use reasonable efforts to hold the Board meeting required under A.R.S. § 48-2334(D) (the “Special Pricing Meeting”) on the date that is 60 days after the Public Notice. To help ensure that the Board can accomplish its purposes and hear a range of viewpoints, the Board may, to the extent permitted by applicable law, impose reasonable rules and requirements with respect to public comments at the Special Pricing Meeting or other Board meetings at which the Board permits public comments. Such rules may include reasonable time limits on speakers, limitations on the number of speakers, and a requirement that prepared remarks be added to the record without being read aloud.

e. Publication. SRP will publish on its website at www.srpnet.com, within one business day of approval by the Board, any changes to the Standard Electric Price Plans, and will publish notice of such changes in a newspaper of general circulation as soon as reasonably practicable. In addition, SRP will give notice to each affected Customer (or its designated agent) with or prior to the first billing to such Customer under the new or revised Price Plans. Such notice may be provided by mail or other means reasonably expected to reach each affected Customer (or its designated agent) including e-mail. If sent by United States mail, notice will be deemed given when deposited in the mail.

2.3 CONSUMER PROTECTION

2.3.1 Confidentiality:

In accordance with state law, SRP will not release Customer-specific information to third parties unless (a) the information is reasonably required
for legitimate account collection activities or credit analysis activities, or when such information aids in providing safe and reliable service to the Customer, (b) the Customer specifically authorizes in advance the release of such information in writing, or (c) release is required by court order. SRP may provide certain Customer-specific information to its contractors and vendors for billing, remittance, research, Customer service, marketing, and related SRP purposes.

2.3.2 Unfair, Deceptive, and Abusive Business, Marketing, and Advertising Practices:

SRP adheres to the requirements of applicable laws, rules, and regulations regarding advertising and marketing (including telemarketing).

2.3.3 Customer Complaints or Questions Regarding SRP Services:

a. If a residential service Customer has a question or problem concerning electric services provided by SRP, the Customer may call SRP Residential Customer Services at 602-236-8888 or toll free at 1-800-258-4777.

b. Commercial, industrial, and all other Customers who have a question or problem concerning electric services provided by SRP may contact their SRP Energy Manager about the matter, or call SRP’s Business Center at 602-236-8833 or toll free at 1-800-258-4777.

c. If the SRP representative contacted is unable to resolve the issue, the representative will document it on behalf of the Customer and direct it to the appropriate SRP department for further review and response.

d. Customers whose annual Energy usage is less than 100,000 kilowatt-hours (kWh) may submit disputes to a Consumer Ombudsman for a review and determination. If the Customer does not accept the Consumer Ombudsman’s determination, the Customer may request an informational hearing with SRP’s Director of Consumer Affairs, who will render a final decision on behalf of SRP.

e. SRP electric Customers with annual Energy usage equal to or greater than 100,000 kilowatt-hours (kWh) may submit billing, payment, and credit disputes to SRP’s Executive Dispute Resolution Committee which will render a final decision on behalf of SRP.
PROVISION OF SERVICE

APPLICATION FOR SERVICE

3.1 General:

3.1.1 Except where the terms of a Special Contract provide otherwise, SRP provides service to a Customer under and in accordance with these Rules and Regulations. In applying for service, the Customer agrees to be bound by the terms and conditions of these Rules and Regulations, the Standard Electric Price Plans, the Electric Service Specifications, SRP Distributed Generation Interconnection Handbook, SRP Guidelines for Customer Ownership of Substation Equipment, and any Agreement for Electric Service between SRP and the Customer, as applicable.

3.1.2 SRP will assess a Customer a service fee each time SRP is requested to establish or re-establish Distribution service to that Customer. As necessary, SRP will redetermine the service fee from time to time to reasonably compensate SRP for associated costs.

3.1.3 In the case of a new service or a connection to an established service, a Customer, if requested by SRP, will provide the following information with the application for service:

a. Purpose for which service is to be used including a description of major appliances, motors, and other electric use equipment.

b. Location (service address).

c. Address to which bills are to be mailed.

d. Documentation supporting Customer’s authority over the premises either as an owner, tenant, property manager, or otherwise. An application to establish an active Customer account will be accepted only from the Person accepting responsibility for billing payment, or an authorized agent thereof.

e. Date the Customer will be ready for service.

f. Whether premises have been previously supplied with electrical service.

g. Sufficient identification and other information about the Customer to enable SRP to confirm the Customer’s identity.
h. Sufficient financial information about the Customer to enable SRP to evaluate the Customer’s financial condition and creditworthiness if Customer requests a waiver of deposit or similar matter.

i. Any other related information SRP deems necessary to provide service under the terms and conditions of these Rules and Regulations, Standard Electric Price Plans, and the Electric Service Specifications.

3.1.4 SRP will not provide service or install a meter until the Customer has satisfactorily complied with all of the following requirements:

a. Unless otherwise provided herein, settlement of all outstanding indebtedness of the Customer due SRP, including deposits, guaranties, and Contributions in Aid of Construction.

b. Installation of service entrance and wiring in compliance with the Electric Service Specifications.

c. Conformance to applicable requirements of Governmental Entities.

d. Provision of adequate easements and access to the premises satisfactory to SRP for installation, maintenance, and removal of SRP’s facilities.

e. Provision of identification and other information satisfactory to SRP to confirm the Customer’s identity.

f. Execution of all applicable written agreements required by SRP.

3.1.5 If SRP approves more than one Point of Delivery for a Building, in accordance with the provisions of Section 5.1.2, Customer will submit separate application(s) for each Point of Delivery.

3.2 Non-Residential:

3.2.1 SRP may require applicants for service in classifications other than residential to sign an Agreement for Electric Service that will state, at minimum, the particular Standard Electric Price Plan under which the Customer will receive service.

3.2.2 Service may be discontinued upon Customer’s default under, or the expiration of the term stated in, an Agreement for Electric Service under which service is rendered. Should SRP, at its option, continue service beyond the term of an Agreement for Electric Service, such service will be under the terms and conditions provided in the Standard Electric Price Plans
determined by SRP to apply from time to time. Continuance of service beyond the term of such Agreement for Electric Service will not constitute a waiver of SRP’s right to discontinue service for Customer’s breach of or lack of an Agreement for Electric Service.

3.2.3 An application for service may be made by telephone through SRP’s Business Center at 602-236-8833 or toll free at 1-800-258-4777, or by any other method approved by SRP.

3.3 Residential:

An application for service may be made by telephone through Residential Customer Services at 602-236-8888 or toll free at 1-800-258-4777, or by any other method approved by SRP.

CONDITIONS OF SERVICE

3.4 General:

3.4.1 Each type of electric service may not be available at a given location. Before making any installation or purchasing equipment, the Customer should inquire from SRP as to the exact character of service that will be available at the Customer's service location. For very large installations or special applications, SRP may supply service under terms and conditions other than those generally available.

3.4.2 For all Distributed Energy Devices, the Customer must allow metering and monitoring equipment at the site of the device in order to verify the reliability and quality of the electric Power connected to SRP’s electrical system. The type of metering and units to be metered shall be at SRP’s option. Meters and the location of metering will conform to the specifications, terms, and conditions outlined in Section 5.6.

3.4.3 For all Distributed Energy Devices, the Customer must submit an application for Interconnection Service, comply with the Distributed Generation Interconnection Handbook, and sign an Interconnection Agreement as outlined in Section 3.14. Upon SRP’s request and in its sole discretion, SRP may also require a third-party owner or operator of an electrical Distributed Energy Device to sign SRP’s Interconnection Agreement.

3.5 Frequency, Voltage, and Phase:

Service supplied will be alternating current at a regulated frequency of approximately 60 hertz. Single-phase and three-phase services with accompanying voltages are set forth in the Electric Service Specifications.
3.6 Motor Loads:

Motor Loads are subject to limitations set forth in the Electric Service Specifications.

CLASSIFICATION OF SERVICE – STANDARD ELECTRIC PRICE PLANS

3.7 General – Applicability or Qualifications for Price Plans and Riders:

Customers should consult the Standard Electric Price Plans to determine the Price Plans under which they qualify for service. Price Plans available to Customers at any given time may be viewed on the SRP website at www.srpnet.com or may be requested by phone from SRP’s Residential Customer Services or SRP’s Business Center (see Sections 3.2.3 and 3.3 for contact information).

The Customer’s service characteristics and service requirements determine the applicable Standard Electric Price Plan(s). SRP can help determine the most advantageous Price Plan or rider for the Customer. However, because of varying Customer usage patterns, SRP cannot guarantee that the Price Plan a Customer selects is the most economical. In the absence of SRP error or SRP’s agreement in advance, SRP will not provide any refunds if the Customer would have paid less for service had the Customer been billed on an alternate Price Plan or rider.

3.8 Residential Service Plans:

The following types of installations and no others qualify for residential Price Plan service:

3.8.1 Individual residence, individual apartment, or individual manufactured home. In the case of apartment Buildings and manufactured home parks, excluding complexes owned or controlled by a cooperative or other unincorporated association, a Customer must take service under the appropriate general service Price Plan, including service to all Common Facilities.

3.8.2 Accessory Buildings and outdoor lighting, including Buildings located on the same premises and occupied as living quarters by household employees of a Customer, or guest houses not rented by the Customer to permanent or transient guests, when served through the Customer's meter. SRP will not serve commercial establishments such as hotels and motels under residential Price Plans.

3.8.3 A residential dwelling used primarily as a home that maintains standard residential service but is also used for business purposes. If service enhancement is needed to serve the residence/business, SRP will consider
General Service Price Plans:

3.9.1 The Standard Price Plan for General Service (E-36) applies to any class of service for which no other Price Plan is available.

3.9.2 Temporary service will be furnished under the Standard Price Plan for General Service (E-36). SRP, at its sole discretion, will determine whether a Customer's proposed service is temporary. Charges for other than a standard Billing Period will be prorated.

Secondary, Primary, and Dedicated Large General Service Price Plans:

3.10.1 SRP may begin service under one of these Price Plans for new accounts with expected monthly startup consumption greater than 300,000 kWh. Service will continue under the Price Plan provided that actual consumption exceeds 300,000 kWh during each of the first three consecutive months of service. If actual consumption does not meet the Price Plan criteria, SRP may transfer the account to an applicable General Service Price Plan E-32 or E-36.

3.10.2 SRP charges a Facilities Charge to Customers who use SRP facilities for the transformation and Distribution of electricity below the 69 kV level. The Facilities Charge is determined under the Facilities Rider Supplemental to Price Plans E-61, E-63, E-65, E-66, and E-67.

   a. Installation of new or additional Dedicated Facilities shall be subject to the terms and conditions of a separate construction contract. The Customer may be responsible for (i) replacement and installation of Dedicated Facilities substation equipment or other Dedicated Facilities through a Contribution in Aid of Construction, (ii) a change in the monthly Facilities Charge, or (iii) both.

   b. SRP may charge the Customer to recover costs incurred by SRP to remove Dedicated Facilities.

   c. To the extent not recovered by SRP’s Price Plans, Customers who own substation facilities will pay a monthly Facilities Charge to recover the cost of serving that Customer from SRP’s Transmission or sub-Transmission System.

Pumping Service Price Plans:
These Price Plans are applicable to pumping water for commercial agricultural production or municipal water utilities.

3.12 Traffic Signal Lighting Service Price Plan:

SRP will estimate kilowatt-hour (kWh) consumption for billing purposes based on Connected Load and duration of its use. As a condition of service, the Customer must provide SRP notice of any changes in Connected Load after the initial installation.

3.13 Lighting Service Price Plans:

3.13.1 Customers with lighting controllers will pay a monthly Facilities Charge pursuant to the Price Plan, based on the maximum Load rating of the controller.

3.13.2 SRP will estimate kilowatt-hour (kWh) consumption for billing purposes based on Connected Load and duration of its use. SRP may meter any installation.

3.13.3 SRP will maintain the lighting system except when the Customer owns the lights. SRP installation and ownership of new municipal public lighting facilities is not available.

3.13.4 If SRP provides lighting equipment, the prices will be as stated in the Lighting Equipment Rider, Municipal/Non-Municipal Public Lighting Equipment Riders, or the Private Security Lighting Equipment Rider, to the extent applicable.

CLASSIFICATION OF SERVICE – OTHER

3.14 Interconnection Service:

3.14.1 Except as required by applicable law, Interconnection Service is at the sole option of SRP.

3.14.2 Prior to receiving service, the Customer must enter into an Interconnection Agreement. That Agreement supplements the SRP Distributed Generation Interconnection Handbook, the applicable Price Plan, and these Rules and Regulations, and details the rights and obligations of SRP and the Customer pertaining to Interconnection Service. All costs of interconnection and metering are the responsibility of the Customer, unless otherwise provided in an agreement between SRP and the Customer. SRP reserves the right to require any Customer who desires to install a Distributed Energy Device to go through SRP’s Open Access Transmission Tariff interconnection process.
| 3.14.3 | Purchases by SRP of electric Power and Energy from Customers with Distributed Energy Devices will be made based upon the applicable Price Plan or rider. |
MONETARY PROVISIONS

DEPOSITS AND CONTRIBUTIONS IN AID OF CONSTRUCTION

4.1 Form of Security:

4.1.1 Generally, SRP will require a cash deposit or other form of security acceptable to SRP to secure payment of an account or accounts for electricity and related services provided by SRP to a Customer whenever, in SRP’s sole discretion, Customer’s anticipated billings exceed limits determined by SRP or there is a significant risk or indicator of non-payment of indebtedness. In making its determination, SRP may consider the financial condition or creditworthiness of the Customer, the Customer's payment history with SRP, the Customer's payment history with other creditors, the level of services provided by SRP, and the quality of documentation provided to confirm the identity of the Customer, among other factors.

4.1.2 A cash deposit accepted as security for payment of electric service will earn interest at the rate established by SRP until a turn-off for the relevant account is processed, provided such deposit has been held by SRP for at least 180 days. All accrued interest will be credited to the Customer as of December 31 of each calendar year (or another date as may be determined from time to time by SRP) or upon return of the deposit to the Customer, whichever occurs first.

4.2 Refunds of Deposits:

4.2.1 SRP will return a cash deposit to the Customer when service is discontinued after first applying the deposit and accrued interest to any amounts owed to SRP under any account, or accounts, for which Customer is responsible.

4.2.2 SRP will return a cash deposit on an account upon the establishment of a credit history satisfactory to SRP and provided adequate documentation of the identity of the Customer of record is on file, as determined by SRP. For those residential accounts where the Customer is eligible for a deposit refund, SRP may provide refunds automatically. Customers may request refunds on other accounts.

4.2.3 Refunds of cash deposits will be made by check, by application to the account, or by other appropriate mechanism as determined by SRP.
4.3 Waiver of Deposit:

4.3.1 SRP, in its sole discretion, may waive or reduce a security deposit when, for example:

   a. The risk of loss is not significant,

   b. The maximum credit exposure under SRP’s standard payment terms is nominal, or

   c. The Customer and SRP agree to accelerated payment terms and a shorter notification timeline for disconnection than otherwise provided by these Rules and Regulations.

4.3.2 SRP may revoke a deposit waiver, require a deposit, and/or require an additional deposit if a Customer's identity cannot be established to SRP’s satisfaction or, as determined by SRP, based upon the Customer's financial condition or creditworthiness, the Customer’s payment history with SRP or other creditors, the Customer's billings exceeding limits determined by SRP, or other significant risk or indicator of non-payment of indebtedness.

4.4 Contributions in Aid of Construction:

4.4.1 General:

   a. SRP does not pay interest on Contributions in Aid of Construction. Contribution in Aid of Construction payments are generally non-refundable. However, SRP may, in its sole discretion, refund unused design fees if a Customer cancels a project prior to construction.

   b. If SRP must add to, expand, or upgrade its facilities due to the increased Load of an existing Customer or the projected Load of a new Customer, SRP may require the Customer to pay a Contribution in Aid of Construction.

   c. SRP may require a Customer who requests relocation, conversion (undergrounding), modification, or other alteration of SRP’s facilities to pay a Contribution in Aid of Construction.

   d. SRP may require a Contribution in Aid of Construction payment for any Enhanced Distribution System or Enhanced Distribution Facilities installed at the request of, or to benefit, a Customer or potential Customer.

   e. SRP may require a Contribution in Aid of Construction payment for any design, construction, and related costs performed at the
Customer’s request and that is not specifically covered by these Rules and Regulations. Work will begin only after SRP determines the proper Contribution in Aid of Construction amount and documents in a written agreement any necessary additional terms and conditions.

f. SRP will require a Customer who requests temporary service facilities to provide a Contribution in Aid of Construction payment in the amount of the estimated Up and Down Costs prior to SRP performing any work.

g. SRP may require a Contribution in Aid of Construction for the facilities required to serve any Load that, based on SRP estimates, will not provide SRP an adequate return on investment.

h. For platted residential developments with four or more contiguous lots of one acre or less in size, SRP may require a Contribution in Aid of Construction.

i. For Distribution Systems in master planned areas and commercial/industrial subdivisions, SRP may require a non-refundable Contribution in Aid of Construction.

j. For Service Laterals, SRP requires the Customer or developer to provide all trenching, backfill, boring, and conduit when facilities are requested or required to be placed underground, or pay a Contribution in Aid of Construction for the cost of such work.

k. SRP may require a Contribution in Aid of Construction for any facilities that will be installed to provide service to the Customer.

l. SRP may, at its option, compute its charges on the basis of standard unit costs as determined from periodic studies made by SRP of similar construction or removal.

4.4.2 Line Extensions:

a. Any Distribution Line or Service Lateral Extension or reconstruction of existing single- or dual-phase facilities to dual- or three-phase facilities over 1,000 feet in length will be individually evaluated. Such Line or Service Lateral Extension or reconstruction may require payment of a Contribution in Aid of Construction.

b. For underground Line or Service Lateral Extensions, SRP may require a Customer to pay a Contribution in Aid of Construction to SRP for the cost of all trenching, backfill, boring, and conduit.
4.5 Refunds of Contributions in Aid of Construction:

4.5.1 SRP will refund any portion of a Contribution in Aid of Construction designated as refundable, according to the terms of the written agreement between SRP and Customer.

4.5.2 To be eligible for refund, the Customer must make a refund request and present satisfactory supporting documentation within the time frame provided in the agreement. SRP will make a reasonable effort to pay refunds due within 90 days of a timely request by the Customer.

4.5.3 SRP will not make cash refunds of Contributions in Aid of Construction unless all amounts owing to SRP have been paid in full. SRP may apply such refunds to any amounts owed to SRP by the Customer, including other electric service accounts for which Customer is responsible.

BILLING AND PAYMENT

4.6 Meter Readings:

4.6.1 SRP will utilize meter readings that are normally 30 or 31 calendar days apart for purposes of rendering a monthly bill. If, for any reason, the meter reading interval exceeds or falls short of the regular interval by five calendar days or more, SRP will prorate the monthly service charges, kilowatt (kW) charges and, if applicable, kilowatt-hour (kWh) charges in the applicable Price Plan. At its sole discretion, SRP may change the frequency of meter reading.

4.6.2 SRP may compute bills under any Price Plan based on a reasonable usage estimate made by SRP if any of the following conditions apply:

a. The meter fails to register accurately;

b. The meter reader is unable to obtain a meter reading because of locked gates, safety concerns, inclement weather, lack of access, or other hindrance;

c. Service is temporarily supplied without a meter;

d. A contrivance has been used to circumvent the accurate registration of metering devices or there is other evidence of fraud, as described in Section 4.14;
e. The meter reading schedule has been officially changed so that readings are taken at other than monthly intervals and estimation is necessary to compute the monthly bill; or

f. The meter, when capable of electronic communication with SRP, fails to communicate a meter read on a timely basis.

4.6.3 Any failure of SRP to render a complete monthly bill shall not be a waiver of SRP’s right to payment for services supplied by SRP.

4.6.4 Meters will be considered accurate for billing purposes when their registered usage is maintained within plus or minus 3% of 100% accuracy. The range will not exceed the variation established by standard utility practice, except when such allowable range is otherwise specifically limited by Special Contractual provisions. When a meter test confirms the registered usage variation to be in excess of the allowable variation, SRP will adjust the billing, and either debit or credit the Customer retroactively for a time period reasonably estimated by SRP to be the period of the metering error. When a requested meter test confirms that registered usage is within the registration accuracy standards, SRP may assess the Customer a service fee.

4.6.5 When the Customer’s service entrance is energized for the Customer’s convenience, but unmetered, the Customer will pay SRP a daily charge determined by SRP.

4.7 Billing and Terms:

4.7.1 SRP will mail, email, or otherwise provide the Customer a bill for electric services provided by SRP and other SRP charges. Except as provided in Section 4.9 or as otherwise agreed by SRP, the Customer must pay the bill before it becomes delinquent. At SRP’s option, any Person, other than the Customer of record, who benefited from electric services provided by SRP may be held responsible for payment.

a. If one or more of the applicable charges of the Price Plans change during a Billing Period, SRP may prorate the charges accordingly.

b. Unless otherwise provided in these Rules and Regulations, a charge may be imposed for connection or reconnection of service. A service fee may also be charged for other SRP actions related to a Customer’s account.

c. SRP increases or decreases bills in proportion to, and Customer shall pay, any taxes, fees, or charges (excluding federal or state income
taxes) levied or imposed by any Governmental Entity and payable by SRP for any services, Power, or Energy provided by SRP.

4.7.2 Bills will be delinquent unless payment is received by the due date listed on the bill. SRP may charge interest on all delinquent amounts owed to SRP at a rate not to exceed the maximum legal interest rate, and SRP may assess a late payment fee on delinquent amounts.

4.7.3 At the option of SRP, kilowatt (kW) Demand for billing purposes will be determined on a Connected kilovolt-amperes (kVA) Load basis for spot welder and arc welding machines, X-ray apparatus, or any other intermittent or fluctuating Loads. The Customer must consult SRP before installation of any such equipment.

4.7.4 When a Person causes SRP to incur unusual administrative, labor, material, or other costs, SRP may assess a fee to recover such costs.

4.8 Billing and Payment Options:

The most current billing and payment options available to Customers may be viewed on the SRP website at www.srpnet.com or may be requested by phone from SRP’s Residential Customer Services or Business Center (see Sections 3.2.3 and 3.3 for contact information).

4.9 Payment Disputes:

4.9.1 The Customer should notify SRP of discrepancies in SRP’s billing for services provided by SRP. If a Customer advises SRP in good faith that an amount is in dispute, SRP will not commence collection action against the amount in dispute until SRP has verified that the bill was correct; provided, however, that the Customer notifies SRP of the dispute claim before the amount becomes delinquent and pays all other amounts billed by SRP.

4.9.2 Disputes may be submitted to a Consumer Ombudsman or SRP’s Executive Dispute Resolution Committee in accordance with Section 2.3.3.

4.10 Collection of Terminated Accounts:

4.10.1 A Customer whose account has been terminated will be issued a final bill, which must be paid in full upon presentation. If a final bill becomes delinquent, SRP may use any legal means available to collect the amount due from the Customer or any other responsible Person. The Customer or any other responsible Person shall reimburse SRP for all costs and expenses incurred by SRP to collect the amount due.
4.10.2 If SRP disconnects an account for non-payment and the Customer does not pay the account in full, SRP may use any legal means available to collect the amount due from the Customer or any other responsible Person. The Customer or any other responsible Person shall reimburse SRP for all costs and expenses incurred by SRP to collect the amount due.

DISCONTINUANCE AND RECONNECTION

4.11 General:

Failure of SRP at any time to suspend the delivery of service, to terminate an Agreement for Electric Service, or to seek any other legal remedy upon default or breach by the Customer will not affect SRP’s right to seek any such remedies for the same or any future default or breach by the Customer. If a Customer fails to perform as required by these Rules and Regulations, the Price Plans, the Electric Service Specifications, or the Customer’s Agreement for Electric Service, SRP may disconnect service. No personal visit to a Customer’s premises is required prior to disconnection of service. SRP also may disconnect service to the Customer when necessary to comply with any law or regulation applicable to SRP or the Customer, or if a Governmental Entity revokes its clearance for the provision of electrical service.

4.12 Reconnect After Disconnect for Non-Payment:

4.12.1 Seven calendar days prior to disconnecting service for a delinquent SRP billing, SRP will mail, e-mail, or personally deliver to the Customer’s premises a written notice stating the delinquent amount and that SRP intends to disconnect service unless the delinquent amount is promptly paid. This notification requirement does not apply to delinquent extensions for payment of prior billings when a seven-day notice was previously given, to delinquent extensions for payment of deposits or other up-front charges that were billed as a courtesy to the Customer, to a pre-pay account when the Customer controls timing of the disconnection based on self-management of the pre-pay balance, or to insufficient funds regarding the Customer’s payment.

4.12.2 Once SRP disconnects service, SRP will not reconnect service until the Customer (a) applies for service; (b) pays all amounts the Customer owes SRP, including past-due bills and any charges for the cost of disconnecting and reconnecting service; and (c) corrects the condition that resulted in the disconnection. SRP may require an additional security deposit based on its evaluation of the Customer’s creditworthiness.

4.13 Disconnect and Reconnect Pursuant to a Request of a Governmental Entity:
4.13.1 If SRP receives a request to discontinue service from a Governmental Entity stating that it has revoked its clearance for the provision of electrical service, SRP may immediately disconnect service to the Customer without notice.

4.13.2 Once SRP disconnects service due to a request by a Governmental Entity, SRP will not reconnect service until it receives notice that the clearance for the provision of electrical service has been restored by the Governmental Entity.

4.14 Fraud:

4.14.1 No Person shall connect a wire or contrivance to any apparatus used by SRP to supply electricity to a Customer, nor shall any Person provide Power to any device by induction from SRP’s Lines, in such manner that the Person takes electricity that is not properly metered or accounted for. No meter or other instrument installed for measuring the quantity of electricity consumed may be wrongfully obstructed, altered, injured, or prevented from functioning. When a meter seal has been broken by someone other than SRP’s personnel, SRP may assess a reconnection fee to the Customer’s billing. Bills for unmetered electricity may include the full cost or expense incurred by SRP to investigate and confirm diversion of electricity. SRP also reserves the right to impose additional charges, as it deems appropriate, when a provision of this Section 4.14.1 has been violated. Bills for all such charges are due and payable immediately upon presentation unless otherwise agreed by SRP. In addition to the remedies herein, SRP reserves all legal rights available to it including pursuing criminal prosecutions against, and criminal and civil damages from, any Party that violates this Section 4.14.1 or applicable law.

4.14.2 If SRP has evidence that any Customer has caused or allowed any of the conditions of Section 4.14.1 to exist, SRP may, at any time, without notice, discontinue the supply of electricity to the Customer and remove the meter or meters, apparatus, wires, and Service Lateral, as well as any evidence of the condition.

4.14.3 SRP will charge the Customer for periods of unmetered service, estimated using data from available records and information. In the event of damage to meters or Service Equipment, the current Customer of record shall pay SRP based on estimated Energy usage not previously billed as well as any SRP costs associated with restoring proper metering or service.

4.14.4 If SRP disconnects service to the Customer because of a violation of these Rules and Regulations, SRP will not restore service to the Customer until all amounts due SRP have been paid. SRP will include the full cost or expense incurred by SRP for the removal and reinstallation of the meter or meters, apparatus, wires, and Service Lateral. The Customer’s service
entrance must comply with SRP’s then-current Electric Service Specifications before it can be re-energized.

4.15 Other Reasons for Discontinuance:

4.15.1 SRP may terminate an Agreement for Electric Service with a Customer or suspend the delivery of service for any other default or breach of the Agreement by the Customer, but, except as expressly provided otherwise in these Rules and Regulations, SRP will not terminate or suspend service without first giving written notice to the Customer, stating in what particular way the Agreement has been violated.

4.15.2 SRP may terminate or suspend delivery of service in the event of a short circuit or other electrical system failure on the Customer’s side of the Point of Delivery or, if the utilization of the service by the Customer, in SRP’s sole discretion, is a safety hazard or may cause damage to Persons or property (“Emergency Disconnect”). Notwithstanding any other provision of these Rules and Regulations, the Price Plans, the Electric Service Specifications, a Customer’s Agreement for Electric Service, or the Distributed Generation Interconnection Handbook, no advance notice need be given to the Customer in the event of an Emergency Disconnect.

4.15.3 Upon prior written notice, SRP may terminate or suspend the delivery of service if: (a) the Customer refuses to grant or is unable to procure easements necessary for or incidental to SRP’s facilities or its provision of service to the Customer according to Section 5.1.5 or any written agreement between SRP and the Customer, or (b) SRP is not provided proper access to SRP Lines, Service Laterals, meters, or other equipment located on property owned or controlled by the Customer to perform maintenance or repair of SRP facilities, to provide service to the Customer, or to read meters on the Customer’s premises.

4.15.4 Notwithstanding any other provision of these Rules and Regulations, the Price Plans, the Electric Service Specifications, or the Customer’s Agreement for Electric Service or the Distributed Generation Interconnection Handbook, SRP may disconnect a Customer at any time, without notice, and remove the meter or meters if the Customer has misrepresented his or her identity in any manner.

4.15.5 Upon prior written notice to Customer, SRP may terminate or suspend the delivery of electric service to any Customer who: (a) without obtaining SRP’s prior written approval, connects or allows the connection of a Distributed Energy Device to any portion of such Customer’s electric system; (b) is required to sign SRP’s Interconnection Agreement but refuses to do so; (c) fails to procure the signature of a third-party owner or operator
on SRP’s Interconnection Agreement; or (d) fails to comply with the SRP’s Distributed Generation Interconnection Handbook.

4.15.6 SRP may terminate or suspend delivery of electric service at any time, without notice, if a Customer’s identity cannot be established to SRP’s satisfaction.

RESALE OF ENERGY

4.16 General:

4.16.1 Without written notice to and assent from SRP, a Customer may not resell, redistribute, or re-deliver Energy supplied by SRP except as stated in the following Sections.

4.16.2 Written notice is not required if: (a) the Customer is the owner of the premises being served, (b) the Customer elects to accept delivery of Energy to all facilities through one Point of Delivery, (c) the delivery of Energy is measured through one meter, and (d) Energy is delivered only to lessees of Customer.

4.16.3 An owner that elects to deliver Energy to lessees as described in Section 4.16.2 shall be responsible for the expense, installation, and maintenance of any submeters or other devices installed in the Customer's Distribution System to determine the lessees’ electrical usage.

4.16.4 Revenues collected by the owner from a lessee for lessee’s electrical usage must be in accordance with the laws, codes, rules, and regulations established by the Governmental Entities thereof.

4.16.5 If a Customer violates any provision of Section 4.16, SRP may terminate or suspend the delivery of electric service, may refuse to supply electricity, and may seek any other available legal remedy to enforce compliance with such provision.
CONSTRUCTION

LINES AND SERVICE LATERALS

5.1 General:

5.1.1 Lines and electric connections necessary to supply service to the Customer will be provided by SRP in accordance with accepted utility engineering practice and subject to the applicable conditions and provisions of these Rules and Regulations and SRP’s Electric Service Specifications. All connections to SRP’s Lines will be made by SRP unless otherwise agreed to in writing by SRP.

5.1.2 Only one Service Lateral per Building will be constructed and service will be supplied only under a single set of conditions, such as voltage and number of phases, except that, where two or more Classes of Use are required or if, in SRP’s opinion, the Building is exceptionally large or has extraordinary electric Capacity requirements, SRP may approve more than one Point of Delivery to the Building. Separate applications for service must be made for each delivery and each must be metered separately.

5.1.3 SRP reserves the right, at any time, to designate the location of its Lines on a Customer's premises and the location of the Point of Delivery and/or Customer's Service Equipment. Customer's Service Equipment must be installed in accordance with SRP’s Electric Service Specifications.

5.1.4 If SRP is not given adequate assurance of a satisfactory return on investment to extend its facilities, SRP will extend those facilities only after satisfactory arrangements have been made with the Customer to reimburse SRP for the cost of the required installation and the cost of operation thereof.

5.1.5 Upon SRP’s request, the Customer shall provide SRP easements satisfactory to SRP for Lines, Service Laterals, transformers, capacitors, and other equipment necessary or incidental to the provision of service by SRP. Acquisition of easements on third-party property shall be the responsibility of the Customer requesting service; provided, however, that SRP may in its sole discretion and with no obligation or guarantee, assist Customer in acquiring third-party easements and Customer shall reimburse SRP for all incurred costs. SRP is not obligated to commence the design, installation, or modification of electrical facilities for a Customer, nor to construct an Extension of its electric system for service to the Customer until each Customer to be served by such electrical facilities or the Extension has obtained and delivered to SRP easements satisfactory to SRP for such facilities or the Extension. For residential services and existing non-residential services without easements, the Customer shall be deemed
to have granted an easement to SRP for all Service Laterals located upon the premises of the Customer.

5.1.6 Upon SRP’s request, the Customer shall allow installation and maintenance of equipment of other utilities within SRP’s easements or other rights-of-way located upon property owned or controlled by the Customer.

5.1.7 If the Customer requests relocation or removal of SRP’s facilities upon or from the premises of the Customer, such relocation or removal will be made at the expense of the Customer.

5.1.8 If electrical service to a location is terminated, SRP may, in its sole discretion, either remove its Service Lateral and related facilities or leave all or any portion of such Service Lateral and related facilities in place. If any portion of the Service Lateral is not removed by SRP and any Person, including the owner of the premises, later requests relocation or removal of such Service Lateral, the relocation or removal will be made at the expense of the requesting Person.

5.1.9 The length of Line or Service Lateral to be used in computing the additional required Contribution in Aid of Construction, if any, will be measured along the shortest practical distance, as determined by SRP.

5.1.10 Any overhead or underground Extension not specifically addressed by these Rules and Regulations or the Electric Service Specifications will be constructed only after special study by SRP to determine the required Contribution in Aid of Construction and to document all additional terms and conditions.

5.2 Service Laterals:

5.2.1 SRP will install an overhead or underground Service Lateral from existing overhead or underground Lines provided the point of attachment is within the distance limits established by SRP’s construction standards, and provided that adequate clearance can be maintained from any obstructions or hazards. A Contribution in Aid of Construction payment may be required.

5.2.2 Where only underground Lines are available, overhead Service Laterals will not be constructed to serve Customers.
EXTENSIONS

5.3 Construction – Line Extensions:

5.3.1 SRP will extend its Lines to serve a Customer where such Lines are contiguous to the existing electrical utility system (i.e., an Extension must be a branch from, a continuation of, or an addition to, an existing SRP Line).

5.3.2 SRP may construct Line Extensions with greater Capacity than that required by the Customer's electrical Load. The Customer will not be required to bear the cost of such additional Capacity unless the excess is specifically requested or needed to supply anticipated Load growth of the Customer.

5.3.3 Distribution Line Extensions in excess of 1,000 feet for a single Customer or project must be agreed to in writing by the Customer(s) and SRP.

5.3.4 When special Lines are constructed to serve a large Load, and such Lines would not otherwise provide SRP with a satisfactory return on investment, nor would they be constructed except for the revenue derived from the requesting Customer, then other Customers will be served from said Lines only upon their execution of Agreements for Electric Service. Such Agreements will provide for the discontinuance of service in the event of a loss of revenue derived from the large Load or, at the option of SRP, will require the other Customers to pay an additional monthly minimum charge and/or a Contribution in Aid of Construction.

5.3.5 When a Customer requests electric service that requires a three-phase Line Extension, SRP will extend any three-phase feeder Line required to serve the Extension if: (a) in the opinion of SRP, the feeder Line will promote the overall efficiency and reliability of its electric system; (b) the feeder Line is a continuance of SRP’s existing three-phase Distribution System; and (c) the remaining Capacity of the existing feeder is greater than the sum of the Loads of the Customers for whom the Extension and any adjacent Extension is being constructed.

OTHER CONSTRUCTION STANDARDS

5.4 Building and Service Entrance:

5.4.1 Customers will provide all wiring within Buildings on their premises and between the Buildings and the service entrance. The location of the service entrance must be approved in advance by SRP.

5.4.2 The Customer must install, operate, and maintain its electrical facilities in a safe and adequate manner at all times. The SRP Electric Service Specifications manual may be used as a guide. SRP will provide the
Customer with sections of those specifications relevant to the Customer's installation upon request. The manual adheres to the “National Electric Code (NFPA 70)” and the “Electric Utility Service Equipment Requirements Committee” and is generally compatible with local municipal codes. The SRP Electric Service Specifications are subject to such additions and revisions required to remain current with code changes and SRP policy.

5.4.3 SRP is not obligated to inspect the Customer’s wiring, electrical facilities, or any installation downstream of the Point of Delivery. SRP may refuse or discontinue service to a Customer if, in SRP’s opinion, any portion of the Customer's electrical system or installation is unsafe or creates a safety hazard.

5.5 High-Rise Buildings:

5.5.1 The Customer will provide and own all the Distribution facilities within a High-Rise Building, except when a study by SRP indicates a concentration of electrical usage sufficient to justify the additional investment and ownership of such facilities by SRP.

5.5.2 When SRP will provide and own the Distribution facilities, the Customer or Building owner must provide rights-of-way within the High-Rise Building that are satisfactory to SRP. In all cases, the raceways dedicated for use of SRP’s facilities will be separated from all other raceways, shafts, etc. within the Building.

5.6 Meters and Equipment:

5.6.1 SRP will furnish and install the meter or meters to measure the electricity used by the Customer. The SRP meter or meters may be installed on the Customer's side of the Point of Delivery and will remain the property of SRP. The Customer must furnish sufficient space and proper devices for the installation of meters. The meter location must be approved by SRP and must offer adequate protection of metering equipment. The location must also provide sufficient space and reasonable access for service and meter-reading functions. Any Customer contemplating a change in installation or location of meters or equipment must file the proper application for such change with SRP. After an application has been filed, SRP may grant to the Customer or Customer’s agent permission to access the service entrance meter area.

5.6.2 The Customer must protect all property of SRP, including Lines, Service Laterals, transformers, capacitors, meters, structures, and other equipment located on the Customer's premises from theft, damage, or interference.
a. The Customer shall be responsible for loss of or damage to SRP property located on the Customer's premises arising from the Customer's neglect, carelessness, or misuse and shall reimburse SRP for the cost of necessary repairs or replacements.

b. The Customer must notify SRP of any failure of SRP equipment.

5.6.3 SRP will install one meter or set of measuring devices for each Service Lateral, except where individual metering is necessary to bill multiple Customers or different Classes of Use.

5.6.4 To qualify for Totalizing, a Customer must comply with SRP’s Totalizing policies and procedures, as described in the Electric Service Specifications. SRP offers Totalizing of electrical usage in the following scenarios:

a. A Customer desiring the advantages of having the total electrical usage at a given premise or enterprise billed as a unit must bring wiring to a central point so that the entire Load for a given type of service may be supplied through a single Service Lateral and one meter. If SRP determines a Customer’s Load exceeds SRP’s ability to serve through a single Service Lateral, the installation of additional SRP facilities, Customer service entry sections, and associated metering may be required. If the Customer desires the total electrical usage billed as a unit, the additional service entry sections must be placed adjacent to the existing service entry sections. Under any circumstance, the decision to bill the total electrical usage as a unit will be at the sole discretion of SRP.

a. Totalizing may be permitted when a Customer is fed from a dedicated feeder and has multiple services and meters. At minimum, all of the following conditions must be met: (i) the Customer accounts must be on the same E-60 series Price Plan, (ii) the multiple services must be located on the same or immediately adjacent property, and (iii) Totalizing shall not commence until the Customer has begun paying the full dedicated Facilities Charge.

5.6.5 When two or more Classes of Use exist within a Building, a separate application must be made for each Class of Use. SRP may require that each Class of Use be metered separately. Different Classes of Use may be supplied through a separate Service Lateral at the sole discretion of SRP.

5.6.6 When two or more meters are to be installed on the same Building to service different Customers, they must be grouped at a common point. The meter loops for each Customer must be clearly designated. The placement of meter loops and meter boards must be made by the Customer or owner of the Building at a location or locations to be designated by SRP, and must
be installed in accordance with the SRP Electric Service Specifications or as required by authorized Governmental Entities.

5.6.7 When electric meters are to be installed on a switchboard, the Customer is responsible for all drilling necessary for SRP to mount and connect its meters before installation of the meters. A template for such drilling can be obtained from SRP.

5.6.8 Metering transformers, if required, will be furnished and installed by SRP. A Contribution in Aid of Construction may be required for them.

5.6.9 Except as may be provided in the Customer’s Agreement for Electric Service, any device or equipment installed by SRP on the Customer's premises will be owned and maintained solely by SRP regardless of any Contribution in Aid of Construction or deposit that may have been provided.

5.6.10 If a Customer, such as the operator of a mobile home park, desires that the master meter being used to bill the Customer be replaced with multiple meters billed individually to individual tenants, the Customer shall contact SRP regarding the matter. SRP will then inspect the Customer’s premises and determine the physical changes required to convert from master metering to individual metering. The Customer may be required to pay a Contribution in Aid of Construction for any new or upgraded facilities that SRP determines are necessary. The Customer will also be responsible for removal of all Customer-owned electrical facilities no longer required to provide electric service.

5.7 Point of Delivery:

5.7.1 In all cases, SRP will determine the Point of Delivery.

5.7.2 The Customer is responsible for construction, operation, and maintenance of all electrical facilities downstream from the Point of Delivery. SRP is responsible for construction, operation, and maintenance of all facilities upstream from the Point of Delivery. SRP will at all reasonable times, as a condition of service and in accordance with these Rules and Regulations, have the right of access to SRP’s facilities, including termination connections.

5.8 Voltage:

5.8.1 SRP will furnish and install the necessary transformation equipment to furnish the Customer with service at one of the nominal voltages specified in the applicable SRP Price Plan. SRP reserves the right to install the transformer and related facilities in a manner that promotes the overall efficiency and reliability of SRP’s electrical system and that provides
service consistent with recognized utility practices to the Customer's Point of Delivery in accordance with these Rules and Regulations.

5.8.2 SRP will provide service to large industrial and commercial Customers from SRP’s facilities built based on SRP standards applicable to the type and character of service to be furnished.
LIABILITY AND RESPONSIBILITY

CUSTOMER’S EQUIPMENT AND ITS OPERATION

6.1. General:

SRP may refuse or disconnect service when the Customer's wiring or equipment is so designed or operated as to disturb service to other Customers or constitutes a physical or electrical hazard, as determined by SRP. All motors connected to SRP Lines must be of a type that will not require starting current deemed unreasonable by SRP, or shall be equipped with protective devices that restrict the starting current to limits acceptable to SRP. SRP may require that motor Loads of less than five horsepower be single phase.

6.1.1 Harmonics and Voltage Flicker:

Customers may not connect Loads to the SRP electric system that cause unacceptable voltage fluctuations (incandescent lamp flicker) and/or distortions (voltage/current harmonics) to the electric system. Examples of Loads that may cause voltage fluctuations, distortions, or harmonics include welders, hoists, X-ray machines, gaseous-discharge lamps, rectifiers, motors, adjustable speed drives, and arc furnaces. SRP may require that such Loads be supplied from a separate, dedicated service and/or that corrective equipment be installed at the Customer’s expense. The Customer shall be responsible for all associated costs. To prevent unacceptable voltage fluctuations and/or distortions, SRP enforces the following guidelines and may install specialized metering equipment and collect all associated costs, to ensure compliance:

Flicker Guidelines:

For voltage systems less than 1,000 volts, the following standards will apply, as applicable:


For voltage systems of 1,000 volts or higher, the following standards will apply, as applicable:

- IEC 61000-3-7, “Assessment of emission limits for the connection of fluctuating installations in MV, HV, and EHV power systems” (2008 or latest edition).

Harmonic Guidelines:


6.2. Distributed Energy Devices on Customer’s Premises:

6.2.1 Energizing equipment connected to the SRP electric system could act as a source of electrical backfeed, causing injury or death to electrical utility personnel working on Lines, Service Laterals, or other SRP electrical facilities in the vicinity. Customers shall refer to the SRP’s Distributed Generation Interconnection Handbook (which is available on SRP’s website at www.srpnet.com and may be changed from time to time at the sole discretion of SRP) for requirements for and technical information about connecting Distributed Energy Devices to the SRP electric system. Any Customer whose electric system is connected to a Distributed Energy Device shall comply with SRP’s Distributed Generation Interconnection Handbook. No Distributed Energy Device may be connected to any portion of a Customer’s electric system that is connected to the SRP electric system unless SRP has first been notified of and approved such connection. Such notification and approval shall both be in writing.

6.2.2 If a Customer desires its or a third party’s Distributed Energy Device to be directly or indirectly connected to SRP’s electric system through the Customer’s electric system, the Customer shall first sign SRP’s Interconnection Agreement. Upon SRP’s request and in its sole discretion, SRP may also require a third-party owner or operator of an electrical Distributed Energy Device to sign SRP’s Interconnection Agreement.

6.2.3 For Customer Load normally served from the SRP system, which can also be switched to a Customer’s Distributed Energy Device if the SRP electric system is deenergized, an open transition transfer switch shall be installed between SRP’s and the Customer’s electric systems. This switch shall electrically and mechanically prevent connection of the Customer’s Distributed Energy Device to SRP’s electric system. The Customer should contact SRP if the Customer has any questions regarding these requirements.

6.2.4 Except in cases of SRP’s gross negligence or willful misconduct, the Customer shall indemnify and hold harmless SRP from and against all
claims, whether arising in tort, contract, strict liability, or any other legal theory, for loss of or damage to property or injury to Persons arising out of the design, construction, or operation of any Distributed Energy Device connected to the SRP electric system by or on behalf of the Customer.

6.3. Customer-Owned Substation Equipment:

Customers who own substation equipment shall conform to the SRP Guidelines for Customer Ownership of Substation Equipment, which may be changed from time to time at the sole discretion of SRP. A copy of the Guidelines may be obtained from the Customer’s SRP Account Representative.

6.4. Polyphase Circuit Balance:

A Customer receiving three-phase electric Energy must maintain, as nearly as is reasonably possible, equal currents in the three phases at the Point of Delivery. If, at any time, the current in any phase exceeds the average of the currents in the three phases by more than 5%, the amount to be paid by the Customer for the period during which the imbalance occurs may be increased by a percentage equal to that of the imbalance.

6.5. Power Factor:

SRP may include adjustments to bills for Loads for which the Power Factor falls below 85% leading or lagging at any metering point during any Billing Period. If a Customer’s Load operates at less than 85% leading or lagging Power Factor, SRP may, in addition to taking other measures set forth in the Price Plan, require the Customer to provide, at Customer’s expense, corrective equipment to correct the Power Factor to an acceptable level.

6.6. Single Phasing and Phase-Reversal Protection:

6.6.1 SRP shall not be responsible to the Customer for, and the Customer shall release SRP from, damage to motors, other current-consuming equipment, and/or devices mechanically or electrically connected to such equipment, resulting from any phase reversals, single-phasing of three-phase service, or other similar conditions except when such damage is the direct result of SRP’s gross negligence or willful misconduct.

6.6.2 For three-phase motors driving elevators, hoists, tramways, cranes, conveyors, or other equipment that could create hazard to life in the event of uncontrolled reversal of motor rotation, the Customer must provide reverse-phase and open-phase protection, at the Customer's expense, to completely disconnect the motors from their Electrical Energy source in the event of phase reversal or loss of one or more phases.
6.7. Changes in Installation:

Each of SRP’s service wires, transformers, meters, and other devices used to supply electricity to the Customer's installation has a maximum Capacity. Customer must obtain prior written consent of SRP to increase the Connected Load. Failure to obtain such consent may result in damage to SRP’s equipment, extended interruption of the Customer's service, and damage to equipment of other Customers. When such damage is due to failure of the Customer to obtain consent, SRP may require the Customer to pay any and all damages including the cost to repair or replace the damaged equipment.

LIABILITY

6.8. Liability – General:

6.8.1 SRP makes no warranty, express or implied, as to the adequacy, safety, operation, or other characteristics of any of the structures, equipment, wires, conduits, appliances, or devices owned, installed, operated, or maintained by the Customer or leased by the Customer from third parties.

6.8.2 Except in cases of SRP’s gross negligence or willful misconduct, the Customer shall indemnify and hold harmless SRP from and against all claims, whether arising in tort, contract, strict liability, or any other legal theory, for loss of or damage to property or injury to Persons arising out of the delivery or use of electric service at or on the Customer’s side of the Point of Delivery, and the Customer’s delivery of electricity to SRP.

6.8.3 Except in cases of SRP’s gross negligence or willful misconduct, SRP shall not be liable, whether in tort, contract, strict liability, or any other legal theory, for the loss of or damage to property (but not including bodily injury) arising (a) out of the delivery of electricity, or (b) from the presence or operation of SRP’s facilities, wires, equipment, or structures on or near the Customer’s premises.

6.9. Service Interruptions, Variations, and Curtailments – Limitation on Liability:

6.9.1 SRP does not guarantee a regular and uninterrupted supply of service to Customers. SRP makes no warranty, express or implied, as to the adequacy, consistency, safety, character, or any other characteristic of the electricity or the supply or delivery thereof. SRP expressly disclaims all warranties, express or implied, regarding the supply and delivery of electricity to Customer.

6.9.2 SRP may, without liability, interrupt or limit the supply of service in order to make repairs, changes, or improvements to any part of its system for the general good of the service or the safety of the public or to prevent or limit any actual or threatened instability or disturbance of the system.
6.9.3 If a shortage of electricity occurs and SRP apportions its available supply of electricity, or reduces the system voltage, or temporarily disconnects service, SRP shall not be liable for any resulting loss or damage.

6.9.4 If Load reduction is required, Customer Load will be curtailed as deemed practicable by SRP in its sole discretion.

6.9.5 SRP shall not be liable, except in cases of SRP’s gross negligence or willful misconduct, whether in tort, contract, strict liability, or any other legal theory, for any losses, costs, damages, or expenses, other than for bodily injuries, arising out of any interruption, variation, and/or curtailment of service, including but not limited to an interruption, variation, and/or curtailment of service permitted by this Section 6.9 or caused by an uncontrollable force. The term “uncontrollable force” shall include but not be limited to accident, flood, earthquake, tornado, storm, lightning, and other natural catastrophes, fire, epidemic, failure of facilities, war, riot, civil disturbances, terrorism, labor disturbances, labor disputes, strikes, sabotage, restraint by court or public authority, action or non-action by any Governmental Entity or authority, or failure to obtain the necessary permits, licenses, authorizations, or approvals from any Governmental Entity or authority, state or municipal interference, or any other cause beyond SRP’s control. SRP shall exercise due diligence to restore service in the event interruptions occur. Nothing herein shall be construed to require SRP to settle a strike or labor dispute.

6.9.6 For all service interruptions, variations, and/or or curtailments of any nature, including any interruption, reversal, spike, surge, or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity, to the extent the liability of SRP has not been precluded altogether pursuant to these Rules and Regulations, the liability of SRP to Customers or other Persons for damages, of whatever nature, including loss of business, loss of production, or damage to computers or other electronic equipment and appliances, shall in no event exceed the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical delivery facilities of Customers that were then equipped with the protective safeguards recommended or required by the then-current edition of the National Electrical Code, or liquidated damages in the amount of $10,000, whichever is less.

6.9.7 Service to Customer is expressly conditioned upon, and, in consideration for the services being rendered to Customer by SRP, the Customer hereby releases and agrees to release SRP from any direct, indirect, or consequential loss, damage, claim, charge, cost, or expense of any kind or nature that has resulted or may result in connection with variations, curtailment, and/or interruption to electric service to the Customer.
6.9.8 A variety of protective devices and alternate power supplies that may prevent or limit damage that may arise as a result of the events described in this Section 6.9 are available for purchase by the Customer from third parties. In addition, insurance coverage for such damage may be available for purchase by the Customer. Unless the Customer has entered into a written contract with SRP for temporary backup generation, SRP has no obligation to provide backup generation in the event of a scheduled or unscheduled outage, or otherwise. The Customer assumes full responsibility for obtaining the necessary protective devices, alternate power supplies, and insurance, and SRP shall in no event be liable for any loss, damage, claim, charge, cost, or expense of any kind or nature that Customer could have prevented or insured against through procurement of protective devices, alternate power supplies, and insurance.

6.9.9 Customer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of SRP’s conduct under this Section 6.9.

ACCESS

6.10. Access to Premises:

6.10.1 In accepting service, the Customer grants to SRP’s employees and agents an unconditional right of access to the premises of the Customer at all reasonable times for purposes such as installing, connecting, reading, testing, repairing, adjusting, disconnecting, removing, inspecting, or maintaining any of SRP’s meters, wires, poles, or other equipment, and providing notices.

6.10.2 Customers with electronic gated access to their premises or community shall install or cause to be installed SRP-approved access switch assemblies on the property access gate(s) that will allow SRP employees and agents to enter and exit the gated property through the access gate(s) using an SRP proprietary key. The Customer shall be responsible for installation and maintenance of the SRP-approved switches at Customer’s expense. The Customer hereby releases SRP from and waives any claim it may have against SRP if installation of an SRP-approved switch invalidates or voids any warranty covering the Customer’s electronic gate. SRP shall not be liable to the Customer for, and the Customer shall indemnify and hold harmless SRP from and against, any claims for damage to the Customer’s gate(s) or to property of the Customer or any third party and death or injury to Persons arising out of the installation or use of the access switch assemblies, regardless of whether or not the access switch assemblies are purchased from or approved by SRP. If the Customer is not required by law, ordinance, or code to provide manual or electronic control of the Customer’s access gate(s) to emergency service personnel or the US Postal
Service, and if an access gate is continuously guarded by the Customer, the Customer shall not be obligated to install an access switch assembly on the continuously guarded access gate. An access gate shall be deemed to be continuously guarded if a Customer or its employee or contractor is assigned to operate the access gate 24 hours a day, seven days a week, and such individual operating the access gate is present at a station located adjacent to the access gate, so that such individual is immediately accessible at all times to any SRP employee attempting to enter or exit the Customer’s property through the access gate.

6.10.3 All employees authorized to do work for SRP on the premises of the Customer will carry badges or other suitable identification, which they are instructed to show to the Customer upon request.

ENCROACHMENTS

6.11. Vegetation Encroachments and Hazards:

6.11.1 The Customer, not SRP, is responsible for pruning or removing vegetation (trees, shrubs, vines, etc.) on the Customer’s property that interfere or may interfere with Lines, Service Laterals, transformers, meters, or other SRP facilities. The Customer shall hire a qualified Line clearance tree trimmer to clear encroaching vegetation from such facilities. The Customer shall, and shall cause any contractor hired by the Customer to, comply with all applicable laws when pruning or removing vegetation near SRP equipment and facilities, including Arizona Revised Statutes Sections 40-360.41 et seq. (regarding activities near overhead power lines).

6.11.2 Vegetation on a Customer’s premises must comply with any planting and encroachment requirements established by SRP. A Customer shall not plant or maintain any vegetation near any SRP electric facilities (whether overhead or underground) in a manner that encroaches or could foreseeably encroach upon SRP’s electric facilities, or interferes with SRP’s ability to safely operate, access, maintain, and protect SRP’s electric system. If vegetation on a Customer’s premises encroaches or could foreseeably encroach upon any of SRP’s Lines, Service Laterals, transformers, meters, or other equipment, or interferes with SRP’s ability to safely access, operate, maintain, and protect the SRP electric system or to read meters, SRP may prune or remove the vegetation and may charge the Customer for SRP’s costs to do so. Upon prior written notice to the Customer, SRP shall be provided access to property owned or controlled by the Customer in order to prune or remove, at Customer’s expense, such vegetation. SRP shall not be liable to the Customer for, and the Customer releases SRP from, any claims for damages associated with the pruning or removal of such vegetation including the value of or replacement cost of such vegetation.
The Customer is responsible for maintaining a clear, dry, landscaped area three feet from and around the edges of all transformer and other equipment pads, as described in SRP’s Electric Service Specifications and any planting and encroachment standards established by SRP.

If a Customer fails to remove or remedy a vegetation encroachment or hazard as described herein, fails to provide access to SRP to prune or remove such vegetation, or fails to reimburse SRP for its reasonable costs of pruning, removal, or remediation, SRP may terminate service to the Customer’s account(s) until the Customer removes or remedies the vegetation encroachment or hazard or reimburses SRP for the costs of doing so.

If SRP is required to bring a lawsuit to enforce these provisions, SRP shall be entitled to all remedies available under the law, including injunctive relief, authorizing SRP to immediately prune or remove the vegetation that encroaches or could foreseeably encroach upon any of SRP’s Lines, Service Laterals, transformers, meters or other equipment or interferes with SRP’s ability to safely operate, access, maintain, and protect SRP’s electric system or to read meters.

A Customer shall not construct or install (or allow to be constructed or installed) any structure (including walls, fences, mailboxes, propane tanks, sheds, and other permanent objects) or excavate or place fill near any SRP electric facilities (whether overhead or underground) in such a manner that such structure, excavation, or fill encroaches upon SRP’s electric facilities or interferes with SRP’s ability to safely operate, access, maintain, and protect the SRP electric system. Customer must at all times maintain all clearances from SRP facilities as specified in the National Electric Safety Code, in Arizona Revised Statutes Section 40-360.21 et seq. (regarding activities near underground facilities) and Sections 40-360.41 et seq. (regarding activities near overhead power lines), in any applicable SRP easement or other right-of-way document, or as otherwise required by law, rule, or regulation. The Customer is responsible for properly locating and protecting underground SRP facilities by obtaining an appropriate clearance before any excavation is made. Appropriate clearance may be obtained by calling Arizona 811 (formerly Blue Stake) at (602) 263-1100, or 1-800-STAKE-IT.

SRP reserves the right to remove or modify any structure, fill any excavation, or remove any fill, wet landscaping, or irrigation system that encroaches upon or could damage SRP’s electric facilities (whether overhead, underground, or streetlight) or interferes with SRP’s ability to safely operate, access, maintain, and protect the SRP electric system, and
SRP may charge the Customer for SRP’s costs to do so. SRP shall not be liable to the Customer for any loss of or damage to the Customer’s property resulting from such action.

6.12.3 If a Customer fails to remove or remedy a structural encroachment or other hazard as described herein, or if a Customer fails to reimburse SRP for its reasonable costs of such removal or remediation, SRP may terminate service to the Customer’s account(s) until the Customer removes or remedies the structural encroachment or hazard or reimburses SRP.
APPENDIX A

The following pricing terms have the meaning specified:

7.1 ANCILLARY SERVICES CHARGES: Charges used to recover costs related to ancillary services. Ancillary Services are the following services, as further described in SRP’s Open Access Transmission Tariff, that are necessary to support the transmission of capacity and energy from resources to loads while maintaining the reliable operation of the transmission system.

7.1.1 ANCILLARY SERVICE 1 (Scheduling, System Control, and Dispatch Service): Service required to schedule the movement of Power through, out of, within, or into a Balancing Authority Area.

7.1.2 ANCILLARY SERVICE 2 (Reactive Supply and Voltage Control from Generation or Other Sources Service): Service required to maintain Transmission voltages within limits generally accepted in the region and consistently adhered to by SRP.

7.1.3 ANCILLARY SERVICE 3 (Regulation and Frequency Response Service): Service necessary to provide continuous balancing of resources (Generation and interchange) with Load and to maintain scheduled interconnection frequency at 60 Hz.

7.1.4 ANCILLARY SERVICE 4 (Energy Imbalance Service): Service provided when SRP is participating in the Energy Imbalance Market and when the Energy Imbalance Market has not been suspended to supply or absorb Energy during each hour when a difference occurs between the scheduled and the actual delivery of Energy to a Load within a Balancing Authority Area.

7.1.5 ANCILLARY SERVICE 5 (Operating Reserve – Spinning Reserve Service): Service needed to serve Load immediately in the event of an electric system Contingency.

7.1.6 ANCILLARY SERVICE 6 (Operating Reserve – Supplemental Reserve Service): Service needed to serve Load in the event of an electric system Contingency. Such service is available to serve Load within a short period of time but not immediately.

7.2 BILLING AND CUSTOMER SERVICE CHARGE: A charge used to recover costs related to support customer applications, contracts, orders and bills for delivery and collection, receiving preparing recording and handling customer billing data, customer account records, routine orders for service, disconnections and transfers, providing assistance, and communicating with customers.
7.3 DISTRIBUTION DELIVERY CHARGE: A charge used to recover costs related to the Distribution System, in particular, substation and primary costs.

7.4 DISTRIBUTION FACILITIES CHARGE: A charge used to recover costs related to the distribution system, in particular, secondary costs comprising secondary transformers, conductors, conduits, switches, and other secondary appurtenances, and some directly assigned customer enhancement-related expenses.

7.5 GENERATION CHARGE: A charge to collect expenses incurred directly in the production of power, less the Fuel and Purchased Power and Ancillary Services expenses.

7.6 METER CHARGE: A charge to recover costs related to owning and maintaining the electric meter.

7.7 SYSTEMS BENEFIT CHARGE: A charge included in all Price Plans to fund certain programs benefiting the general public.

7.8 TRANSMISSION CHARGE: A charge to recover costs related to the Transmission System.
(Note: Please refer to the SRP Home Page at www.srpnet.com for the version of these Rules and Regulations now in effect.)
SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT
RULES AND REGULATIONS

SRP RULES AND REGULATIONS

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IMPROVEMENT AND POWER DISTRICT
RULES AND REGULATIONS

SRP RULES AND REGULATIONS
DEFINITIONS

1.1 The following terms, when used herein, have the meaning specified:

1.1.1 ACCACT: The Arizona Corporation Commission.

1.1.2 ACT: See “Arizona Electric Power Competition Energy Reliability Act.”

1.1.3 ADVANCE TOWARD CONSTRUCTION (ATC): See Contribution in Aid consists of Construction the provisions of Title 30, Chapter 6 (§ 30-801, et seq.) of the A.R.S., as amended.

1.1.4 AGREEMENT FOR ELECTRIC SERVICE: The terms and conditions, either standard or non-standard, to provide electric service and specify the Price Plan and other terms and conditions under which a Customer will pay for that service from SRP.

1.1.5 ANCILLARY SERVICES: The following services, as further described in the Open Access Transmission Tariff, that are necessary to support the transmission of capacity and energy from resources to Loads while maintaining the reliable operation of the Transmission System.

   a. ANCILLARY SERVICE 1 (Scheduling, System Control and Dispatch Service): Service required to schedule the movement of Power through, out of, within, or into a Balancing Authority Area.

   b. ANCILLARY SERVICE 2 (Reactive Supply and Voltage Control from Generation Sources Service): Service required to maintain Transmission voltages within limits generally accepted in the region and consistently adhered to by SRP.

   c. ANCILLARY SERVICE 3 (Regulation and Frequency Response Service): Service necessary to provide continuous balancing of resources (generation and interchange) with Load and to maintain scheduled interconnection frequency at sixty Hz.

   d. ANCILLARY SERVICE 4 (Energy Imbalance Service): Service provided to supply or absorb Energy during each hour when a difference occurs between the scheduled and the actual delivery of Energy to a Load within a Balancing Authority Area.
e.7.1.1 ANCILLARY SERVICE 5 (Operating Reserve – Spinning Reserve Service): Service needed to serve Load immediately in the event of an electric system Contingency.

f.7.1.1 ANCILLARY SERVICE 6 (Operating Reserve – Supplemental Reserve Service): Service needed to serve Load in the event of an electric system Contingency. Such service is available to serve Load within a short period of time but not immediately.

g. ANCILLARY SERVICE CHARGE: A charge per kW or kWh used to recover costs related to Ancillary Services.

1.1.6 ARIZONA ELECTRIC POWER COMPETITION ACT (THE “ACT”): For the purpose of these Rules and Regulations, the Arizona Electric Power Competition Act is deemed to consist of the provisions of Title 30, Chapter 6 (§ 30-801, et seq.) of the A.R.S., as amended, together with other provisions of House Bill 2663 (enacted as Chapter 209, Session Laws, 43rd Legislature, 2nd Regular Session), and amendments thereto, that are relevant to the provision of retail electric competition in the service territory of a public power entity, as defined in A.R.S. § 30-801.16.

1.1.7 A.R.S.: Arizona Revised Statutes.

1.1.8 BACKUP SERVICE: Demand and Energy provided by SRP to the Customer during an unscheduled full or partial outage of Customer’s generating equipment to replace electricity ordinarily produced by that generating equipment. The largest 15-minute Demand measured on the Supply Meter of each generator will be less than or equal to the generator Reservation Capacity.

1.1.9 BALANCING AUTHORITY: The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.

1.1.10 BALANCING AUTHORITY AREA: The collection of generation, transmission, and load resource balance within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load resource balance within this area.

1.1.1 BILLING, COLLECTIONS CHARGE: A fixed monthly charge to recover costs related to maintaining Customer accounts including producing and mailing Customer bills and processing Customer payments.
BILLING PERIOD: The time interval between two consecutive bills, typically 30 or 31 days.

BOARD: The SRP Board of Directors.

BUILDING: A structure that stands alone or is separated from adjoining structures by fire walls with all openings therein protected by fire doors. If this definition conflicts with local building codes, the local code definition will prevail.

CAPACITY: The continuous load-carrying ability of Generation, Transmission, or other electrical equipment, expressed in megawatts (MW), megavolt-amperes (MVA), kilowatts (kW), or kilovolt-amperes (kVA).

CLASS OF USE: A classification of Customer usage type, defined by end use, voltage level, electricity use pattern, Price Plan, or other criteria (e.g., Residential, General Service, Lighting).

COGENERATION FACILITY: A facility comprised of one or more Parallel Generation units that produces both (a) electric energy and (b) steam or another form of useful energy that is used for industrial, commercial, heating, or cooling purposes.

COMMON FACILITIES: Facilities providing electric service to Persons other than the owner that use Energy registered through a single meter when the owner owns all distribution facilities beyond the Point of Delivery.

COMPETITIVE CUSTOMER SERVICE: Services related to customer care functions provided by SRP.

CONNECTED LOAD: The sum of the ratings of the Customer’s Power-consuming equipment that is or may be connected to SRP’s electric installation or system.

CONSUMER OMBUDSMAN: An SRP representative who works with Customers to investigate and resolve certain non-Transmission related Customer disputes in accordance with A.R.S. § 30-803.

CONTINGENCY: The unexpected failure or outage of an electric system component, such as a generator, transmission line, circuit breaker, switch, or other element. A contingency failure also may include multiple components that are related by situations leading to simultaneous component outages.
CONTRIBUTION IN AID OF CONSTRUCTION (CIAC): Advance payment from a Customer for the design and construction of new, or additional facilities, or Enhanced Distribution Facilities and related costs. Previously referred to and for other purposes as Advance Toward Construction provided in these Rules and Regulations.

CUSTOMER: Any Person receiving electric service from SRP for one or more accounts, including Electric Generation Service, Transmission service, Distribution service, and Ancillary Services, and Other Services necessary to deliver and measure Electrical Energy and Power. Where the context requires, the term “Customer” includes an applicant for SRP service.

DEDICATED: Electric service provided to a Customer via facilities usually used only to serve that Customer.

DEDICATED FACILITIES: Facilities that, by contractual arrangement, are utilized by only one Customer to receive electric service.

DEMAND: The rate at which Electrical Energy is delivered to or by an electric system or part of an electric system at a given instant or averaged over any designated interval of time. Demand may be expressed in kilowatts (kW), kilovolt-amperes (kVA), megawatts (MW), or other suitable units. The designated interval can be specified in the Standard Electric Price Plan, the Agreement for Electric Service, or within these Rules and Regulations. Types of Demand may include:

a. AVERAGE DEMAND: The Electrical Energy delivered during any interval of time as determined by dividing the total Energy by the units of time in the interval.

b. BILLING DEMAND: Demand, usually expressed in Kilowatts, used for calculation of the bill. It may be the Connected Load, the measured Demand, or a modification of either as provided for in an Agreement for Electric Service, Price Plan, or any special agreements. It may be based on the contract year, a contract minimum, or a previous maximum and, therefore, may not coincide with the actual Demand measured during the Billing Period.

c. COINCIDENT DEMAND: As it applies to Totalizing, the total Energy Demand required by a Customer occurring simultaneously during a particular time period for the Service Equipment under consideration.
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d. DEMAND INTERVAL: The time period during which Electrical Energy is measured, usually in 15-, 30-, or 60-minute increments.

e. INSTANTANEOUS DEMAND: The rate at which Electrical Energy is delivered at a given instant.

f. INTEGRATED DEMAND: The average of the Instantaneous Demands during the Demand Interval.

g. INTERRUPTIBLE DEMAND: The amount of Customer Demand that, in accordance with contractual arrangements, can be interrupted by direct control of the electric system operator or by action of the Customer at the direct request of the electric system operator. In some instances, the Demand reduction may be initiated by the direct action of the electric system operator (remote tripping) with or without notice to the Customer in accordance with contractual provisions.

h. PEAK DEMAND: The highest electric requirement occurring in a given period (e.g., an hour, day, month, season, or year). For an electric system, it is equal to the sum of the metered net outputs of all generators within a system and the metered line flows into the electric system, less the metered line flows out of the electric system.

1.1.20 DISTRIBUTED GENERATION FACILITY: Any electricity generating technology capable of Parallel Operation that is connected on the Customer’s side of the retail meter.

1.1.21 DISTRIBUTION/DISTRIBUTION SYSTEM: The portion of SRP’s electric system used to deliver Electrical Energy to Customers from points on the Transmission System.

1.1.29 DISTRIBUTED ENERGY DEVICE: A fixed monthly charge used to recover costs related to the Distribution system.

1.1.30 DISTRIBUTION DELIVERY CHARGE: A charge per kWh or per kW used to recover costs related to the Distribution system.

1.1.31 ELECTRIC GENERATION SERVICE: The provision of electricity for sale to retail electric Customers, except (a) Distribution service,
1.1.22 (b) Transmission service and (c) Generation that is necessary for the reliable operation of the electric Distribution or Transmission systems Facility or an Energy Storage Facility.

1.1.23 ELECTRIC SERVICE SPECIFICATIONS: The SRP manual that contains information regarding SRP’s requirements for wiring, metering, equipment, and other matters as specified in the relevant SRP manual.

1.1.24 ELECTRICAL ENERGY/ENERGY: The generation or use of electric Power by a device during a period of time, expressed in kilowatt-hours (kWh), megawatt-hours (MWh), or gigawatt-hours (GWh).

1.1.25 ELECTRONIC DATA INTERCHANGE (EDI): The computer-to-computer electronic exchange of business documents using standard formats that are recognized nationally and internationally.

1.1.26 EMERGENCY DISCONNECT: See Section 4.15.2.

1.1.27 ENERGY: See “Electrical Energy/Energy.”

1.1.28 ENERGY CHARGE: A charge per kWh for the Electrical Energy used by the Customer.

1.1.29 ENERGY IMBALANCE SERVICE: See “Ancillary Services 4.”

1.1.30 ENERGY STORAGE FACILITY: An energy storage device or multiple devices at a single location capable of Parallel Operation, that is connected on the Customer’s side of the retail meter.

1.1.31 ENHANCED DISTRIBUTION SYSTEM/FACILITIES: Any improvements or modifications made to SRP’s standard Distribution System at the request of, or to benefit, a Customer or potential Customer, or as mandated by SRP’s distribution operational requirements.

1.1.32 EXECUTIVE DISPUTE RESOLUTION COMMITTEE: A three-person committee of SRP executive representatives that has final management decision-making responsibility for resolution of any dispute within its purview that is referred to it.

1.1.33 EXTENSION: Lines and/or Service Laterals required to extend electric service from SRP’s existing permanent facilities to the Point of Delivery.

1.1.34 FACILITIES CHARGE: An amount to be paid by the Customer as a lump sum or periodically, for Transmission or Distribution facilities provided by SRP.
1.1.43 **FROZEN**: Refers to Price Plan or rider for which new Customers or new accounts are no longer accepted. A Frozen Price Plan may or may not have an expiration date. Frozen Price Plans and their associated riders may be changed in the same manner as any other Price Plan or rider.

1.1.44 **GENERATION**: The process of producing Electrical Energy from other forms of energy; also, the amount of Electrical Energy produced, usually expressed in kilowatt-hours (kWh) or megawatt-hours (MWh).

1.1.45 **GENERATOR METER**: The time-of-use meter that measures the total Power and Energy produced by the Customer’s on-site Generation unit capable of interconnection with SRP’s electric system.

1.1.46 **GOVERNMENTAL ENTITY**: A county, city, or other governmental entity having jurisdiction over a particular matter.

1.1.47 **HIGH-RISE BUILDING**: Any Building, residential or commercial, typically having more than 4 stories within which the most economically feasible electrical Distribution system exceeds 240 volts and step-down transformation is necessary to serve the ultimate Customer.

1.1.48 **INTERCONNECTION AGREEMENT**: An agreement between SRP and a Person who interconnects a Distributed Energy Device to SRP’s electric system.

1.1.49 **INTERCONNECTION SERVICE**: Service available to a Customer owning, leasing, or operating a Qualifying Facility, or other generation facility Person that owns, leases, or operates a Distributed Energy Device, if approved by SRP. Such service permits a Customer to interconnect with and deliver Power and Energy to, SRP's electric system.

1.1.50 **KILOVOLT-AMPERE (kVA)**: 1,000 volt-amperes.

1.1.51 **KILOWATT (kW)**: A unit of Power equal to 1,000 watts or approximately 1.341 horsepower.

1.1.52 **KILOWATT-HOUR (kWh)**: The amount of Energy delivered in one hour when delivery is at a constant rate of one kilowatt (kW).

1.1.53 **LINE**: A system of poles, ducts, wires, conduits, cable, equipment, and fixtures used for the Transmission and Distribution of electricity.

1.1.54 **LOAD**: An end-use device or Customer facility that receives Power from the electric system.
1.1.54 LOAD FACTOR: The ratio of Average Demand to Peak Demand during a specific period of time, expressed as a percentage.

1.1.55 MAINTENANCE ENERGY: The Energy purchased by Customer during its scheduled maintenance periods, calculated by multiplying the hours in the scheduled maintenance period by the Reservation Capacity of the Cogeneration Facility.

1.1.56 METER CHARGE: A fixed monthly charge to recover costs related to owning and maintaining the electric meter.

1.1.57 METER READING CHARGE: A fixed monthly charge to recover costs relating to meter reading service provided by SRP.

1.1.58 OBSOLETE: Refers to a Price Plan, rider, or Price Plan equipment that is no longer available. Prices for Obsolete equipment may be changed in the same manner as any other Price Plan or rider.

1.1.59 OPEN ACCESS TRANSMISSION TARIFF (OATT): The SRP tariff filed on a voluntary basis with and accepted without change (or otherwise approved) by the Federal Energy Regulatory Commission (FERC). The SRP OATT sets forth the rates, charges, and general terms and conditions under which SRP will provide Transmission service.

1.1.60 OPERATING RESERVE — SPINNING RESERVE SERVICE: See “Ancillary Service 5.”

1.1.61 OPERATING RESERVE — SUPPLEMENTAL RESERVE SERVICE: See “Ancillary Service 6.”

1.1.62 PARALLEL GENERATION: Electrical generation equipment that has been approved by SRP OPERATION: When any electricity generating technology or Energy Storage Device is capable of sending energy on to operate interconnected (in parallel) with SRP’s electric system.

1.1.63 PARTY: In addition to any other Person that may, under applicable law, be deemed a “party,” a Person will be considered a Party for purposes of these Rules and Regulations if that Person (a) is entitled to notice under A.R.S. § 48-2334(A)(3); (b) is considered an “interested person” under A.R.S. § 2334(A)(2); or (c) submits a written comment, proposal, question, or document request, makes a presentation to the Board, or interviews any employee of SRP or consultant of the Board, in connection with a Public Process.

1.1.64 PERSON: Any individual, partnership, corporation, limited liability company, governmental body, Governmental Entity, or other entity.
1.1.48 POINT OF DELIVERY: The location at which SRP’s electric facilities make contact with a Customer's Service Equipment.

1.1.49 POWER: The time rate of transferring Energy, usually expressed in kilowatts (kW).

1.1.50 POWER FACTOR: The ratio of real Power (kilowatts (kW)) to apparent Power (kilovolt-amperes (kVA)) for any given load and time and generally expressed as a percentage.

1.1.51 PRICE PLAN: See “Standard Electric Price Plan.”

1.1.52 PRIMARY GENERAL SERVICE: Electric service that does not require transformation by SRP below the voltage level at the low side of a Distribution substation.

1.1.53 PUBLIC NOTICE: The public notice required by A.R.S. § 30-802(D)(1) and/or A.R.S. § 48-2334(B) regarding proposed changes to any Standard Electric Price Plan or the Terms and Conditions for Competition.

1.1.54 PUBLIC PROCESS: A proceeding undertaken by the Board under A.R.S. § 30-802 and/or A.R.S. § 48-2334 for purposes of changing any Terms and Conditions for Competition or any Standard Electric Price Plan.

1.1.55 QUALIFYING FACILITY: A Cogeneration Facility or Small Power Production Facility that is defined as a qualifying facility under the regulations issued by the Federal Energy Regulatory Commission.

1.1.56 REACTIVE SUPPLY AND VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE: See “Ancillary Service 2.”

1.1.57 REGULATION AND FREQUENCY RESPONSE SERVICE: See “Ancillary Service 3.”

1.1.58 RESERVATION (RESERVED) CAPACITY: The higher of (a) the measured kilowatt (kW) output of each Qualifying Facility at the time of start-up test or (b) SRP’s estimate of the Customer’s peak Demand during Backup Service based on Customer’s historical usage, evaluated and updated annually and specified in the Interconnection/Generation Agreement.

1.1.59 RESERVATION (RESERVED) CAPACITY CHARGE: A seasonally adjusted monthly charge that incorporates Customer's specific generator capacity and forced outage rate so that SRP will provide capacity when needed by the Qualifying Facility.
RULES AND REGULATIONS: These Rules and Regulations, which have been adopted by SRP pursuant to A.R.S. § 48-2301 et seq., the Act, and other pertinent authority. The Rules and Regulations have also been referred to by SRP as “Electric Service Guidelines.”

SCHEDULING COORDINATOR (SC): An entity that provides schedules for power transactions over Transmission or Distribution systems to the party responsible for the operation and control of the Transmission grid, such as a Balancing Authority, an independent scheduling administrator, or an independent system operator.

SCHEDULING, SYSTEM CONTROL, AND DISPATCH SERVICE: See “Ancillary Service 1.”

SECONDARY GENERAL SERVICE: Electric service that requires transformation by SRP below the voltage level at the low side of a Distribution substation.

SERVICE EQUIPMENT: The necessary electrical facilities, usually consisting of a circuit breaker or switch and fuses, conductors, and accessories, constituting the main control and cutoff of the delivery of Electrical Energy to a Customer, and which are installed, owned, and maintained by the Customer.

SERVICE LATERAL: A system of wires, fixtures, equipment, and sometimes poles, or the equivalent ducts, conduits, and cables, used to deliver Electrical Energy from the Line or Distribution transformer to the Point of Delivery.

SMALL POWER PRODUCTION FACILITY: A facility that: (a) produces Energy solely by the use of a primary energy source such as biomass, waste, renewable resources, geothermal resources, or any combination thereof; and (b) has a Power production capacity that together with any other facilities located at the same site, is not greater than 80 megawatts.

SPECIAL CONTRACT: A written agreement between SRP and a Customer that contains provisions expressly intended to supersede provisions in these Rules and Regulations, or the Standard Electric Price Plans, or the Terms and Conditions for Competition. Special Contracts require the prior approval of the SRP Board of Directors.

SPECIAL PRICING MEETING: See Section 2.2.3.d.

SRP: The Salt River Project Agricultural Improvement and Power District.
1.1.62 SRP DISTRIBUTED GENERATION INTERCONNECTION HANDBOOK: SRP’s requirements for Customers who desire to connect a Distributed Energy Device to SRP’s electric system. These Guidelines are available from SRP upon request.

1.1.63 SRP GUIDELINES FOR CUSTOMER OWNERSHIP OF SUBSTATION EQUIPMENT: SRP’s requirements for Customers who own substation equipment connected directly to the SRP 69kV or greater voltage transmission system. These Guidelines are available from SRP upon request.

1.1.7 SRP INTERCONNECTION GUIDELINES FOR DISTRIBUTED GENERATORS: SRP’s requirements for Customers whose electric system is connected to an electrical generation device.

1.1.8 STANDARD ELECTRIC PRICE PLAN (PRICE PLAN): SRP’s published Standard Electric Price Plans (including riders and similar documents) for standard contract Customers, including residential, industrial, commercial, lighting, and pumping Customers. There may be more than one Price Plan setting forth the charges and conditions for a particular class or type of service. A Price Plan usually includes an identification letter and number, class of service, character or applicability, prices, conditions, and references to these Rules and Regulations.

1.1.89 STANDBY SERVICE: Service supplied to a Customer who normally receives Power and Energy requirements from sources other than SRP.

1.1.90 SUPPLY METER: The time-of-use meter that measures the total Power and Energy supplied by SRP to the Load of a Customer with a Qualifying Facility.

1.1.91 SUPPLEMENTAL DEMAND: The maximum 15-minute integrated kilowatt (kW) Demand calculated by summing the demand of the Supply Meter plus the Demand of the Generator Meter(s) less the Reservation Capacity of Customer’s generator(s).

1.1.92 SUPPLEMENTAL ENERGY: All Energy registered on the Supply Meter, less any Backup Service or Maintenance Energy.

1.1.93 SUPPLEMENTAL SERVICE: Demand and Energy purchased by Customer to supplement Power and Energy generated by Customer’s generator(s).

1.1.94 SYSTEM BENEFITS CHARGE: A non-bypassable per kilowatt-hour (kWh) charge included in all Price Plans to fund certain programs benefitting
TERMS AND CONDITIONS FOR COMPETITION: SRP’s terms and conditions, determined and adopted in accordance with the Act, for customer selection, complaint resolution, consumer protection, stranded costs, distribution service rates and charges, system benefits charges, and other related matters as determined in the reasonable discretion of the Board.

TOTALIZING: For billing purposes on the appropriate Price Plan, the measurement of the simultaneous Demand and Electrical Energy of a Customer who receives electric service from more than one service entrance section at a single site or campus.

TRANSMISSION/TRANSMISSION SYSTEM: The interconnected group of lines and associated equipment used by SRP for the movement or transfer of Electrical Energy between points of supply and points at which it is transformed for delivery to Customers or is delivered to other electric systems.

TRANSMISSION DELIVERY CHARGE: A charge per kilowatt-hour (kWh) or per kilowatt (kW) to recover costs related to the Transmission system.

UP AND DOWN COSTS: All labor, material, and other charges to install and/or remove SRP’s electrical facilities. The removal (down) costs will be reduced by the salvage value, if any, of any removed material.

VOLT-AMPERE: The apparent Power when one ampere flows between two points having a potential difference of one volt.
GENERAL PROVISIONS

2.1 INTRODUCTION

2.1.1 These Rules and Regulations define the terms and conditions of SRP’s agreement with a Customer to supply electric and related services, and, except as expressly provided otherwise in a Special Contract between SRP and the Customer, supersede any other policies or procedures. Sections 1 through 6 of these Rules and Regulations shall apply to all SRP Customers. Terms and conditions that specifically address Direct Access Service have been suspended and are contained in Section 7 of these Rules and Regulations.

2.1.2 Implementation and administration of these Rules and Regulations is supplemented by the appropriate Standard Electric Price Plan and the Electric Service Specifications. Upon request, SRP will provide Customers with copies of the specifications relating to their service installations and a copy of the applicable Price Plan. These Rules and Regulations, the Price Plans, and the Electric Service Specifications are also available at www.srpnet.com.

2.1.3 If an issue arises that is not addressed, or is only partially addressed, in these Rules and Regulations or other applicable documents, SRP reserves the right to then consider the issue and implement policy or practice pertinent to it.

2.1.4 The citation or referencing of any document or portion thereof in these Rules and Regulations also means any applicable successor document or portion thereof.

2.1.5 The descriptive headings of the various sections of these Rules and Regulations have been inserted for convenience of reference only and in no way define, modify, or restrict any of the terms and provisions thereof.

2.1.6 When used herein, the terms “include” and “including” mean without limitation.

2.1.7 The waiver by SRP of any breach of any term, covenant, or condition herein contained shall not be effective unless such waiver is in writing, and any waiver shall not be deemed a waiver of any breach of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
2.1.8 SRP will provide service under these Rules and Regulations without regard to race, creed, color, sex, marital status, religion, disability, or national origin.

2.1.9 To be binding on SRP, all promises, agreements, or representations made by an employee or agent of SRP must be set forth in a written agreement signed by an employee of SRP duly authorized to make such promises, agreements, or representations.

2.1.1 These Rules and Regulations shall be deemed to have been made in the State of Arizona and shall be construed and governed in accordance with the laws of the State of Arizona without regard to its choice of law provisions. Venue for any legal proceeding arising out of or in connection with these Rules and Regulations shall be exclusively in a state or federal court located in Maricopa County, Arizona, and the parties SRP and Customer irrevocably submit to the jurisdiction of any such court.

2.1.2 SRP and Customer each expressly waives any rights that it may have to a trial by jury with respect to any legal proceeding arising out of or in connection with these Rules and Regulations expressly waives any rights that it may have to a trial by jury with respect to whether such legal proceeding brought by or against it or any of its affiliates.

2.1.10 If any provision of these Rules and Regulations is found by a court of competent jurisdiction to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of SRP as expressed herein.

2.1.11 CHANGES TO SRP’S RULES AND REGULATIONS, AND STANDARD ELECTRIC PRICE PLANS, AND TERMS AND CONDITIONS FOR COMPETITION

2.2.1 The Board may change these Rules and Regulations at any time. Further, SRP’s management is authorized to make non-material, administrative updates to these Rules and Regulations.

2.2.2 The Board may change any Standard Electric Price Plan, any Terms and Conditions for Competition, or any other price, fee, charge, minimum, demand charge, rate, credit, or other pricing term at any time, unless expressly agreed otherwise by a written contract, subject to compliance with the applicable procedural requirements of A.R.S. §§ 30-
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802 and/or § 48-2334, as applicable, as amended from time to time, and those set forth in this Section 2.2.

2.2.3 The following rules and procedures apply with respect to each Public Process.

Management of Communications.

a. Management of Communications. In accordance with A.R.S. §§ 30-802 and/or 48-2334, the SRP Corporate Secretary will coordinate each Public Process, and will be the single point of contact for all requests for information, documents, and interviews, and the submission of any comments, questions, or proposals, with regard to the subject of the Public Process. The Public Notice shall prescribe the means of communicating with the Corporate Secretary for purposes of the foregoing requests and submittals. The Corporate Secretary will create and maintain a list of persons or entities that submit written comments, proposals, questions, or document requests, make presentations to the Board, or interview any employee of SRP or consultant of the Board, in connection with a Public Process. The Corporate Secretary is responsible for acknowledging receipt of each request and submittal (whether directed to SRP management, the Board, or the Board’s consultant(s)), and ensuring that all such communications are fairly, timely, and accurately presented to the SRP Board and other appropriate persons.

b. Interviews. In accordance with this subsection, interested persons or their representatives, may interview SRP management concerning proposed changes to the Standard Electric Price Plans and/or Terms and Conditions for Competition, and may interview the consultant(s), if any, selected by the Board to assist it in evaluating such proposed changes. Each Public Notice will state that such interviews may be requested, and will include the instructions and deadline(s) for requesting interviews, and the proposed date(s), time(s), and place(s) for such interviews. Unless other arrangements are made, any Board consultant will be available for interviews only on the date(s), time(s), and place(s) specified in the Public Notice. Interview requests must be submitted in the manner, and by the deadline, set forth in the Public Notice, and must describe the general topic(s) related to the Public Process for which the interview is requested. Interested persons or their representatives, may request interviews of a particular SRP employee, but SRP will have sole discretion to select, based on availability and knowledge, the employee(s) to be interviewed. SRP will make reasonable efforts to make the most
knowledgeable employees available, and will instruct interviewed employees to answer the questions to the best of their ability; however, the employee(s) may, when further consideration is warranted, provide responses to some questions subsequent to the interview.

Following the completion of each interview, SRP will make available upon request, or post on its website, either an interview transcript or a written summary of the questions asked, and responses provided, during the interview.

c. Written Questions and Requests for Documents. In accordance with this subsection, interested persons or their representatives may submit, through the Corporate Secretary, written comments and questions on the proposed changes to the Standard Electric Price Plans and/or Terms and Conditions for Competition, and may request documents relative to the proceedings. The Public Notice will state that such comments, questions, and document requests may be submitted, and will include the instructions and deadline(s) for submitting the same. Comments, questions, and document requests must be submitted in the manner, and by the deadline(s), set forth in the Public Notice. SRP will make reasonable efforts to provide timely responses to questions submitted, and accommodate document requests in a timely manner, but reserves the right, to the extent permitted by applicable law, to decline requests for documents or information that are unduly burdensome. Persons requesting copies of meeting transcripts or other materials prepared by a third party may be required to obtain such materials from the third-party preparer, with payment of applicable fees.

b.1. Board Meetings. SRP will use reasonable efforts to hold the Board meeting required under A.R.S. § 30-802(B)(3) and/or A.R.S. § 48-2334(D) (the “Special Pricing Meeting”) on the date that is 60 days after the Public Notice. To help ensure that the Board can accomplish its purposes and hear a range of viewpoints, the Board may, to the extent permitted by applicable law, impose reasonable rules and requirements with respect to public comments at the Special Pricing Meeting or other Board meetings at which the Board permits public comments. Such rules may include, without limitation, reasonable time limits on speakers and limitations on the number of speakers, and a requirement that prepared remarks be added to the record without being read aloud.

c.2. Publication. SRP will publish on its website at www.srpnet.com, within one business day of approval by the Board, any changes to the Standard Electric Price Plans, and will publish notice of such
changes in a newspaper of general circulation as soon as reasonably practicable. In addition, SRP will give notice to each affected Customer (or its designated agent) with or prior to the first billing to such Customer under the new or revised Price Plans. Such notice may be provided by mail or other means reasonably expected to reach each affected Customer (or its designated agent) including, without limitation, e-mail. If sent by United States mail, notice will be deemed given when deposited in the mail.

2.2.4 In addition to any other person or entity that may, under applicable law, be deemed a “party,” a person or entity will be considered a “party” for purposes of the Act if that person or entity: (a) is entitled to notice under A.R.S. § 48-2334(A)(3) or § 30-802(B)(1); (b) is considered an “interested person” under A.R.S. § 48-2334(A)(2) or § 30-802(B)(3); or (c) submits a written comment, proposal, question, or document request, makes a presentation to the Board, or interviews any employee of SRP or consultant of the Board, in connection with a Public Process.

2.3 CONSUMER PROTECTION

2.3.1 Confidentiality:

In accordance with state law, SRP will not release Customer-specific information to third parties unless (ia) the information is reasonably required for legitimate account collection activities or credit analysis activities, or when such information aids in providing safe and reliable service to the Customer, (ib) the Customer specifically authorizes in advance the release of such information in writing, or (icc) release is otherwise provided by court order. SRP may provide certain customer-specific information to its contractors and vendors for billing, remittance, research, customer service, marketing, and related SRP purposes.

2.3.2 Unfair, Deceptive, and Abusive Business, Marketing, and Advertising Practices:

SRP adheres to the standards of practice of the American Association of Advertising Agencies (AAAA) and applicable federal, state, and local laws, rules, and regulations regarding advertising and marketing, including telemarketing rules. Any changes to the AAAA standards of practice are subject to SRP review and acceptance.

2.3.3 Customer Complaints or Questions Regarding SRP Services:

a. If a residential service Customer has a question or problem concerning electric services provided by SRP, the Customer may
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call the SRP Residential Customer Services at 602-236-8888 or toll free at 1-800-258-4777.

a. Commercial, industrial, and all other Customers who have a question or problem concerning electric services provided by SRP, may contact their SRP Account Manager about the matter, or call SRP’s Business Center at 602-236-8833 or toll free at 1-800-258-4777.

b. If the SRP representative contacted will be able to resolve the issue informally or, if necessary, the representative will document it on behalf of the Customer and direct it to the appropriate SRP department for further review and response.

c. SRP electric Customers whose annual Energy usage is less than 100,000 kilowatt-hours (kWh) may appeal disputes to a Consumer Ombudsman for an independent review and determination. If the Customer does not accept the Consumer Ombudsman’s determination, the Customer may request an in-person informational hearing with SRP’s Director of Consumer Affairs Manager, who will render a final decision on behalf of SRP.

d. SRP electric Customers with annual Energy usage equal to or greater than 100,000 kilowatt-hours (kWh) may appeal billing, payment, and credit disputes to SRP’s Executive Dispute Resolution Committee for resolution. The Executive Dispute Resolution Committee may at any time seek the assistance of a Consumer Ombudsman in dispute settlement.

2.3.4. Other Customer Complaints or Questions:

a. If a Customer’s question or problem concerns electric services provided by an Electric Service Provider other than SRP, the SRP representative contacted by the Customer will direct the Customer to the responsible Electric Service Provider, or the Customer may contact the Arizona Corporation Commission at 602-542-4251 or toll free at 1-800-222-7000 about the matter.

b. Pursuant to the terms of the Act, for certain Code of Conduct disputes governed by policies established under the Act, upon the request of a Customer and after all of the above applicable dispute resolution options have been met, SRP will submit such dispute to non-binding third-party arbitration or mediation. SRP and the Customer will equally share the costs of the non-binding arbitration or mediation.
Pursuant to the terms of the Act, a Customer may apply to the SRP Board of Directors for a rehearing regarding certain disputes involving policies established under the Act.
APPLICATION FOR SERVICE

3.1 General:

3.1.1 Except where the terms of a Special Contract provide otherwise, SRP provides service to a Customer under and in accordance with these Rules and Regulations. In applying for service, the Customer agrees to be bound by the terms and conditions of these Rules and Regulations, the Standard Electric Price Plans, the Electric Service Specifications, SRP Distributed Generation Interconnection Guidelines, SRP Guidelines for Customer Ownership of Substation Equipment, and any Agreement for Electric Service between SRP and the Customer, if applicable.

3.1.2 SRP will assess a Customer a service fee each time SRP is requested to establish or re-establish Distribution service to that Customer. As necessary, SRP will redetermine the service fee from time to time to reasonably compensate SRP for associated costs.

3.1.3 In the case of a new service or a connection to an established service, a Customer, if requested by SRP, will provide the following information with the application for service:

a. Purpose for which service is to be used including a description of major appliances, motors, and other electric use equipment.

b. Location (service address).

c. Address to which bills are to be mailed.

d. Whether the Customer or Documentation supporting Customer's authority over the premises either as an owner, tenant, or property manager of the premises or otherwise has authority over the premises. Application to establish an active Customer account will be accepted only from the Person accepting responsibility for billing payment, or an authorized agent thereof.

e. Date the Customer will be ready for service.

f. Whether premises have been previously supplied with electrical service.
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g. Sufficient identification and other information about the Customer to enable SRP to confirm the Customer’s identity.

h. Sufficient financial information about the Customer to enable SRP to evaluate the Customer’s financial condition and creditworthiness if Customer requests a waiver of deposit or similar matter.

i. When requested, documentation supporting Customer’s authority over the premises.

j. Any other related information SRP deems necessary to provide service under the terms and conditions of these Rules and Regulations, Standard Electric Price Plans, and the Electric Service Specifications.

3.1.4 SRP will not provide service or install a meter until the Customer has satisfactorily complied with all of the following requirements:

a. Unless otherwise provided herein, settlement of all outstanding indebtedness of the Customer due SRP, including deposits, guaranties, and Contributions in Aid of Construction.

b. Installation of service entrance and wiring in compliance with the Electric Service Specifications.

c. Conformance to applicable requirements of governmental agencies having jurisdiction.

d. Provision of adequate easements and access to the premises satisfactory to SRP for installation, maintenance, and removal of SRP’s facilities.

e. Provision of identification and other information satisfactory to SRP to confirm the Customer’s identity.

f. Execution of all applicable written agreements required by SRP.

2.1.5 The Customer’s service characteristics and service requirements determine the applicable Standard Electric Price Plan(s). SRP can help determine the most advantageous Price Plan or rider for the Customer. However, because of varying Customer usage patterns, SRP cannot guarantee that the Price Plan a Customer selects is the most economical. In the absence of SRP’s error or SRP’s agreement in advance, SRP will not provide any refunds if the Customer would have paid less for service had the Customer been billed on an alternate Price Plan or rider.
3.1.6.3.1.5 If SRP approves more than one Point of Delivery for a Building, in accordance with the provisions of Section 5.1.2, Customer will submit separate application(s) for each Point of Delivery.

3.1.7 SRP will provide service under these Rules and Regulations without regard to race, creed, color, sex, marital status or national origin.

3.1.8 To be binding on SRP, all promises, agreements, or representations made by an employee or agent of SRP must be set forth in a written agreement, signed by an employee of SRP duly authorized to make such promises, agreements, or representations.

3.2 Non-Residential:

3.2.1 SRP may require applicants for service in classifications other than residential to sign an Agreement for Electric Service that will state, at minimum, the particular Standard Electric Price Plan under which the Customer will receive service.

3.2.2 Service may be discontinued upon Customer’s default under, or the expiration of the term stated in, an Agreement for Electric Service under which service is rendered. Should SRP, at its option, continue service beyond the term of an Agreement for Electric Service, such service will be under the terms and conditions provided in the Standard Electric Price Plans determined by SRP to apply from time to time. Continuance of service beyond the term of such Agreement for Electric Service will not constitute a waiver of SRP’s right to discontinue service for Customer’s breach of or lack of an Agreement for Electric Service.

3.2.3 An application for service may be made by contacting an SRP business office, by telephone through SRP’s Business Center at 602-236-8833 or toll free at 1-800-258-4777, or by any other method approved by SRP.

3.3 Residential:

An application for service may be made by contacting an SRP business office, by telephone through Residential Customer Services at 602-236-8888 or toll free at 1-800-258-4777, or by any other method approved by SRP.
3.4 General:

3.4.1 Each type of electric service may not be available at a given location. Before making any installation or purchasing equipment, the Customer should inquire from SRP as to the exact character of service that will be available at the Customer's service location. For very large installations or special applications, SRP may supply service under terms and conditions other than those generally available.

3.4.2 For all Cogeneration or Small Power Production FacilitiesDistributed Energy Devices, the Customer must allow metering and monitoring equipment at the site of the generator device in order to verify the reliability and quality of the electric Power connected to SRP’s electrical system. The type of metering and units to be metered shall be at SRP’s option. Meters and the location of metering will conform to the specifications, terms, and conditions outlined in Section 5.6.

3.4.3 For all Distributed Energy Devices, the Customer must submit an application for Interconnection Service, comply with the Distributed Generation Interconnection Handbook, and sign an Interconnection Agreement as outlined in Section 3.14. Upon SRP’s request and in its sole discretion, SRP may also require a third-party owner or operator of an electrical Distributed Energy Device to sign SRP’s Interconnection Agreement.

3.5 Frequency, Voltage, and Phase:

Service supplied will be alternating current at a regulated frequency of approximately 60 hertz. Single-phase and three-phase services with accompanying voltages are set forth in the Electric Service Specifications.

3.6 Motor Loads, Alternating Current:

Motor Loads are subject to limitations set forth in the Electric Service Specifications.

CLASSIFICATION OF SERVICE – STANDARD ELECTRIC PRICE PLANS

3.7 General – Applicability or Qualifications for Price Plans and Riders:

Customers should consult the Standard Electric Price Plans to determine the Price Plans under which they qualify for service. Price Plans available to Customers at any given time may be viewed on the SRP website at www.srpnet.com, or may be requested by...
phone from SRP’s Residential Customer Services or SRP’s Business Center. (see Sections 3.2.3 and 3.3 for contact information).

The Customer’s service characteristics and service requirements determine the applicable Standard Electric Price Plan(s). SRP can help determine the most advantageous Price Plan or rider for the Customer. However, because of varying Customer usage patterns, SRP cannot guarantee that the Price Plan a Customer selects is the most economical. In the absence of SRP error or SRP’s agreement in advance, SRP will not provide any refunds if the Customer would have paid less for service had the Customer been billed on an alternate Price Plan or rider.

3.8 Residential Service Plans (E-21, E-23, E-24, E-26 and E-28):

The following types of installations and no others qualify for residential Price Plan service:

3.1.1 Individual residence, individual apartment, or individual manufactured home. In the case of apartment buildings and manufactured home parks, excluding complexes owned or controlled by a cooperative or other unincorporated association, a Customer must take service under the appropriate general service Price Plan, including service to all Common Facilities.

3.8.1 Accessory buildings and outdoor lighting, including buildings located on the same premises and occupied as living quarters by household employees of a Customer, or guest houses not rented by the Customer to permanent or transient guests, when served through the Customer’s meter. SRP will not serve commercial establishments such as hotels and motels under residential Price Plans.

3.8.2 A residential dwelling used primarily as a home that maintains standard residential service but is also used for business purposes. If service enhancement is needed to serve the residence/business, SRP will consider it general service, not residential. The Customer will then need to select an applicable general service Price Plan.

3.9 General Service Price Plans (E-32, E-34 and E-36):

3.9.1 The Standard Price Plan for General Service (E-36) applies to any class of service for which no other Price Plan is available.

3.9.2 Temporary service will be furnished under the Standard Price Plan for General Service (E-36). SRP, at its sole discretion, will determine whether a Customer's proposed service is temporary. Charges for other than a standard Billing Period will be prorated.
3.10 Secondary, Primary, and Dedicated Large General Service Price Plans (E-61, E-63, E-65 and E-66):

3.10.1 SRP may begin service under one of these Price Plans for new accounts with expected monthly startup consumption greater than 300,000 kWh. Service will continue under the Price Plan provided that actual consumption exceeds 300,000 kWh during each of the first three consecutive months of service. If actual consumption does not meet the Price Plan criteria, SRP may transfer the account to an applicable General Service Price Plan E-32 or E-36.

3.10.2 SRP charges a Facilities Charge to Customers who use SRP facilities for the transformation and distribution of electricity below the 69 kV level. The Facilities Charge is determined under the Facilities Rider Supplemental to Price Plans E-61, E-63, E-65, E-66, and E-667.

3.a. Installation of new or additional Dedicated Facilities shall be subject to the terms and conditions of a separate construction contract. The Customer may be responsible for (i) replacement and installation of Dedicated Facilities substation equipment or other Dedicated Facilities through a Contribution in Aid of Construction, (ii) a change in the monthly Facilities Charge, or (iii) both.

3.b. SRP may charge the Customer to recover costs incurred by SRP to remove Dedicated Facilities.

3.c. To the extent not recovered by SRP’s Price Plans, Customers who own substation facilities will pay a monthly Facilities Charge to recover the cost of serving that Customer from SRP’s Transmission or sub-Transmission System.

3.11 Pumping Service Price Plans (E-47 and E-48):

These Price Plans are applicable to pumping water for commercial agricultural production or municipal water utilities.

3.12 Traffic Signal Lighting Service Price Plan (E-51):

SRP will estimate kilowatt-hour (kWh) consumption for billing purposes based on Connected Load and duration of its use. As a condition of service, the Customer must provide SRP notice of any changes in Connected Load after the initial installation.

3.13 Lighting Service Price Plans (E-56 and E-57):
3.13.1 Customers with lighting controllers will pay a monthly Facilities Charge pursuant to the Price Plan, based on the maximum Load rating of the controller.

3.13.2 SRP will estimate kilowatt-hour (kWh) consumption for billing purposes based on Connected Load and duration of its use. SRP may meter any installation.

3.13.3 SRP will maintain the lighting system except when the Customer owns the lights. SRP installation and ownership of new municipal public lighting facilities is not available.

3.13.4 If SRP provides lighting equipment, the prices will be as stated in the Lighting Equipment Rider, Municipal/Non—Municipal Public Lighting Equipment Riders, or the Private Security Lighting Equipment Rider, to the extent applicable.
CLASSIFICATION OF SERVICE — OTHER

3.14 Interconnection Service:

3.14.1 This service is available to any Customer owning or operating a Qualifying Facility who wishes to interconnect with SRP and who meets SRP requirements for interconnection. Except as required by applicable law, Interconnection Service for non-Qualifying Facilities is at the sole option of SRP.

3.14.2 Prior to receiving service under the Buyback Service Rider or other applicable rider, the Customer must enter into an Agreement for Interconnection Service Agreement. That Agreement supplements the SRP Distributed Generation Interconnection Guidelines for Distributed Generators Handbook, the applicable Price Plan, and these Rules and Regulations, and details the rights and obligations of SRP and the Customer pertaining to Interconnection Service. All costs of interconnection and metering are the responsibility of the Customer, unless specified otherwise provided in an agreement between SRP and the Customer. SRP reserves the right to require any Customer who desires to install a Distributed Energy Device to go through SRP’s Open Access Transmission Tariff interconnection process.

3.14.3 Purchases by SRP of electric Power and Energy from Customers with Qualifying Facilities Distributed Energy Devices will be made based upon the Buyback Service Rider or other applicable Price Plan or rider.

3.15 Requirements for Submitting Self-Generation Proposals:

Customer shall provide SRP a written statement of its intent to seek and ability to operate a self-generation project or equipment and attach a copy of the engineering and economic feasibility studies supporting the proposed self-generation project. Specific requirements can be obtained by contacting SRP.
MONETARY PROVISIONS

DEposITS AND CONTRIBUTIONS IN AID OF CONSTRUCTION

4.1 Form of Security:

4.1.1 Generally, SRP will require a cash deposit or other form of security acceptable to SRP to secure payment of an account or accounts for electricity and related services provided by SRP to a Customer whenever, in SRP’s sole discretion, Customer’s anticipated billings exceed limits determined by SRP or there is a significant risk or indicator of non-payment of indebtedness. In making its determination, SRP may consider the financial condition or creditworthiness of the Customer, the Customer’s payment history with SRP, the Customer's payment history with other creditors, the level of services provided by SRP, and the quality of documentation provided to confirm the identity of the Customer, among other factors.

4.1.2 A cash deposit accepted as security for payment of electric service will earn interest at the rate established by SRP until a turn-off for the relevant account is processed, provided such deposit has been held by SRP for at least 180 days. All accrued interest will be credited to the Customer as of December 31 of each calendar year (or another date as may be determined from time to time by SRP) or upon return of the deposit to the Customer, whichever occurs first.

4.2 Refunds of Deposits:

4.2.1 SRP will return a cash deposit to the Customer when service is discontinued after first applying the deposit and accrued interest to any amounts owed to SRP under any account, or accounts, for which Customer is responsible.

4.2.2 SRP will return a cash deposit on an account upon the establishment of a credit history satisfactory to SRP and provided adequate documentation of the identity of the Customer of record is on file, as determined by SRP. For those residential accounts where the Customer is eligible for a deposit refund, SRP may provide refunds automatically. Customers may request refunds on other accounts.

4.2.3 Refunds of cash deposits will be made by check, by application to the account, or by other appropriate mechanism as determined by SRP.
4.3 Waiver of Deposit:

4.3.1 SRP, in its sole discretion, may waive or reduce a security deposit when, for example:

a. the risk of loss is not significant,

b. the maximum credit exposure under SRP’s standard payment terms is nominal, or

c. the Customer and SRP agree to accelerated payment terms and a shorter notification timeline for disconnection than otherwise provided by these Rules and Regulations.

4.3.2 SRP may revoke a deposit waiver, require a deposit, and/or require an additional deposit if a Customer’s identity cannot be established to SRP’s satisfaction or, as determined by SRP, based upon the Customer’s financial condition or creditworthiness, the Customer’s payment history with SRP or other creditors, the Customer's billings exceeding limits determined by SRP, or other significant risk or indicator of non-payment of indebtedness, all as determined by SRP.

4.3.3 SRP may revoke a deposit waiver, require a deposit, and/or require an additional deposit if a Customer’s identity cannot be established to SRP’s satisfaction.

4.4 Contributions in Aid of Construction:

4.4.1 General:

a. SRP does not pay interest on Contributions in Aid of Construction. Contribution in Aid of Construction payments are generally non-refundable. However, SRP may, in its sole discretion, refund unused design fees if a Customer cancels a project prior to construction.

b. If SRP must add to, expand, or upgrade its facilities due to the increased load of an existing Customer or the projected load of a new Customer, SRP may require the Customer to pay a Contribution in Aid of Construction.

c. SRP may require a Customer who requests relocation, conversion (undergrounding), modification, or other alteration of SRP’s facilities to pay a Contribution in Aid of Construction.
d. SRP may require a Contribution in Aid of Construction payment for any Enhanced Distribution System or Enhanced Distribution Facilities installed at the request of, or to benefit, a Customer or potential Customer.

e. SRP may require a Contribution in Aid of Construction payment for any design, construction, and related costs performed at the Customer's request and that is not specifically covered by these Rules and Regulations. Work will begin only after SRP determines the proper Contribution in Aid of Construction amount and documents in a written agreement any necessary additional terms and conditions.

f. SRP will require a Customer who requests temporary service facilities to provide a Contribution in Aid of Construction payment in the amount of the estimated Up and Down Costs prior to SRP performing any work.

g. SRP may require a Contribution in Aid of Construction for the facilities required to serve any Load that, based on SRP estimates, will not provide SRP an adequate return on investment.

h. For platted residential developments with four or more contiguous lots of one acre or less in size, SRP may require a Contribution in Aid of Construction.

i. For Distribution systems in master planned areas and commercial/industrial subdivisions, SRP may require a non-refundable Contribution in Aid of Construction.

j. For Service Laterals, SRP requires the Customer or developer to provide all trenching, backfill, boring, and conduit when facilities are requested or required to be placed underground, or pay a Contribution in Aid of Construction for the cost of such work.

k. SRP may require a Contribution in Aid of Construction for any facilities that will be installed to provide service to the Customer.

l. SRP may, at its option, compute its charges on the basis of standard unit costs as determined from periodic studies made by SRP of similar construction or removal.
4.4.2 Line Extensions:

a. Any Distribution Line or Service Lateral Extension or reconstruction of existing single- or dual-phase facilities to dual- or three-phase facilities over 1,000 feet in length will be individually evaluated. Such Line or Service Lateral Extension or reconstruction may require payment of a Contribution in Aid of Construction.

b. For underground Line or Service Lateral Extensions, SRP may require a Customer to pay a Contribution in Aid of Construction to SRP for the cost of all trenching, backfill, boring, and conduit.

4.5 Refunds of Contributions in Aid of Construction:

4.5.1 SRP will refund any portion of a Contribution in Aid of Construction designated as refundable, according to the terms of the written agreement between SRP and Customer.

4.5.2 To be eligible for refund, the Customer must make a refund request and present satisfactory supporting documentation within the time frame provided in the agreement. SRP will make a reasonable effort to pay refunds due within 90 days of a timely request by the Customer.

4.5.3 SRP will not make cash refunds of Contributions in Aid of Construction unless all amounts owing to SRP have been paid in full. SRP may apply such refunds to any amounts owed to SRP by the Customer, including other electric service accounts for which Customer is responsible.

BILLING AND PAYMENT

4.6 Meter Readings:

4.6.1 SRP will utilize meter readings that are normally 30 or 31 calendar days apart for purposes of rendering a monthly bill. If, for any reason, the meter reading interval exceeds or falls short of the regular interval by five calendar days or more, SRP will prorate the monthly service charges, kilowatt (kW) charges and, if applicable, kilowatt-hour (kWh) charges in the applicable Price Plan. At its sole discretion, SRP may change the frequency of meter reading.

4.6.2 SRP may compute bills under any Price Plan based on a reasonable usage estimate made by SRP if any of the following conditions apply:
a. The meter fails to register accurately;

b. The meter reader is unable to obtain a meter reading because of locked gates, safety concerns, inclement weather, lack of access, or other hindrance;

c. Service is temporarily supplied without a meter;

d. A contrivance has been used to circumvent the accurate registration of metering devices or there is other evidence of fraud, as described in Section 4.14;

e. The meter reading schedule has been officially changed so that readings are taken at other than monthly intervals and estimation is necessary to compute the monthly bill; or

f. The meter, when capable of electronic communication with SRP, fails to communicate a meter read on a timely basis.

4.6.3 Any failure of SRP to render a complete monthly bill shall not be a waiver of SRP’s right to payment for services supplied by SRP.

4.6.4 Meters will be considered accurate for billing purposes when their registered usage is maintained within plus or minus 3% of 100% accuracy. The range will not exceed the variation established by standard utility practice, except when such allowable range is otherwise specifically limited by special contractual provisions. When a meter test confirms the registered usage variation to be in excess of the allowable variation, SRP will adjust the billing, and either debit or credit, the Customer retroactively for a time period reasonably estimated by SRP to be the period of the metering error. When a requested meter test confirms that registered usage is within the registration accuracy standards, SRP may assess the Customer a service fee.

4.6.5 When the Customer’s service entrance is energized for the Customer’s convenience, but unmetered, the Customer will pay SRP a daily charge determined by SRP.

4.7 Billing and Terms:

4.7.1 SRP will mail, email, or otherwise provide the Customer a bill for electric services provided by SRP and other SRP charges. Except as provided in Section 4.9 or as otherwise agreed by SRP, the Customer must pay the bill before it becomes delinquent. At SRP’s option, any Person, other than the...
Customer of record, who benefited from electric services provided by SRP may be held responsible for payment.

Note: These provisions are applicable to SRP charges only. For questions concerning charges from other Electric Service Providers, see the Direct Access Program portion of these Rules and Regulations.

a. If one or more of the applicable charges of the Price Plans change during a Billing Period, SRP may prorate the charges accordingly.

b. Unless otherwise provided in these Rules and Regulations, a charge may be imposed for connection or reconnection of service. A service fee may also be charged for other SRP actions related to a Customer’s account.

c. SRP increases or decreases bills in proportion to, and Customer shall pay, any taxes, fees, or charges (excluding federal or state income taxes) levied or imposed by any Governmental Entity and payable by SRP for any services, Power, or Energy provided by SRP.

Bills will be delinquent unless payment is received by the due date listed on the bill. SRP may charge interest on all delinquent amounts owed to SRP at a rate not to exceed the maximum legal interest rate, and SRP may assess a late payment fee on delinquent amounts.

At the option of SRP, kilowatt (kW) Demand for billing purposes will be determined on a connected kilovolt-amperes (kVA) basis for spot welder and arc welding machines, X-ray apparatus, or any other intermittent or fluctuating Loads. The Customer should consult SRP before installation of any such equipment.

When a Person causes SRP to incur unusual administrative, labor, material, or other costs, SRP may assess a fee to recover such costs.

Billing and Payment Options:

The most current billing and payment options available to Customers may be viewed on the SRP website at www.srpn.net or may be requested by phone from SRP’s Residential Customer Services or Business Center. (see Sections 3.2.3 and 3.3 for contact information).
4.9 Payment Disputes:

4.9.1 The Customer should notify SRP of discrepancies in SRP’s billing for services provided by SRP. If a Customer advises SRP in good faith that an amount is in dispute, SRP will not commence collection action against the amount in dispute until SRP has verified that the bill was correct; provided, however, that the Customer notifies SRP of the dispute claim before the amount becomes delinquent and pays all other amounts billed by SRP.

4.9.2 Disputes by SRP electric Customers whose annual Energy usage is less than 100,000 kilowatt-hours (kWh) may be appealed to a Consumer Ombudsman for an independent review and final determination.

4.9.3 All billing, payment and credit disputes from SRP electric Customers with annual Energy usage over 100,000 kilowatt-hours (kWh) may be referred to SRP’s Executive Dispute Resolution Committee for resolution in accordance with Section 2.3.3.

4.10 Collection of Terminated Accounts:

4.10.1 A Customer whose account has been terminated will be issued a final bill, which must be paid in full upon presentation. If a final bill becomes delinquent, SRP may use any legal means available to collect the amount due from the Customer or any other responsible Person. The Customer or any other responsible Person shall reimburse SRP for all costs and expenses incurred by SRP to collect the amount due.

4.10.2 If SRP disconnects an account for non-payment and the Customer does not pay the account in full, SRP may use any legal means available to collect the amount due from the Customer or any other responsible Person. The Customer or any other responsible Person shall reimburse SRP for all costs and expenses incurred by SRP to collect the amount due.

DISCONTINUANCE AND RECONNECTION

4.11 General:

Failure of SRP at any time to suspend the delivery of service, to terminate an Agreement for Electric Service, or to seek any other legal remedy upon default or breach by the Customer will not affect SRP’s right to seek any such remedies for the same or any future default or breach by the Customer. If a Customer fails to perform as required by these Rules and Regulations, the Price Plans, the Electric Service Specifications, or the Customer’s Agreement for Electric Service, SRP may disconnect service. No personal visit to a Customer’s premises is required prior to
disconnection of service. SRP also may disconnect service to the Customer when necessary to comply with any law or regulation applicable to SRP or the Customer, or if a governmental jurisdiction having authority revokes its clearance for the provision of electrical service.

4.12 Reconnect After Disconnect for Non-Payment:

4.12.1 Seven calendar days prior to disconnecting service for a delinquent SRP billing, SRP will mail, e-mail, or personally deliver to the Customer’s premises a written notice stating the delinquent amount and that SRP intends to disconnect service unless the delinquent amount is promptly paid. This notification requirement does not apply to delinquent extensions for payment of prior billings when a seven-day notice was previously given, to delinquent extensions for payment of deposits or other up-front charges that were billed as a courtesy to the Customer, to a pre-pay account when the Customer controls timing of the disconnection based on self-management of the pre-pay balance, or to insufficient funds regarding the Customer’s payment.

4.12.2 Once SRP disconnects service, SRP will not reconnect service until the Customer (a) applies for service; (b) pays all amounts the Customer owes SRP, including but not limited to past-due bills and any charges for the cost of disconnecting and reconnecting service; and (c) corrects the condition that resulted in the disconnection. SRP may require an additional security deposit based on its evaluation of the Customer’s creditworthiness.

4.13 Disconnect and Reconnect Pursuant to a Request of a Governmental Entity:

4.13.1 Once SRP receives a request to discontinue service from a governmental entity, stating that it has revoked its clearance for the provision of electrical service, SRP may immediately disconnect service to the Customer without notice.

4.13.2 Once SRP disconnects service due to a request by a Governmental Entity, SRP will not reconnect service until it receives notice that the clearance for the provision of electrical service has been restored by the governmental entity.

4.14 Fraud:

4.14.1 A Customer shall not connect a wire or contrivance to any apparatus used by SRP to supply electricity to a Customer, nor shall any Person provide power to any device by induction from SRP’s lines, in such manner that the Customer takes electricity that is not properly metered or accounted for.
4.14.1 No meter or other instrument installed for measuring the quantity of electricity consumed may be wrongfully obstructed, altered, injured, or prevented from functioning. When a meter seal has been broken by someone other than SRP’s personnel, SRP may assess a reconnection fee to the Customer’s billing. Bills for unmetered electricity may include the full cost or expense incurred by SRP to investigate and confirm diversion of electricity. SRP also reserves the right to impose additional charges, as it deems appropriate, when a provision of this Section 4.14.1 has been violated. Bills for all such charges are due and payable immediately upon presentation unless otherwise agreed by SRP. In addition to the remedies herein, SRP reserves all legal rights available to it including, without limitation, pursuing criminal prosecutions against, and criminal and civil damages from, any Party that violates this Section 4.14.1 or applicable law.

4.14.2 If SRP has evidence that any Customer has caused or allowed any of the conditions of Section 4.14.1 to exist, SRP may, at any time, without notice, discontinue the supply of electricity to the Customer and remove the meter or meters, apparatus, wires, and Service Lateral, as well as any evidence of the condition.

4.14.3 SRP will charge the Customer for periods of unmetered service, estimated using data from available records and information. In the event of damage to meters or Service Equipment, the current Customer of record shall pay SRP based on estimated Energy usage not previously billed as well as any SRP costs associated with restoring proper metering or service.

4.14.4 If SRP disconnects service to the Customer because of a violation of these Rules and Regulations, SRP will not restore service to the Customer until all amounts due SRP have been paid. SRP will include the full cost or expense incurred by SRP for the removal and reinstalation of the meter or meters, apparatus, wires, and Service Lateral. The Customer’s service entrance must comply with SRP’s then-current Electric Service Specifications before it can be re-energized.

4.15 Other Reasons for Discontinuance:

4.15.1 SRP may terminate an Agreement for Electric Service with a Customer under or suspend the delivery of service for any other default or breach of the Agreement by the Customer, but, except as expressly provided otherwise in these Rules and Regulations, SRP will not terminate or suspend service without first giving written notice to the Customer, stating in what particular way the Agreement has been violated.
4.15.2 SRP may terminate or suspend delivery of service in the event of a short circuit or other electrical system failure on the Customer’s side of the Point of Delivery or, if the utilization of the service by the Customer, in SRP’s sole discretion, is a safety hazard or may cause damage to Persons or property (“Emergency Disconnect”). Notwithstanding any other provision of these Rules and Regulations, the Price Plans, the Electric Service Specifications, or a Customer’s Agreement for Electrical Service, or the Distributed Generation Interconnection Handbook, no advance notice need be given to the Customer in the event of an Emergency Disconnect.

4.15.3 Upon prior written notice, SRP may terminate or suspend the delivery of service if: (a) the Customer refuses to grant or is unable to procure easements necessary for or incidental to SRP’s facilities or its provision of service to the Customer according to Section 5.1.5 or any written agreement between SRP and the Customer, or (b) SRP is not provided proper access to SRP Lines, Service Laterals, meters, or other equipment located on property owned or controlled by the Customer to perform maintenance or repair of SRP facilities, to provide service to the Customer, or to read meters on the Customer’s premises.

4.15.4 Notwithstanding any other provision of these Rules and Regulations, the Price Plans, the Electric Service Specifications, or the Customer’s Agreement for Electrical Service or the Distributed Generation Interconnection Handbook, SRP may disconnect a Customer at any time, without notice, and remove the meter or meters if the Customer has misrepresented his or her identity in any manner.

4.15.5 Upon prior written notice to Customer, SRP may terminate or suspend the delivery of electric service to any Customer who: (a) without obtaining SRP’s prior written approval, connects or allows the connection of a Distributed Energy Device to any portion of such Customer’s electric system; (b) is required to sign SRP’s Interconnection Agreement but refuses to do so; (c) fails to procure the signature of a third-party owner or operator on SRP’s Interconnection Agreement; or (d) fails to comply with the SRP’s Distributed Generation Interconnection Handbook.

4.15.6 SRP may terminate or suspend delivery of electric service at any time, without notice, if a Customer’s identity cannot be established to SRP’s satisfaction.

RESALE OF ENERGY

4.16 General:
4.16.1 Without written notice to and assent from SRP, a Customer may not resell, redistribute, or re-deliver Energy supplied by SRP except as stated in the following Sections.

4.16.2 Written notice is not required if: (a) the Customer is the owner of the premises being served; (b) the Customer elects to accept delivery of Energy to all facilities through one Point of Delivery; (c) the delivery of Energy is measured through one meter; and (d) Energy is delivered only to lessees of Customer.

4.16.3 An owner that elects to deliver Energy to lessees as described in Section 4.16.2 shall be responsible for the expense, installation, and maintenance of any submeters or other devices installed in the Customer's Distribution System to determine the lessees' electrical usage.

4.16.4 Revenues collected by the owner from a lessee for lessee’s electrical usage must be in accordance with the laws, codes, rules, and regulations established by the governmental authorities having jurisdiction thereof.

4.16.5 If a Customer violates any provision of Section 4.16, SRP may terminate or suspend the delivery of electric service, may refuse to supply electricity, and may seek any other available legal remedy to enforce compliance with such provision.
CONSTRUCTION

LINES AND SERVICE LATERALS

5.1 General:

5.1.1 Lines and electric connections necessary to supply service to the Customer will be provided by SRP in accordance with accepted utility engineering practice and subject to the applicable conditions and provisions of these Rules and Regulations and SRP’s Electric Service Specifications. All connections to SRP’s Lines will be made by SRP unless otherwise agreed to in writing by SRP.

5.1.2 Only one Service Lateral per Building will be constructed and service will be supplied only under a single set of conditions, such as voltage and number of phases, except that, where two or more Classes of Use are required or if, in SRP’s opinion, the Building is exceptionally large or has extraordinary capacity requirements, SRP may approve more than one Point of Delivery to the Building. Separate applications for service must be made for each delivery and each must be metered separately.

5.1.3 SRP reserves the right, at any time, to designate the location of its Lines on a Customer’s premises and the location of the Point of Delivery and/or Customer’s Service Equipment. Customer’s Service Equipment must be installed in accordance with SRP’s Electric Service Specifications.

5.1.4 If SRP is not given adequate assurance of a satisfactory return on investment to extend its facilities, SRP will extend those facilities only after satisfactory arrangements have been made with the Customer to reimburse SRP for the cost of the required installation and the cost of operation thereof.

5.1.5 Upon SRP’s request, the Customer shall provide SRP easements satisfactory to SRP for Lines, Service Laterals, transformers, capacitors, and other equipment necessary or incidental to the provision of service by SRP. Acquisition of easements on third-party property shall be the responsibility of the Customer requesting service; provided, however, that SRP may in its sole discretion and with no obligation or guarantee, assist Customer in acquiring third-party easements and Customer shall reimburse SRP for all incurred costs. SRP is not obligated to commence (i) the design, installation, or modification of electrical facilities for a Customer or (ii) the construction of, nor to construct an Extension of its electric system for service to the Customer until each Customer to be served by such electrical facilities or the Extension has obtained and delivered to SRP easements satisfactory
5.1.5 to SRP for such facilities or the Extension. For residential services and existing non-residential services without easements, the Customer shall be deemed to have granted an easement to SRP for all Service Laterals located upon the premises of the Customer.

5.1.6 Upon SRP’s request, the Customer shall allow installation and maintenance of equipment of other utilities within SRP’s easements or other rights-of-way located upon property owned or controlled by the Customer.

5.1.7 If the Customer requests relocation or removal of SRP’s facilities upon or from the premises of the Customer, such relocation or removal will be made at the expense of the Customer.

5.1.8 If electrical service to a location is terminated, SRP may, in its sole discretion, either remove its Service Lateral and related facilities or leave all or any portion of such Service Lateral and related facilities in place. If any portion of the Service Lateral is not removed by SRP and any Person, including the owner of the premises, later requests relocation or removal of such Service Lateral, the relocation or removal will be made at the expense of the requesting Person.

5.1.9 The length of Line or Service Lateral to be used in computing the additional required Contribution in Aid of Construction, if any, will be measured along the shortest practical distance, as determined by SRP.

5.1.10 Any overhead or underground Extension not specifically addressed by these Rules and Regulations or the Electric Service Specifications will be constructed only after special study by SRP to determine the required Contribution in Aid of Construction and to document all additional terms and conditions.

5.2 Service Laterals:

5.2.1 SRP will install an overhead or underground Service Lateral from existing overhead or underground Lines provided the point of attachment is within the distance limits established by SRP’s construction standards, and provided that adequate clearance can be maintained from any obstructions or hazards. A Contribution in Aid of Construction payment may be required.

5.2.2 Where only underground Lines are available, overhead Service Laterals will not be constructed to serve Customers.
EXTENSIONS

5.3 Construction - Line Extensions:

5.3.1 SRP will extend its Lines to serve a Customer where such Lines are contiguous to the existing electrical utility system (i.e., an Extension must be a branch from, a continuation of, or an addition to, an existing SRP Line).

5.3.2 SRP may construct Line Extensions with greater Capacity than that required by the Customer's electrical Load. The Customer will not be required to bear the cost of such additional Capacity unless the excess is specifically requested or needed to supply anticipated Load growth of the Customer.

5.3.3 Distribution Line Extensions in excess of 1,000 feet for a single Customer must be agreed to in writing by the Customer(s) and SRP.

5.3.4 When special Lines are constructed to serve a large Load, and such Lines would not otherwise provide SRP with a satisfactory return on investment, nor would they be constructed except for the revenue derived from the requesting Customer, then other Customers will be served from said Lines only upon their execution of Agreements for Electric Service. Such Agreements will provide for the discontinuance of service in the event of a loss of revenue derived from the large Load or, at the option of SRP, will require the other Customers to pay an additional monthly minimum charge and/or a Contribution in Aid of Construction.

5.3.5 When a Customer requests electric service that requires a three-phase Line Extension, SRP will extend any three-phase feeder Line required to serve the Extension if: (a) in the opinion of SRP, the feeder Line will promote the overall efficiency and reliability of its electric system; (b) the feeder Line is a continuation of SRP’s existing three-phase Distribution System; and (c) the remaining capacity of the existing feeder is greater than the sum of the Loads of the Customers for whom the Extension and any adjacent Extension is being constructed.
OTHER CONSTRUCTION STANDARDS

5.4 Building and Service Entrance:

5.4.1 Customers will provide all wiring within Buildings on their premises and between the Buildings and the service entrance. The location of the service entrance must be approved in advance by SRP.

5.4.2 The Customer must install, operate, and maintain its electrical facilities in a safe and adequate manner at all times. The SRP Electric Service Specifications manual may be used as a guide. SRP will provide the Customer with sections of those specifications relevant to the Customer’s installation upon request. The manual adheres to the “National Electric Code® (NFPA 70)” and the “Electric Utilities/Utility Service Equipment Requirements Committee” and is generally compatible with local municipal codes. The SRP Electric Service Specifications are subject to such additions and revisions required to remain current with code changes and SRP policy.

5.4.3 SRP is not obligated to inspect the Customer’s wiring, electrical facilities, or any installation downstream of the Point of Delivery. SRP may refuse or discontinue service to a Customer if, in SRP’s opinion, any portion of the Customer’s electrical system or installation is unsafe or creates a safety hazard.

5.5 High-Rise Buildings:

5.5.1 The Customer will provide and own all the distribution facilities within a High-Rise Building, except when a study by SRP indicates a concentration of electrical usage sufficient to justify the additional investment and ownership of such facilities by SRP.

5.5.2 When SRP will provide and own the distribution facilities, the Customer or Building owner must provide rights-of-way within the High-Rise Building that are satisfactory to SRP. In all cases, the raceways dedicated for use of SRP’s facilities will be separated from all other raceways, shafts, etc. within the Building.

5.6 Meters and Equipment:

5.6.1 Except as otherwise agreed by SRP, (a) only Customers who are eligible to select, and have selected, a competitive Electric Service Provider may choose a competitive Meter Service Provider, and (b) unless such Customers have chosen a competitive Meter Service Provider, SRP will furnish and install the meter or meters to measure the electricity used by
5.6.1 The Customer. The SRP meter or meters may be installed on the Customer's side of the Point of Delivery and will remain the property of SRP. The Customer must furnish sufficient space and proper devices for the installation of meters. Regardless of who is the Meter Service Provider, the meter location must be approved by SRP and must offer adequate protection of metering equipment. The location must also provide sufficient space and reasonable access for service and meter-reading functions. Any Customer contemplating a change in installation or location of meters or equipment must file the proper application for such change with SRP. After an application has been filed, SRP may grant to the Customer or Customer's agent permission to access the service entrance meter area.

5.6.2 The Customer must protect all property of SRP, including Lines, Service Laterals, transformers, capacitors, meters, structures, and other equipment located on the Customer's premises, from theft, damage, or interference.

a. The Customer shall be responsible for loss of or damage to SRP property located on the Customer's premises arising from the Customer's neglect, carelessness, or misuse and shall reimburse SRP for the cost of necessary repairs or replacements.

b. The Customer must notify SRP of any failure of SRP equipment.

5.6.3 SRP will install one meter or set of measuring devices for each Service Lateral, except where individual metering is necessary to bill multiple Customers or different Classes of Use.

5.6.4 To qualify for Totalizing, a Customer must comply with SRP’s Totalizing policies and procedures, as described in the Electric Service Specifications. SRP offers Totalizing of electrical usage in the following scenarios:

a. A Customer desiring the advantages of having the total electrical usage at a given premise or enterprise billed as a unit must bring wiring to a central point so that the entire Load for a given type of service may be supplied through a single Service Lateral and one meter. If SRP determines a Customer’s load exceeds SRP’s ability to serve through a single Service Lateral, the installation of additional SRP facilities, Customer service entry sections, and associated metering may be required. If the Customer desires the total electrical usage billed as a unit, the additional service entry sections must be placed adjacent to the existing service entry sections. Under any circumstance, the decision to bill the total electrical usage as a unit will be at the sole discretion of SRP.
Totalizing may be permitted when a Customer is fed from a dedicated feeder and has multiple services and meters. At minimum, all of the following conditions must be met: (i) the Customer accounts must be on the same E-60 series Price Plan, (ii) the multiple services must be located on the same or immediately adjacent property, and (iii) Totalizing shall not commence until the Customer has begun paying the full dedicated facilities charge.

5.6.5 When two or more Classes of Use exist within a Building, a separate application must be made for each Class of Use. SRP may require that each Class of Use be metered separately. Different Classes of Use may be supplied through a separate Service Lateral at the sole discretion of SRP.

5.6.6 When two or more meters are to be installed on the same Building to service different Customers, they must be grouped at a common point. The meter loops for each Customer must be clearly designated. The placement of meter loops and meter boards must be made by the Customer or owner of the Building at a location or locations to be designated by SRP, and must be installed in accordance with the SRP Electric Service Specifications or as required by authorized governmental agencies having jurisdiction.

5.6.7 When electric meters are to be installed on a switchboard, the Customer is responsible for all drilling necessary for SRP to mount and connect its meters before installation of the meters. A template for such drilling can be obtained from SRP.

5.6.8 Metering transformers, if required, will be furnished and installed by SRP. A Contribution in Aid of Construction may be required for them.

5.6.9 Except as may be provided in the Customer’s Agreement for Electric Service, any device or equipment installed by SRP on the Customer's premises will be owned and maintained solely by SRP regardless of any Contribution in Aid of Construction or deposit that may have been provided.

5.6.10 If a Customer, such as the operator of a mobile home park, desires that the master meter being used to bill the Customer be replaced with multiple meters billed individually to individual tenants, the Customer shall contact SRP regarding the matter. SRP will then inspect the Customer’s premises and determine the physical changes required to convert from master...
5.6.10 metering to individual metering. The Customer may be required to pay a Contribution in Aid of Construction for any new or upgraded facilities that SRP determines are necessary. The Customer will also be responsible for removal of all Customer-owned electrical facilities no longer required to provide electric service.

5.7 Point of Delivery:

5.7.1 In all cases, SRP will determine the Point of Delivery.

5.7.2 The Customer is responsible for construction, operation, and maintenance of all electrical facilities downstream from the Point of Delivery. SRP is responsible for construction, operation, and maintenance of all facilities upstream from the Point of Delivery. SRP will at all reasonable times, as a condition of service and in accordance with these Rules and Regulations, have the right of access to SRP’s facilities, including termination connections.

5.8 Voltage:

5.8.1 SRP will furnish and install the necessary transformation equipment to furnish the Customer with service at one of the nominal voltages specified in the applicable SRP Price Plan. SRP reserves the right to install the transformer and related facilities in a manner that promotes the overall efficiency and reliability of SRP’s electrical system and that provides service consistent with recognized utility practices to the Customer’s Point of Delivery in accordance with these Rules and Regulations.

5.8.2 SRP will provide service to large industrial and commercial Customers from SRP’s facilities built based on SRP standards applicable to the type and character of service to be furnished.
LIABILITY AND RESPONSIBILITY

CUSTOMER’S EQUIPMENT AND ITS OPERATION

6.1. General:

SRP may refuse or disconnect service when the Customer’s wiring or equipment is so designed or operated as to disturb service to other Customers or constitutes a physical or electrical hazard, as determined by SRP. All motors connected to SRP Lines must be of a type that will not require starting current deemed unreasonable by SRP, or shall be equipped with protective devices that restrict the starting current to limits acceptable to SRP. SRP may require that motor loads of less than 5 horsepower be single phase.

6.1.1 Harmonics and Voltage Flicker:

Customers may not connect loads to the SRP electric system that cause unacceptable voltage fluctuations (incandescent lamp flicker) and/or distortions (voltage/current harmonics) to the electric system. Examples of loads that may cause voltage fluctuations, distortions, or harmonics include welders, hoists, X-ray machines, gaseous-discharge lamps, rectifiers, motors, adjustable speed drives, and arc furnaces. SRP may require that such loads be supplied from a separate, dedicated service and/or that corrective equipment be installed at the Customer’s expense. The Customer shall be responsible for all associated costs. To prevent unacceptable voltage fluctuations and/or distortions, SRP enforces the following guidelines and may install specialized metering equipment and collect all associated costs, to ensure compliance:

Flicker guidelines:

For voltage systems less than 1000 volts, the following standards will apply, as applicable:


For voltage systems of 1000 volts or higher, the following standards will apply, as applicable:

- IEC 61000-3-7, “Assessment of emission limits for the connection of fluctuating load installations in MV, HV, and
6.2. Generation/Distributed Energy Devices on Customer's Premises Including Backup Generators and Solar or Other Renewable Generation:

6.2.1 Energizing equipment connected to the SRP electric system could act as a source of electrical backfeed, causing injury or death to electrical utility personnel working on Lines, Service Laterals, or other SRP electrical facilities in the vicinity. Customer shall refer to the SRP's Distributed Generation Interconnection Guidelines for Distributed Generators Handbook (which is available on SRP's website at www.srpnet.com and may be changed from time to time at the sole discretion of SRP) for requirements for and technical information about connecting Distributed Energy Devices to the SRP electric system. Any Customer whose electric system is connected to an electrical generation device Distributed Energy Device shall comply with the SRP's Distributed Generation Interconnection Guidelines for Distributed Generators Handbook. No electrical generation device Distributed Energy Device may be connected to any portion of a Customer's electric system that is connected to the SRP electric system unless SRP has first been notified of and approved such connection. Such notification and approval shall both be in writing.

6.2.2 If a Customer desires its or a third party's generation device Distributed Energy Device to be directly or indirectly connected to SRP's electric system through the Customer's electric system, the Customer shall first sign SRP's form of Distribution Interconnection Agreement. Upon SRP's request and in its sole discretion, SRP may also require a third-party owner or operator of an electrical generation device Distributed Energy Device to sign SRP's form of Distribution Interconnection Agreement.

6.2.3 Upon prior written notice, SRP may terminate or suspend the delivery of electrical service to any Customer who (i) without obtaining SRP's written approval, connects or allows the connection of an electrical generation...
device to any portion of such Customer’s electric system that is connected (or connects in closed transition) to the SRP electric system; (ii) is required to sign SRP’s Distribution Interconnection Agreement but refuses to do so; (iii) is unable to procure the signature of a third party owner or operator on SRP’s Distribution Interconnection Agreement; or (iv) fails to comply with the SRP Interconnection Guidelines for Distributed Generators.

6.2.46.2.3 For Customer Load normally served from the SRP system, which can also be switched to a Customer’s generator Distributed Energy Device if the SRP electric system is deenergized, an open transition transfer switch shall be installed between SRP’s and the Customer’s electric systems. This switch shall electrically and mechanically prevent connection of the Customer’s generator Distributed Energy Device to SRP’s electric system. The Customer should contact SRP if the Customer has any questions regarding these requirements.

6.2.56.2.4 Except in cases of SRP’s gross negligence or willful misconduct, the Customer shall indemnify and hold harmless SRP from and against all claims, whether arising in tort, contract, strict liability, or any other legal theory, for loss of or damage to property or injury to Persons arising out of the design, construction, or operation of any electrical generation Distributed Energy Device connected to the SRP electric system by or on behalf of the Customer.

6.3. Customer-Owned Substation Equipment:

Customers who own substation equipment shall conform to the SRP Guidelines for Customer Ownership of Substation Equipment, which guidelines may be changed from time-to-time at the sole discretion of SRP. A copy of the guidelines Guidelines may be obtained from the Customer’s SRP Account Representative.

6.4. Polyphase Circuit Balance:

A Customer receiving three-phase electric Energy must maintain, as nearly as is reasonably possible, equal currents in the three phases at the Point of Delivery. If, at any time, the current in any phase exceeds the average of the currents in the three phases by more than 5%, the amount to be paid by the Customer for the period during which the imbalance occurs may be increased by a percentage equal to that of the imbalance.

6.5. Power Factor:

SRP may include adjustments to bills for Loads for which the Power Factor falls below 85% present leading or lagging at any metering point during any Billing Period. If a
Customer’s Load operates at less than 85%, leading or lagging Power Factor, SRP may, in addition to taking other measures set forth in the Price Plan, require the Customer to provide, at Customer’s expense, corrective equipment to correct the Power Factor to at least 85% lagging an acceptable level.

6.6. Single Phasing and Phase-Reversal Protection:

6.6.1 SRP shall not be responsible to the Customer for, and the Customer shall release SRP from, damage to motors, other current-consuming equipment, and/or devices mechanically or electrically connected to such equipment, resulting from any phase reversals, single-phasing of three-phase service, or other similar conditions except when such damage is the direct result of SRP’s gross negligence or willful misconduct.

6.6.2 For three-phase motors driving elevators, hoists, tramways, cranes, conveyors, or other equipment that could create hazard to life in the event of uncontrolled reversal of motor rotation, the Customer must provide reverse-phase and open-phase protection, at the Customer’s expense, to completely disconnect the motors from their electrical energy source in the event of phase reversal or loss of one or more phases.

6.7. Changes in Installation:

Each of SRP’s service wires, transformers, meters, and other devices used to supply electricity to the Customer’s installation has a maximum capacity. Customer must obtain prior written consent of SRP to increase the Connected Load. Failure to obtain such consent may result in damage to SRP’s equipment, extended interruption of the Customer’s service, and damage to equipment of other Customers. When such damage is due to failure of the Customer to obtain consent, SRP may require the Customer to pay any and all damages including the cost to repair or replace the damaged equipment.

LIABILITY

6.8. Liability – General:

6.8.1 SRP makes no warranty, express or implied, as to the adequacy, safety, operation, or other characteristics of any of the structures, equipment, wires, conduits, appliances, or devices owned, installed, operated, or maintained by the Customer or leased by the Customer from third parties.

6.8.2 Except in cases of SRP’s gross negligence or willful misconduct, the Customer shall indemnify and hold harmless SRP from and against all claims, whether arising in tort, contract, strict liability, or any other legal theory, for loss of or damage to property or injury to Persons arising out of
6.8.2 (a) the delivery or use of electric service at or on the Customer’s side of the Point of Delivery, and (b) the Customer’s delivery of electricity to SRP.

6.8.3 Except in cases of SRP’s gross negligence or willful misconduct, SRP shall not be liable, whether in tort, contract, strict liability, or any other legal theory, for the loss of or damage to property (but not including bodily injury) arising (a) out of the delivery of electricity, or (b) from the presence or operation of SRP’s facilities, wires, equipment, or structures on or near the Customer’s premises.

6.9. Service Interruptions, Variations, and Curtailments – Limitation on Liability:

6.9.1 SRP does not guarantee a regular and uninterrupted supply of service to customers. SRP makes no warranty, express or implied, as to the adequacy, consistency, safety, character, or any other characteristic of the electricity or the supply or delivery thereof. SRP expressly disclaims all warranties, express or implied, regarding the supply and delivery of electricity to Customer.

6.9.2 SRP may, without liability, interrupt or limit the supply of service in order to make repairs, changes, or improvements to any part of its system for the general good of the service or the safety of the public or to prevent or limit any actual or threatened instability or disturbance of the system.

6.9.3 If a shortage of electricity occurs and SRP apportions its available supply of electricity, or reduces the system voltage, or temporarily disconnects service, SRP shall not be liable for any resulting loss or damage.

6.9.4 If Load reduction is required, Customer Load will be curtailed as deemed practicable by SRP in its sole discretion.

6.9.5 SRP shall not be liable, except in cases of SRP’s gross negligence or willful misconduct, whether in tort, contract, strict liability, or any other legal theory, for any losses, costs, damages, or expenses, other than for bodily injuries, arising out of any interruption, variation, and/or curtailment of service, including but not limited to an interruption, variation, and/or curtailment of service permitted by this Section 6.9 or caused by an uncontrollable force. The term “uncontrollable force” shall include but not be limited to accident, flood, earthquake, tornado, storm, lightning, and other natural catastrophes, fire, epidemic, failure of facilities, war, riot, civil disturbances, terrorism, labor disturbances, labor disputes, strikes, sabotage, restraint by court or public authority, action or non-action by any governmental agency Governmental Entity or authority, or failure to obtain the necessary permits, licenses, authorizations, or approvals from any governmental agency Governmental Entity or authority, state or municipal interference, or any other cause beyond SRP’s control. SRP shall exercise...
due diligence to restore service in the event interruptions occur. Nothing herein shall be construed to require SRP to settle a strike or labor dispute.

6.9.5.6 For all service interruptions, variations, and/or curtailments of any nature, including any interruption, reversal, spike, surge, or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity, to the extent the liability of SRP has not been precluded altogether pursuant to these Rules and Regulations, the liability of SRP to Customers or other Persons for damages, of whatever nature, including loss of business, loss of production, or damage to computers or other electronic equipment and appliances, shall in no event exceed the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical delivery facilities of Customers that were then equipped with the protective safeguards recommended or required by the then-current edition of the National Electrical Code, or liquidated damages in the amount of $10,000, whichever is less.

6.9.6.7 Service to Customer is expressly conditioned upon, and, in consideration for the services being rendered to Customer by SRP, the Customer hereby releases and agrees to release SRP from any direct, indirect, or consequential loss, damage, claim, charge, cost, or expense of any kind or nature that has resulted or may result, in connection with variations, curtailment, and/or interruption to electric service to the Customer.

6.9.7.8 A variety of protective devices and alternate power supplies that may prevent or limit damage that may arise as a result of the events described in this Section 6.9 are available for purchase by the Customer from third parties. In addition, insurance coverage for such damage may be available for purchase by the Customer. Unless the Customer has entered into a written contract with SRP for temporary backup generation, SRP has no obligation to provide backup generation in the event of a scheduled or unscheduled outage, or otherwise. The Customer assumes full responsibility for obtaining the necessary protective devices, alternate power supplies, and insurance, and SRP shall in no event be liable for any loss, damage, claim, charge, cost, or expense of any kind or nature that Customer could have prevented or insured against through procurement of protective devices, alternate power supplies, and insurance.

6.9.8.9 Customer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of SRP’s conduct under this Section 6.9.
ACCESS

6.10. Access to Premises:

6.10.1 In accepting service, the Customer grants to SRP’s employees and agents an unconditional right of access to the premises of the Customer at all reasonable times for purposes such as installing, connecting, reading, testing, repairing, adjusting, disconnecting, removing, inspecting, or maintaining any of SRP’s meters, wires, poles, or other equipment, and providing notices.

6.10.2 Customers with electronic gated access to their premises or community shall install or cause to be installed SRP-approved access switch assemblies on the property access gate(s) that will allow SRP employees and agents to enter and exit the gated property through the access gate(s) using an SRP proprietary key. The Customer shall be responsible for installation and maintenance of the SRP-approved switches at Customer’s expense. The Customer hereby releases SRP from and waives any claim it may have against SRP if installation of an SRP-approved switch invalidates or voids any warranty covering the Customer’s electronic gate. SRP shall not be liable to the Customer for, and the Customer shall indemnify and hold harmless SRP from and against, any claims for damage to the Customer’s gate(s) or to property of the Customer or any third party and death or injury to Persons arising out of the installation or use of the access switch assemblies, regardless of whether or not the access switch assemblies are purchased from or approved by SRP. If the Customer is not required by law, ordinance, or code to provide manual or electronic control of the Customer’s access gate(s) to emergency service personnel or the US Postal Service, and if an access gate is continuously guarded by the Customer, the Customer shall not be obligated to install an access switch assembly on the continuously guarded access gate. An access gate shall be deemed to be continuously guarded if a Customer or its employee or contractor is assigned to operate the access gate 24 hours a day, seven days a week, and such individual operating the access gate is present at a station located adjacent to the access gate, so that such individual is immediately accessible at all times to any SRP employee attempting to enter or exit the Customer’s property through the access gate.

6.10.3 All employees authorized to do work for SRP on the premises of the Customer will carry badges or other suitable identification, which they are instructed to show to the Customer upon request.
ENCROACHMENTS

6.11. Vegetation Encroachments and Hazards:

6.11.1 The Customer, not SRP, is responsible for pruning or removing vegetation (trees, shrubs, vines, etc.) that interfere or may interfere with Lines, Service Laterals, transformers, meters, and other SRP facilities on a Customer’s premises. The Customer shall hire a qualified line clearance tree trimmer to clear encroaching vegetation from such facilities and shall cause any contractor hired by the Customer to comply with all applicable laws when pruning or removing vegetation near SRP equipment and facilities, including Arizona Revised Statutes Sections 40-360.41 et seq. (regarding activities near overhead power lines).

6.11.2 Vegetation on a Customer’s premises must comply with any planting and encroachment requirements established by SRP. A Customer shall not plant or maintain any vegetation near any SRP electric facilities (whether overhead or underground) in a manner that encroaches or could foreseeably encroach upon SRP’s electric facilities, or interferes with SRP’s ability to safely operate, access, maintain, and protect SRP’s electric system. If vegetation on a Customer’s premises encroaches or could foreseeably encroach upon any of SRP’s Lines, Service Laterals, transformers, meters, or other equipment and interferes with SRP’s ability to safely operate, access, maintain, and protect the SRP electric system or to read meters, SRP may prune or remove the vegetation and may charge the Customer for SRP’s costs to do so. Upon prior written notice to the Customer, SRP shall be provided access to property owned or controlled by the Customer in order to prune or remove, at Customer’s expense, such vegetation. SRP shall not be liable to the Customer for, and the Customer releases SRP from, any claims for damages associated with the pruning or removal of such vegetation, including, but not limited to, the value of or replacement cost of such vegetation.

6.11.3 The Customer is responsible for maintaining a clear, dry, landscaped area three feet from and around the edges of all transformer and other equipment pads, as described in SRP’s Electric Service Specifications and any planting and encroachment standards established by SRP.

6.11.4 If a Customer fails to remove or remedy a vegetation encroachment or hazard as described herein, or if a Customer fails to provide access to SRP to prune or remove such vegetation, or fails to reimburse SRP for its reasonable costs of pruning, removal, or remediation, SRP may terminate service to the Customer’s account(s) until the Customer removes or
remedies the vegetation encroachment or hazard or reimburses SRP for the costs of doing so.

4.11.46.11.5 If SRP is required to bring a lawsuit to enforce these provisions, SRP shall be entitled to all remedies available under the law, including injunctive relief, authorizing SRP to immediately prune or remove the vegetation that encroaches or could foreseeably encroach upon any of SRP’s Lines, Service Laterals, transformers, meters or other equipment or interferes with SRP’s ability to safely operate, access, maintain, and protect SRP’s electric system or to read meters.

6.12. Structural Encroachments and Hazards:

6.12.1 A Customer shall not construct or install (or allow to be constructed or installed) any structure (including walls, fences, mailboxes, propane tanks, sheds, and other permanent objects) or excavate or place fill near any SRP electric facilities (whether overhead or underground) in such a manner that such structure, excavation, or fill encroaches upon SRP’s electric facilities or interferes with SRP’s ability to safely operate, access, maintain, and protect the SRP electric system. Customer must at all times maintain all clearances from SRP facilities as specified in the National Electric Safety Code, in Arizona Revised Statutes Sections 40-360.21 et seq. (regarding activities near underground facilities) and Sections 40-360.41 et seq. (regarding activities near overhead power lines), in any applicable SRP easement or other right-of-way document, or as otherwise required by law, rule, or regulation. The Customer is responsible for properly locating and protecting underground SRP facilities by obtaining an appropriate Blue Stake clearance before any excavation is made. The Blue Stake telephone number or appropriate clearance may be obtained by calling Arizona 811 (formerly Blue Stake) at (602) 263-1100, or 1-800-STAKE-IT.

6.12.2 SRP reserves the right to remove or modify any structure, fill any excavation, or remove any fill, wet landscaping, or irrigation system that encroaches upon or could damage SRP’s electric facilities (whether overhead, underground, or street light) or interferes with SRP’s ability to safely operate, access, maintain, and protect the SRP electric system, and SRP may charge the Customer for SRP’s costs to do so. SRP shall not be liable to the Customer for any loss of or damage to the Customer’s property resulting from such action.

6.12.3 If a Customer fails to remove or remedy a structural encroachment or other hazard as described herein, or if a Customer fails to reimburse SRP for its reasonable costs of such removal or remediation, SRP may terminate service to the Customer’s account(s) until the Customer removes or remedies the structural encroachment or hazard or reimburses SRP.
NOTE: THE DIRECT ACCESS PROGRAM BELOW AND ALL RELATED DEFINITIONS AND PROVISIONS IN THE RULES AND REGULATIONS ARE CURRENTLY SUSPENDED.

DIRECT ACCESS PROGRAM

7.0 APPLICABILITY:

The following Rules and Regulations apply to Electric Service Providers (ESPs), their agents and SRP Distribution Customers who elect to participate in SRP’s Direct Access Program.

7.1 Additional Definitions:

7.1.1 BUNDLED SERVICE: Electric service provided as a package to the Customer including all Electric Generation Service, Transmission service, Distribution service, Ancillary Services and Other Services necessary to deliver and measure Electrical Energy and Power.

7.1.2 CERTIFICATE OF CONVENIENCE AND NECESSITY (CC&N): For the purpose of these Rules and Regulations, a certificate issued to an Electric Service Provider by the ACC when required pursuant to A.R.S. § 40-281, et seq., and applicable ACC rules.

7.1.3 CODE OF CONDUCT: The code approved by the SRP Board of Directors in compliance with A.R.S. § 30-803(F), to prevent anti-competitive activities that could result from SRP providing both competitive and non-competitive services to retail electric Customers.

7.1.4 CUSTOMER: Any Person utilizing Bundled or Unbundled Services from SRP for one or more accounts, whether or not such Person receives Electric Generation Service from SRP. Where the context requires, the term “Customer” includes an applicant for SRP service.

7.1.5 DASR: See “Direct Access Service Request.”

7.1.6 DIRECT ACCESS PROGRAM: The Terms and Conditions for Competition in the Retail Sale of Electric Generation Service determined by SRP pursuant to A.R.S. § 30-802, the SRP Open Access Transmission Tariff (OATT) and other applicable SRP tariffs, Standard Electric Price Plans, these Rules and Regulations, the SRP Protocols, and all related contracts and agreements, each as amended from time to time, together
with any appendices or attachments thereto, as also amended from time to time.

7.1.7 DIRECT ACCESS SERVICE: Competitive Electric Generation Service or Other Services provided to eligible Customers pursuant to the Direct Access Program.

7.1.8 DIRECT ACCESS SERVICE REQUEST (DASR): An Electronic Data Interchange (EDI) transaction used as the primary means of communication between the ESP and SRP regarding a Customer’s intent to switch from one ESP to another; to update or change information about a Customer; advise of meter exchanges; request meter-related actions; terminate energy services being provided by the ESP; and disconnect service to a Customer.

7.1.9 ELECTRIC SERVICE PROVIDER (ESP): An entity providing Electric Generation Service and/or Other services pursuant to the Direct Access Program.

7.1.10 ELECTRIC SERVICE PROVIDER SERVICE AGREEMENT/ESP SERVICE AGREEMENT: A contract between an Electric Service Provider and SRP to facilitate the provision of Electric Generation Service and/or Other Services to retail Customers in SRP’s Distribution service territory.

7.1.11 METER READING SERVICE PROVIDER (MRSP): An entity that reads meters, performs validation, editing, and estimation on raw meter data to create validated meter data; translates validated data to an approved format; posts this data to a host computer for retrieval by billing agents; manages the host computer; exchanges data as necessary with SRP and ESPs; stores meter data for problem resolution; performs other related functions; and, if required, is certified by the ACC.

7.1.12 METER SERVICE PROVIDER (MSP): An entity that installs, maintains, removes, and replaces meters, and performs other related functions and, if required, is certified by the ACC.

7.1.13 ONE MW (Relative to Load): For the purpose of determining certain Customers’ eligibility for certain Direct Access Services, a Billing Demand in excess of 1,000 kW and Energy usage of more than 300,000 kWh during each of three consecutive Billing Periods; provided the actual monthly maximum Demand does not fall below 700 kW during six subsequent consecutive Billing Periods. Unless otherwise provided by the applicable Price Plan, the Billing Demand and Energy usage must occur at
7.1.4 OTHER SERVICES: Certain “other services” that may be provided competitively, as set forth in the Act. Such “other services” consist of metering, meter reading, billing and payment processing.

7.1.15 PROTOCOLS: The operational and administrative policies established by SRP to implement the provision of competitive Electric Generation Service and Other Services to retail Customers under the Direct Access Program.

7.1.16 PROVIDER OF LAST RESORT: The default provider of Electric Generation Service to certain Customers.

7.1.17 UNBUNDLED SERVICE: Elements of electric service provided and priced separately, including, but not limited to Electric Generation Service, Transmission service, Distribution service, Ancillary Services, and Other Services.

7.2 Retail Electric Service Competition:

7.2.1 SRP’s Distribution service territory is open to competition for Electric Generation Service and Other Services (metering, meter reading, billing and payment processing (collecting) services) in accordance with the Arizona Electric Power Competition Act.

7.2.2 SRP will discharge its responsibilities to all qualified providers of such services under the Direct Access Program in a non-discriminatory manner in accordance with its Code of Conduct, the Act and other applicable laws, rules and regulations, each as they may be amended from time-to-time.

CUSTOMER PARTICIPATION

7.3 Participation:

All Distribution Customers are eligible for (a) competitive Electric Generation Service as of June 1, 2000, and (b) Other Services as of December 31, 2000 if Customer has elected competitive Electric Generation Service.

7.4 Service Elections by Customers:

All SRP Distribution Customers may obtain service under one of the following two options:
7.4.1 Standard Electric Price Plans:

Under this option, unless otherwise agreed by SRP and Customer, SRP will provide all standard electric energy services, including metering, meter reading, and billing and payment processing (collection), on a bundled basis at standard prices established by SRP. Any Customer who has not chosen Direct Access Service will remain on the appropriate Price Plan.

7.4.2 Direct Access Service:

Under this option, Customers may purchase Electric Generation Service and Other Services from competitive providers.

7.5 Responsibility for Direct Access Services:

7.5.1 SRP Not Liable for ESP Services:

To the extent a Customer takes service from an ESP (or its agents), SRP has no obligation to the Customer with respect to service provided by the ESP. The Customer must look to the ESP to carry out the responsibilities associated with such ESP service.

7.5.2 ESP Not Liable for SRP Services:

To the extent a Customer takes service from SRP, an ESP has no obligation to the Customer with respect to service provided by SRP. The Customer must look to SRP to carry out the responsibilities associated with such SRP service.

7.6 Transmission and Distribution Service for Direct Access Customers:

Subject to the provisions of the Direct Access Program (including but not limited to the applicable Price Plans), applicable rules of the Federal Energy Regulatory Commission and compliance therewith by ESP and Customer, SRP will provide Transmission and Distribution service for delivery of electric Power and Electrical Energy to Direct Access Service Customers under applicable Price Plans, tariffs, contracts and these Rules and Regulations. For any Transmission service that SRP provides to allow an ESP to serve a Direct Access Service Customer, the Customer is deemed to have authorized its ESP (and any Scheduling Coordinator providing scheduling coordination services to ESP) to act as the Customer’s agent to obtain such Transmission service. The Customer is obligated to pay SRP for any Transmission services.
7.7 Customers Who Elect Competitive Electric Generation Service:

Customers who elect competitive Electric Generation Service, may also elect certain Other Services (metering, meter reading, billing and payment processing) to the extent such services are offered by the selected ESP, or by a third party, provided that such third party meets the requirements of the ACC, ESP and SRP. Metering, meter reading, and billing and payment processing service options are described in the Section titled “Unbundled Services and Obligation to Serve” of these Rules and Regulations, set forth below.

7.8 Changing To Another Electric Generation Service Provider:

Whether a Customer chooses to continue Electric Generation Service from SRP or selects an ESP, the Customer may choose or change their Electric Generation Service supplier in accordance with the provisions of the Direct Access Program.

7.9 Right to Participate in the Direct Access Program:

All SRP Customers may participate in the Direct Access Program.

7.10 Aggregation:

Accounts of different Customers or multiple accounts of the same Customer may be aggregated (combined) for Direct Access Service.

7.11 Master-Metered Customers:

For Customers with master meters, each eligible individual master-metered account (including those for which the Customer provides sub-metered tenant billings) may participate in the Direct Access Program as a single account. A master-metered Customer may not partition the electric Load of a single master-metered account among more than one ESP. The entire Load of a single master-metered account must receive Electric Generation Service from only one ESP.

7.12 Split Load:

A Customer requesting Direct Access Service may not partition the competitively served portion of the electric Load of a service account among more than one ESP. The entire competitive Load of a service account must be allocated to only one ESP.
UNBUNDLED SERVICES AND OBLIGATION TO SERVE

7.12 Distribution Services:

7.13.1 Within the SRP Distribution service territory, SRP is the sole provider of Distribution services. The Customer or the Customer’s authorized ESP must always contact SRP to apply for, commence, or terminate Distribution service.

7.13.2 Distribution services will be provided by SRP to Distribution Customers subject to and in accordance with these Rules and Regulations.

7.13.3 The Customer must contact its Electric Service Provider to initiate and terminate service provided by that ESP, including Electric Generation Service.

7.13.4 Service to all SRP Customers, including Direct Access Customers, shall be subject to service interruptions, variations and curtailments as provided in Section 6.9 of these Rules and Regulations. SRP’s liability in connection with service to Direct Access Customers shall be determined in accordance with Sections 6.8 and 6.9 of these Rules and Regulations.

7.14 Distribution Service Customer Responsibilities:

7.14.1 The Distribution service Customer must resolve any SRP credit-related matters directly with SRP. Such matters include but are not limited to payment arrangements, credit extensions, deposits, refunds, and disconnections for non-payment.

7.14.2 The Customer should call SRP if the Customer desires to report an interruption of electric service.

7.15 Meter Installation and Maintenance; Meter Reading; Billing and Payment Processing:

For Customers who choose competitive Electric Generation Service, the following functions are competitive:

7.15.1 Metering, including installation and maintenance.

7.15.2 Meter reading.

When competitive meter reading service is elected, SRP must be provided meter reads in accordance with its then current meter reading schedule for the Customer’s premises.
7.15.3 Billing and payment processing.

7.16 Meters and Metering Options for Direct Access Customers:

7.16.1 Customers with Loads in excess of 100,000 kWh per year who choose an ESP must have a meter capable of measuring Load in 15-minute intervals. The cost of meters, including installation costs and any associated monthly charges, shall be paid in accordance with the terms applicable to the metering option selected and the Meter Service Provider (MSP) Protocol.

7.16.2 Residential Customers or commercial Customers with Loads of 100,000 kWh per year or less who choose interval metering, or whose ESP requires interval metering, may use interval metering provided and installed by SRP or any other eligible ESP. The party requesting the interval metering is responsible for the cost of the meter, including installation cost.

7.16.3 All meters provided by ESPs or Customer must meet applicable American National Standards Institute (ANSI) standards for safety, reliability, and accuracy.

7.16.4 The ESP initiating the removal of an existing meter by SRP must pay the removal cost. If an existing SRP meter is made surplus as a result of competitive metering service, the ESP must pay the unrecovered cost of the existing meter. SRP will then retire the meter from service. The ESP may acquire the retired meter by notifying SRP of such ESP intent prior to removal of the meter.

7.16.5 SRP may offer optional meter technologies that SRP has approved and that are capable of providing data to bill the rates offered by ESPs. Optional meter technology will be offered under the following terms:

a. The incremental cost (including cost of purchase, installation, maintenance, and meter reading), if any, of a meter changeout beyond the SRP standard is the responsibility of the requesting ESP or Customer.

7.1.1 If an existing meter is made surplus by a meter changeout, the ESP requesting the changeout will pay the unrecovered cost for the existing meter. (Energy Imbalance Service): Service provided when SRP is participating in the Energy Imbalance Market and when the Energy Imbalance Market has not been suspended to supply or absorb Energy during each hour when a difference occurs between the scheduled and the actual delivery of Energy to a Load within a Balancing Authority Area.

c. If feasible, SRP will install the related equipment (switches,
communications, etc.) necessary to enable ESPs to offer options such as interruptible service, but the ESP must pay the incremental cost of the equipment, including installation cost.

7.17 Direct Access Customer Billings and Payments:

Each ESP must provide consolidated billing directly to each of its Customers. Such ESP consolidated bill will consist of charges to the Customer for services provided by the ESP and SRP. The Customer will remit payment for all charges to the ESP and the ESP will pay SRP for SRP charges to the Customer within SRP’s standard credit cycle.

7.18 Credit and Collections:

ESPs are responsible for receiving and processing all Customer payments and for remitting payment for all invoiced SRP charges to SRP by the payment due date whether the Customer has paid ESP for such charges. If a Customer does not provide full payment to the ESP, SRP will provide delinquent disconnect and reconnect service for the affected ESP for a pre-established fee and in accordance with the provisions of a written agreement between SRP and the ESP. SRP will not disconnect electric service for amounts owed to an ESP without authorization from the ESP.

7.19 Default Service for Current and New Customers:

SRP will continue to provide Bundled Service, in accordance with the applicable Price Plan, to each existing and new Customer who does not choose competitive Electric Generation Service.

7.20 Provider of Last Resort:

7.20.1 SRP will be the Provider of Last Resort for Electric Generation Service for every retail electric service Customer within SRP’s Distribution service territory whose annual usage is 100,000 kWh or less and whose Electric Generation Service has been discontinued through no fault of the retail electric service Customer, if other suppliers are unwilling or are unable to supply Electric Generation Service.

7.20.2 For such Provider of Last Resort Customers:

a. SRP will provide Electric Generation Service in accordance with its applicable Price Plans.

b. SRP may require an appropriate deposit as a condition of service.

c. SRP may require the Customer to be in good credit standing with SRP.

d. SRP may waive its standard notification requirements in the event
of extenuating circumstances affecting an ESP’s operations and ability to comply with such requirements.

e. SRP will notify the Customer of the date that it began Provider of Last Resort Electric Generation Service to the Customer. No switching fee applies to commencement of Provider of Last Resort service. The Customer may select a new ESP in accordance with the Direct Access Program.

f. The Customer must pay SRP for Provider of Last Resort and any other services provided by SRP.

7.21 Distribution Customers Returning to SRP for Electric Generation Service:

7.21.1 SRP may, at its option, provide Electric Generation Service to retail electric service Customers who wish to return to SRP. Except for Customers entitled to Provider of Last Resort service, SRP is not legally obligated to provide Electric Generation Service to other returning retail electric service Customers. SRP will review each request on an individual basis.

7.21.2 If an ESP defaults, SRP may, in its sole discretion, provide temporary service to a returning customer either under SRP’s existing Price Plans or under applicable market rates, whichever are greater, during the time in which SRP determines its willingness and ability to provide Electric Generation Service to that Customer on an ongoing basis. The Customer must pay SRP for any such temporary service.

7.22 Switching Application Charges:

SRP will assess a switching charge to the ESP gaining the Customer (including SRP for a returning Customer), for all switching applications submitted on behalf of the Customer.

7.23 Frequency and Timing of Switching:

7.23.1 A Customer may request to switch ESPs no more than once each Billing Period. SRP will process the first valid request received within a Billing Period.

7.23.2 SRP must receive electronic notification from the ESP acquiring a Customer of the Customer’s intent to switch ESPs not later than 10 days prior to the scheduled meter date, with the switch to be effective on such read date. However, if SRP has to provide different meter equipment, or if the Customer has elected competitive metering service, the switch may be delayed until a later meter-read cycle.
7.24 Energy-Related Services:

SRP provides various energy-related services. These may include, but are not limited to:


b. Heating, ventilation, air conditioning and miscellaneous appliance management.

c. Sales and installation of emergency backup power equipment.

d. Home automation.

e. Energy information systems.

f. Diagnostic maintenance services.

SYSTEM BENEFITS CHARGE

7.25 SRP assesses a System Benefits Charge on all retail energy delivered within the SRP Distribution service territory. SRP may assess the Provider of Last Resort component of the System Benefits Charge only to Customers whose annual energy usage is 100,000 kWh or less.

TAXES AND OTHER CHARGES

7.26 Customers must pay all taxes, fees and similar charges applicable to Direct Access Service. The ESP and SRP are each responsible for calculating the taxes, fees and charges for their respective services and remitting them to the appropriate jurisdiction.

CONSUMER PROTECTION

7.27 Cooling-Off Period:

Residential Customers have a three-business-day, cooling-off period during which they may cancel a contract with a new ESP and provide written notice to that ESP of the cancellation.

7.28 Customer Authorization for ESP Service:

7.28.1 Before submitting a DASR to SRP on behalf of an SRP Distribution Customer who desires to change its Electric Generation Service supplier, the ESP acquiring such Customer must obtain a written and dated authorization form from the Customer confirming the change of supplier.
The ESP is responsible for retaining such authorization forms, and upon request shall provide copies to SRP, the Distribution Customer and other appropriate parties.

7.28.2 The Customer authorization to change ESP shall:

a. not contain any inducements;

b. not state or suggest Customer take action to retain the current supplier of Electric Generation Service;

c. be in legible print with clear and plain language confirming the rates, terms, conditions and nature of the service to be provided;

d. be in the same language as any promotional or inducement materials provided to the Customer; and

e. not be collected by using a box or container to collect sweepstake or contest entries that, at the same time, is used to collect authorization by a retail Customer to change their supplier of Electric Generation Service or to subscribe to other services.

7.28.3 Advertising, service agreements and bills must use plain language and uniform words and phrases to allow the Customer to accurately compare offers and services.

7.28.4 An ESP that submits or executes a change in the retail Customer’s supplier of Electric Generation Service in violation of the requirements stated above may be liable to refund the entire amount of the Customer’s electricity charges attributable to Electric Generation Service from such ESP for three months, or the period of unauthorized service, whichever is less, in accordance with A.R.S. § 30-806(C).

7.29 Disputed Customer Authorization:

SRP will refer to the ACC disputes regarding a Customer’s authorization for services from an ESP that is subject to ACC certification.

7.30 Access to the SRP Distribution System:

SRP will allow access to its Distribution system only to ESPs authorized under A.R.S. § 30-801, et seq., that have been certificated by the ACC and that have appropriate ESP contract(s) in effect with SRP.
ELECTRIC SERVICE PROVIDERS

7.31 General Obligations of ESPs:

7.31.1 Authorization to Provide Direct Access Services or Act as Agent of Customer:

The ESP must obtain any written authorization necessary to provide Direct Access Service to the Customer or for the ESP (or its Scheduling Coordinator, if applicable) to act as Customer’s agent to acquire Direct Access Service.

7.31.2 Timeliness and Due Diligence:

ESPs must exercise due diligence to meet their obligations and deadlines pursuant to the Direct Access Program.

7.31.3 Arrangements with ESP Customers:

ESPs must assure that appropriate contractual or other arrangements necessary to implement Direct Access Service, including any necessary arrangements with MSPs or MRSPs, are in place with their Customers. Such contracts or arrangements must be consistent with all applicable laws, ACC requirements and the Direct Access Program. SRP is not responsible to monitor, review or enforce contracts or arrangements on behalf of ESP or any other party.

7.31.4 Transfer of Cost Obligations Between ESPs and Customers:

Nothing in these Rules and Regulations is intended to prevent ESPs and their Customers from agreeing to reallocate between them any costs for Direct Access Services that are designated in the Direct Access Program to be paid by a particular party, to the extent such reallocation is permitted by law. Such reallocation will not affect either party’s payment responsibility to SRP.

7.32 Governing Documents:

7.32.1 When the ESP is providing service to Direct Access Customers, the ESP must retain in effect its CC&N and must abide by the provisions of any required ESP Service Agreement and all applicable provisions of the Direct Access Program.
7.32.2 Documents applicable to the Direct Access Program are available for review at SRP’s main office located at 1521 N. Project Drive, Tempe, Arizona, 85281-1206.

ELECTRIC GENERATION SERVICE PROVIDERS

7.33 Competitive Services and Certification:

SRP’s Distribution service territory is open to competition for the sale of Electric Generation Service by ESPs certificated by the ACC, and who have an appropriate ESP Service Agreement in force with SRP. Providers of Other Services shall also be certificated by the ACC, if required, and must have an agreement acceptable to SRP in force with either an ESP that is a provider of Electric Generation Service, or SRP.

7.34 Responsibility for Purchases of Electric Power:

ESP's who are providers of Electric Generation Services are responsible for the purchase of the electric generation needs of their Direct Access Service Customers. Such ESPs shall ensure delivery of such purchases in accordance with the schedules provided by the ESP’s Scheduling Coordinators to the SRP Balancing Authority.

7.35 Scheduling Coordination:

ESPs providing Electric Generation Service must have one or more Scheduling Coordinators, with no more than one Scheduling Coordinator per service account. ESPs must disclose the identity of these Scheduling Coordinators to SRP, including when the ESP is performing Scheduling Coordinator services on its own behalf. SRP will not enforce requirements between an ESP and its Scheduling Coordinators. Scheduling Coordinators must enter into a Scheduling Coordinator agreement with SRP and must comply with the SRP Protocols and other applicable provisions of the SRP Direct Access Program.

7.36 Contracting with SRP:

To conduct business within the SRP Distribution service territory, a provider of Electric Generation Service must enter into an appropriate ESP Service Agreement with SRP. Among other requirements, the ESP must:

7.36.1 Provide SRP a copy of the approved Certificate of Convenience and Necessity (CC&N).

7.36.2 Provide SRP a copy of the signed agreement between the ESP and a qualified Scheduling Coordinator, unless the ESP intends to perform Scheduling Coordinator services on its own behalf.
7.36.3 Interact with SRP via established EDI transaction sets and satisfactorily complete data transfer testing.

METER, METER READING, AND BILLING AND PAYMENT PROCESSING SERVICE PROVIDERS

7.37 Providing Competitive Metering, Meter Reading, and/or Billing and Payment Processing Services:

A party providing competitive Metering, Meter Reading and/or Billing and Payment Processing services to a Direct Access Service Customer or ESP must obtain and maintain in effect any certification required by the ACC; comply with all applicable Protocols for Meter Service Providers (MSPs) or Meter Reading Service Providers (MRSPs); comply with other applicable provisions of the Direct Access Program; and comply with all other applicable laws, rules and regulations. MSP, MRSP or Billing and Payment Processing Services provided by the ESP, whether directly or by contract between the ESP and an independent MSP, MRSP or other service provider, must be performed in accordance with the applicable ESP Service Agreement. MSPs or MRSPs planning to offer services directly to Direct Access Customers must enter into an appropriate Service Agreement with SRP.

SCHEDULING COORDINATORS

7.38 Application Request:

A Scheduling Coordinator (SC) applicant may request an application and other necessary information from SRP by mail, fax, e-mail, or in person.

7.39 Governing Documents:

7.39.1 Scheduling Coordinators must abide by the provisions of the Scheduling Coordinator agreement with SRP and all applicable provisions of the Direct Access Program.

Documents applicable to the Direct Access Program are available for review at SRP’s main office located at 1521 N. Project Drive, Tempe, Arizona, 85281-1206.
APPENDIX A

The following pricing terms have the meaning specified:

7.1 ANCILLARY SERVICES CHARGES: Charges used to recover costs related to ancillary services. Ancillary Services are the following services, as further described in SRP’s Open Access Transmission Tariff, that are necessary to support the transmission of capacity and energy from resources to loads while maintaining the reliable operation of the transmission system.

7.1.1 ANCILLARY SERVICE 1 (Scheduling, System Control, and Dispatch Service): Service required to schedule the movement of Power through, out of, within, or into a Balancing Authority Area.

7.1.2 ANCILLARY SERVICE 2 (Reactive Supply and Voltage Control from Generation or Other Sources Service): Service required to maintain Transmission voltages within limits generally accepted in the region and consistently adhered to by SRP.

7.1.3 ANCILLARY SERVICE 3 (Regulation and Frequency Response Service): Service necessary to provide continuous balancing of resources (Generation and interchange) with Load and to maintain scheduled interconnection frequency at 60 Hz.

7.1.4 ANCILLARY SERVICE 4 (Energy Imbalance Service): Service provided when SRP is participating in the Energy Imbalance Market and when the Energy Imbalance Market has not been suspended to supply or absorb Energy during each hour when a difference occurs between the scheduled and the actual delivery of Energy to a Load within a Balancing Authority Area.

7.1.5 ANCILLARY SERVICE 5 (Operating Reserve – Spinning Reserve Service): Service needed to serve Load immediately in the event of an electric system Contingency.

7.1.6 ANCILLARY SERVICE 6 (Operating Reserve – Supplemental Reserve Service): Service needed to serve Load in the event of an electric system Contingency. Such service is available to serve Load within a short period of time but not immediately.

7.2 BILLING AND CUSTOMER SERVICE CHARGE: A charge used to recover costs related to support customer applications, contracts, orders and bills for delivery and collection, receiving preparing recording and handling customer billing data, customer account records, routine orders for service, disconnections and transfers, providing assistance, and communicating with customers.

7.3 DISTRIBUTION DELIVERY CHARGE: A charge used to recover costs related to the Distribution System, in particular, substation and primary costs.
7.4 DISTRIBUTION FACILITIES CHARGE: A charge used to recover costs related to the
distribution system, in particular, secondary costs comprising secondary transformers,
conductors, conduits, switches, and other secondary appurtenances, and some directly
assigned customer enhancement-related expenses.

7.5 GENERATION CHARGE: A charge to collect expenses incurred directly in the
production of power, less the Fuel and Purchased Power and Ancillary Services expenses.

7.6 METER CHARGE: A charge to recover costs related to owning and maintaining the
electric meter.

7.7 SYSTEMS BENEFIT CHARGE: A charge included in all Price Plans to fund certain
programs benefiting the general public.

7.8 TRANSMISSION CHARGE: A charge to recover costs related to the Transmission
System.
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APPENDIX A

The following pricing terms have the meaning specified:

1. **ANCILLARY SERVICES CHARGES**: Charges used to recover costs related to ancillary services. Ancillary Services are the following services, as further described in SRP’s Open Access Transmission Tariff, that are necessary to support the transmission of capacity and energy from resources to loads while maintaining the reliable operation of the Transmission System.

   a. **ANCILLARY SERVICE 1 (Scheduling, System Control, and Dispatch Service)**: Service required to schedule the movement of Power through, out of, within, or into a Balancing Authority Area.

   b. **ANCILLARY SERVICE 2 (Reactive Supply and Voltage Control from Generation or Other Sources Service)**: Service required to maintain Transmission voltages within limits generally accepted in the region and consistently adhered to by SRP.

   c. **ANCILLARY SERVICE 3 (Regulation and Frequency Response Service)**: Service necessary to provide continuous balancing of resources (Generation and interchange) with Load and to maintain scheduled interconnection frequency at 60 Hz.

   d. **ANCILLARY SERVICE 4 (Energy Imbalance Service)**: Service provided when SRP is participating in the Energy Imbalance Market and when the Energy Imbalance Market has not been suspended to supply or absorb Energy during each hour when a difference occurs between the scheduled and the actual delivery of Energy to a Load within a Balancing Authority Area.

   e. **ANCILLARY SERVICE 5 (Operating Reserve – Spinning Reserve Service)**: Service needed to serve Load immediately in the event of an electric system Contingency.

   f. **ANCILLARY SERVICE 6 (Operating Reserve – Supplemental Reserve Service)**: Service needed to serve Load in the event of an electric system Contingency. Such service is available to serve Load within a short period of time but not immediately.

   g. **ANCILLARY SERVICE CHARGE**: A charge per kW or kWh used to recover costs related to Ancillary Services.

2. **BILLING AND CUSTOMER SERVICE CHARGE**: A charge used to recover costs related to support customer applications, contracts, orders and bills for delivery and collection, receiving preparing recording and handling customer billing data, customer account
records, routine orders for service, disconnections and transfers, providing assistance, and communicating with customers.

2.3. DISTRIBUTION CHARGE/DISTRIBUTION FACILITIES CHARGE: A fixed monthly charge used to recover costs related to the Distribution System, in particular, secondary costs comprising secondary transformers, conductors, conduits, switches, and other secondary appurtenances, and some directly assigned customer enhancement-related expenses.

3.4. DISTRIBUTION DELIVERY CHARGE: A charge per kWh or per kW used to recover costs related to the Distribution System, in particular, substation and primary costs.

ENERGY CHARGE: A charge per kWh for the Electrical Energy used by the Customer.

4. GENERATION CHARGE: A charge to collect expenses incurred directly in the production of power, less the Fuel and Purchased Power and Ancillary Services expenses.

5. METER CHARGE: A fixed monthly charge to recover costs related to owning and maintaining the electric meter.

6. SYSTEMS BENEFIT CHARGE: A non-bypassable per kilowatt hour (kWh) charge included in all Price Plans to fund certain programs benefiting the general public.

7. TRANSMISSION DELIVERY CHARGE: A charge per kilowatt hour (kWh) or per kilowatt (kW) to recover costs related to the Transmission System.
Company Core Experience

Black & Veatch Management Consulting states they employ more than 200 professionals including experienced industry executives, senior analysts and technology experts from across the electric, water, oil, natural gas and technology industries. Black & Veatch states their diverse consulting service offerings span financial, process and technology solutions, and many of our experienced professionals possess cross-functional skills including asset management, cost of service/rate design, business process/workflow analysis, and implementation services. Black & Veatch states members of the team assembled for this engagement bring experience in the following similar projects:

- Puerto Rico Electric Power Authority; Mr. Zarumba led a team which prepared and filed the Puerto Rico Electric Power Authority’s (PREPA) first litigated rate request. As part of that request, Mr. Zarumba and his team prepared pricing proposals for the compensation of Distributed Energy Resources (DER).
- Michigan State University Advanced Rate School; Mr. Zarumba taught a section of the Michigan State University (MSU) Advanced Rate School addressing Compensation of DER (Fall 2016).
- Bermuda Electric Power Authority; Mr. Zarumba prepared a Pricing Strategy for the Bermuda Electric Light Company (BELCO) including compensation of DER resources.
- New Brunswick Energy and Utilities Board; Dr. Hemphill conducted a 2-day training seminar for the Board members and staff on rate design fundamentals and pricing for evolving electricity industry.
- Commonwealth Edison Company; Dr. Hemphill was Vice President of Regulatory Policy & Strategy for Commonwealth Edison Company (ComEd) until January 2016. In that capacity, he was responsible for revenue policy including the development of annual revenue requirements; cost-of-service allocations; retail rates including the development and implementation of ComEd’s pricing policy; tariff administration; and analysis of strategic policy options for ComEd’s distribution business.
- Exelon Utilities; Dr. Hemphill led a consulting team that provided assistance to the five EXCEL distribution companies in developing a strategy for pricing during the industry transition to 2-way power flow.
- Duke Energy; Dr. Hemphill was a key contributor and facilitator in developing the Duke Energy pricing roadmap that was filed with the North Carolina Utilities Commission. A critical issue addressed in this roadmap is pricing policy with growth of DER.
- Evergy; Dr. Hemphill consulted with Evergy on pricing fundamentals for energy efficiency, demand response, and DER.

Project Team

Mr. Ralph Zarumba has thirty-eight years of experience and has appeared as an expert witness or sponsored expert reports in over twenty jurisdictions in North America on various regulatory issues, including pricing design and compensation of Distributed Energy Resources.

- He is an economist and has appeared as an expert witness in regulatory, legislative, and legal proceedings in over 20 jurisdictions in North America.
- His international advisory work has included engagements in the U.K., the Middle East, Southeastern Europe, Central America, and the Pacific Rim.
- He has prepared and supported a number of pricing designs, and marginal and embedded cost of services studies before various regulatory authorities.
- He has also taught DER compensation at the Michigan State University Advanced Pricing Program.
Dr. Ross Hemphill has forty years of experience in utility regulation and was previously the Vice President of Regulatory Affairs at Commonwealth Edison Company, as well as a consultant at other consulting firms. He has noted experience in electricity pricing design.

- He was Vice President of Regulatory Policy & Strategy for Commonwealth Edison Company (ComEd) until January 2016. In that capacity, he was responsible for revenue policy including the development of annual revenue requirements; cost-of service allocations; retail rates including the development and implementation of ComEd’s pricing policy; tariff administration; analysis of strategic policy options for ComEd’s distribution business; and the monitoring of regulatory compliance throughout the company.
- He has testified on a range of regulatory issues in the U.S., Puerto Rico, Canada, and South America and has published articles on utility economics and pricing design as detailed below.

Dr. Terry Harvill is a former commissioner at the Illinois Commerce Commission and a former utility executive at the ITC Transmission Company and at DTE Energy.

- He has over 30 years of experience across the electric energy industry as a former public utility commissioner and senior utility executive on a range of economic issues related to energy and environmental policies, cost of service and rate design, regional transmission organization formulation and function, electricity market design and performance, power generation economics, and the economic impacts of state and federal policies.
- He has prepared and submitted expert testimony on marginal and embedded cost-of-service and rate design within the context of electricity, natural gas, and water proceedings before the Illinois Commerce Commission.
- He has also testified on several policy matters before the Federal Energy Regulatory Commission, the Michigan Public Service Commission, the United States House of Representatives, Committee on the Judiciary, the United States Senate Committee on Energy and Natural Resources, the Ohio House of Representatives Public Utility Committee, and the Michigan House of Representatives Energy and Technology Committee.

Experience Engaging with Media/Public

Black & Veatch states the members of the project team have extensive experience as expert witnesses in over 100 proceedings, providing testimony before legislative bodies and speaking at public hearings.
Company Core Experience

Christensen Associates Energy Consulting (CA) asserts that their staff have been providing costing and pricing services to the electric power and other regulated industries since 1978. CA states that their team has conducted analysis in all the areas of expertise important for this project and have consulted for all forms of electric utility, for regulators and intervenors.

Costing

- Cost-of-Service (COS) studies
- COS methodology reviews
- Marginal cost studies of generation, transmission, and distribution services
- Cost benchmarking studies—inter-utility comparisons

Retail Pricing

- Traditional and innovative rate design
- Retail portfolio review with respect to industry practice, regulatory criteria, and economic theory
- Dynamic pricing programs price response analysis, encompassing customer response to new market-based rate design and design simulations, along with customer choice analysis
- Transmission services pricing, including network additions policy

Wholesale Market Pricing

- Open Access Transmission Tariff (OATT) review
- Power procurement

Other Experience

CA states that they also possess strong experience in making presentations to regulators, industry stakeholders, conference attendees, utility customers of all sizes, and the public. CA staff have organized and presented at multiple electricity pricing conferences, prepared, and delivered workshop offerings, and have presented oral and written testimony to regulatory bodies.

CA indicates that they have performed work in the following areas:

Embedded and marginal costing

Review of Cost-of-Service Methodology for Newfoundland and Labrador Hydro; Rate Case Support for Montana-Dakota Utilities; Cost-of-Service Study for a Midwestern Distribution Utility; Assessment of Real-Time Pricing Methodology; Marginal Cost-Based Pricing of Unbundled Services for Georgia Power Company; Cost Allocation and Pricing Curtailable Services for Central Electric Power Cooperative; Pricing Generation Services Between Affiliates for Florida Public Utilities Company; and Marginal Costs of Electricity Services; Evaluation of Generation Asset Purchase.
Retail Rate Design

Cost of Service and Rate Design, Utah Division of Public Utilities; Rate Review for Hydro-Quebec Distribution; Review of Rate Strategy and Retail Portfolio Options; Dynamic Pricing and Curtailable Services; Standby, Supplemental, and Backup Service Rates; Alternative Retail Electricity Ratemaking Mechanisms for the Public Utility Commission of Texas; Testimony and Accompanying Support for Electric Rate Case Proceeding for Florida Public Utilities Company; Review and Revision of a Residential Time-of-Day Pricing Tariff for Xcel Energy; White Paper on Retail Pricing Strategy; Testimony on Three-Part Rates and Net Metering Modifications on behalf of the Arizona Investment Council (AIC) and provided testimony supporting two rate design proposals by UNS Electric (UNS); Evaluating RTP Price Response for Georgia Power; and numerous Load Impact Evaluations for Pacific Gas and Electric, San Diego Gas and Electric, and Southern California Edison.

Transmission Costing and Pricing

Open Access Transmission Tariff and Formula Rates for Newfoundland and Labrador Hydro (NL Hydro); Design of Efficient Transmission Prices including estimating spatially differentiated marginal security costs to efficiently price security services (reactive power and operating reserves).

Public Presentations

Conference Organization, Workshop Preparation and Delivery, Presentations including assisting EUCI, a conference organizer, to develop conference agendas and acquire speakers. Regulated Industry Staff Training. CA has contributed presentations annually to the Wisconsin Public Utility Institute’s Energy Utility Basics training.

Biographical Sketches of Key Staff

Bruce R. Chapman, MA (University of Wisconsin–Madison) is a Vice President. He assists clients in the electricity and natural gas industries to improve their costing and pricing capabilities. Mr. Chapman advises clients in such areas of expertise as: cost-of-service analysis and rate design based upon established regulatory and market-based principles; innovative rate design including demand response products, renewables pricing, fixed billing, and other market-based retail pricing products; load forecasting and load research analysis. Mr. Chapman supervises and conducts analysis of costing and pricing issues for utilities, regulators, customers, and other industry stakeholders. Additionally, he has supervised the development of software required for the implementation and support of innovative retail products. Examples include cost-of-service and rate design models to support rate applications, and models to predict customer tariff choice and price response. Mr. Chapman regularly presents costing and pricing issues and concepts at industry conferences and workshops.

Daniel G. Hansen, PhD (Michigan State University) is a Vice President. Dr. Hansen has worked in a variety of areas related to retail and wholesale pricing in electricity and natural gas markets. He has testified in Arizona on revenue decoupling and residential demand charges. He has used statistical models to forecast customer usage, estimate customer load response to changing prices, and estimate customer preferences for product attributes. He has developed and priced new product options; evaluated existing pricing programs; evaluated the risks associated with individual products and product portfolios; and developed
cost-of-service studies. Dr. Hansen has conducted evaluations and provided testimony regarding revenue decoupling and weather adjustment mechanisms. His research was published in Industrial and Labor Relations Review, the Journal of Labor Economics, and The Electricity Journal.

Corey Lott, PhD (University of California, Santa Barbara) is a Senior Economist. She specializes in applied econometric techniques, data analysis, and microeconomic theory, with applications to the energy and water industries. Dr. Lott has assisted clients in evaluating load impacts from residential and non-residential demand response programs including air conditioner cycling control programs, critical-peak pricing, and aggregator contracts, using statistical software such as Stata and R. She has worked with numerous water utilities to evaluate demand management and demand response programs, estimate price elasticities, and design drought messaging campaigns using behavioral science techniques. Dr. Lott’s research was published in Economics Letters and Environmental and Resource Economics.

Robert J. Camfield, M.A. is a Senior Regulatory Consultant with experience in the energy industry and the economics of regulation. He has managed numerous projects involving wholesale and retail markets in North America and abroad. In collaboration with the University of Wisconsin, Robert served as the program director for EEI’s Transmission and Wholesale Markets summer program, 1999 through 2008. His professional work covers cost of capital and issues of regulatory finance, analysis underlying G&T resource decisions, tariff design, market projections and load forecasts, financial projections and revenue requirements, renewable resources, pricing arrangements for distributed resources and microgrids, regulatory governance and incentive plans, cost analytics including cost of service allocation and marginal costs, time varying pricing, cost-benefit analysis and evaluation, and performance benchmarking. He has authored formal reports and filed testimony before regulatory authorities covering an array of topics including wholesale power agreements, power procurement processes, and regulatory phase-in plans. He has negotiated power purchase agreements and he has assisted utilities to determine OATT prices for regulatory filings. R. Camfield has served on technical advisory boards for EPRI and major electric utilities, and he makes regular appearances before national conferences and, on occasion, NARUC committees. Robert is a graduate of Interlochen Arts Academy and holds an M.A. in Economics from Western Michigan University. He has served in the capacities of System Economist for Southern Company and Chief Economist for the New Hampshire Public Utilities Commission. Robert has published articles in The Electricity Journal, CIGRE (International Council on Large Electric Systems), IEEE Transactions on Power Systems, and has contributed sections to Pricing in Competitive Markets and Electricity Pricing in Transition, Kluwer Academic Publishers.

Nicholas Crowley, MS (University of Wisconsin–Madison) is a Senior Economist. He assists electric utilities in measuring cost of capital and preparing cost-of-service studies for rate cases. He has calculated total factor productivity measures for the electricity sector and developed indexes for use in performance-based ratemaking. For electric utilities, Mr. Crowley has participated in the development of cost benchmarks for power systems and participated in marginal cost estimation and the development of marginal cost models. He has assisted in the measurement of price response by customers participating in leading demand response programs. Mr. Crowley’s has filed reports before regulatory authorities. Before joining Christensen Associates Energy Consulting, Mr. Crowley worked at the Federal Energy Regulatory Commission, where he assisted with energy industry benchmarking and the review and evaluation of natural gas pipeline rate cases. Mr. Crowley is proficient in Stata and Excel, in addition to other software packages used in quantitative analysis.
Experience Engaging with Media/Public

The project team has experience presenting public testimony in regulatory proceedings. All have published papers in various industry and regulatory forums. Additionally, Mr. Chapman, the project team manager, regularly presents at industry conferences and workshops.
Company Core Experience

Concentric asserts that it has experience in utility ratemaking. Their work with utilities over the past two decades includes hundreds of engagements spanning cost of service, rate design, resource planning, wholesale market design, and energy risk management. This work regularly involves the design and audit of utility rates and programs along with supporting testimony, while their wholesale market work includes retail full requirements costing and market design. This work includes assisting in the design of buy-through programs such as the one implemented by Northern Indiana Public Service Company for its large industrial customers. The Concentric team also has a long record of working with utilities in Arizona, including relevant work for EPCOR Water, Arizona Public Service (APS), and Tucson Electric Power. Many of these engagements include reviews and validation of management analyses and proposals.

Costing

- Cost of Service (COS) studies
- COS methodology reviews
- Adjustor lead/lag mechanisms

Retail Pricing

- Traditional and innovative rate design
- Retail portfolio review with respect to industry practice, regulatory criteria, and economic theory
- Transmission service pricing

Wholesale Market Pricing

- Power procurement
- Risk analysis

Concentric represents that they have experience in the areas of revenue requirement, cost-of-service, rate design, public testimony, and public stakeholder engagement. Worked performed for other companies include:

- **Arizona Public Service Co. (APS):** Concentric develop a recommendation regarding alternative means for APS to reduce regulatory lag and sustainably improve its cost recovery through rate design or other rate mechanisms.
- **EPCOR Water USA:** Concentric conducted weather normalization studies, prepared a set of allocated cost of service studies, and designed rates for eleven water districts and various combinations of the districts. Concentric also provided written expert testimony supporting the numerous studies.
- **Arizona Energy Policy Group (AEPG):** Concentric provided AEPG with an unbiased perspective on electric restructuring actions, initiatives, successes, and failures over the past twenty years. The report included lessons learned from other jurisdictions and perspectives on other prevalent restructuring frameworks. The report addressed both wholesale competition and retail access/choice.
- **Northern Indiana Public Service Company (NIPSCO):** Concentric conducted an allocated cost of service study and designed rates in NIPSCO’s rate filing in 2019. In that proceeding, NIPSCO had proposed to restructure their rates for large customers so that certain large high-voltage industrial customers had the option to procure a portion of their energy needs from generation sources not owned by NIPSCO. As a part of that rate restructuring, Concentric calculated the potential cost
shifts to other classes resulting from such an arrangement. Concentric also designed final rates that incorporated the proposed new structure.

- **AES Indiana**: Concentric has been supporting AES Indiana since 2019 in its IRP process. The engagement commenced with an evaluation of the New Generation All Source RFP, leading to modeling support of the NPV scenario, and certificate of public need and convenience testimony in support of the Company’s capacity needs.

- **Good Energy**: Concentric provided rate analysis as part of an overall evaluation of a California Community Choice Aggregation (CCA) program for Cities that were considering joining or forming a CCA in the Southern California Edison service territory. This analysis included determining the cost to serve retail load within the CAISO, including energy, resource adequacy, transmission service, line losses, ancillary services, costs associated with managing load following service, and administrative charges.

**Revenue Requirement**

Concentric has stated that it has revenue requirement experience with the following clients: National Grid, Berkshire Gas Company, Liberty Utilities, Connecticut Natural Gas Corporation, Southern Connecticut Gas Company, and Emera Maine.

**Cost of Service and Rate Design**


**Project Team**

**Michael Kagan, Senior Vice President (Responsible Officer)**

- Mr. Kagan has more than 28 years of experience in energy sector management roles and consulting to utilities, independent power producers, large energy users and retail energy suppliers. His recent investor-owned and municipal utility consulting includes engagements addressing commercial strategy, long term supply planning, evaluation of on-site generation economics and electric vehicle and storage program design.

- Mr. Kagan’s management experience includes fourteen years of leadership experience at Constellation Energy in a variety of positions including President of Constellation NewEnergy, which is the largest U.S. competitive retail energy supplier of electricity and natural gas. During his tenure at Constellation, Mr. Kagan was responsible for various corporate functions including supply & trading, product development, structuring, and sales.

- Prior to NewEnergy, Mr. Kagan held positions at PG&E, the utility consulting firm of Barakat & Chamberlin, and the Environmental Defense Fund. In these various roles, his work included corporate risk management, utility ratemaking, and power system modeling. Mr. Kagan has also taught graduate-level coursework at the George Washington School of Business.

- Mr. Kagan earned an M.A. in economics from the University of California, Santa Barbara where he completed his Ph.D. course requirements with concentrations in industrial organization and
natural resource economics. He earned an undergraduate degree in economics and business from Skidmore College.

Patrick Goschke, CFA (Project Manager)
- Mr. Goschke joined Concentric in November 2022 as a Project Manager with well-rounded experience throughout the energy industry. His areas of expertise include financial modeling, gas operations, data analysis and regulatory support.
- Prior to joining Concentric Energy Advisors, Mr. Goschke worked for a mid-sized gas utility in the Southwest where he served as a company expert on Cost-of-Service modeling, strategic forecasting, and rate development while regularly supporting testimony and regulatory filings. Mr. Goschke also has experience in risk management, hedging and procurement. He is a strategic thinker with a passion for the energy industry.
- Mr. Goschke has a M.S. in Finance from American University in addition to a B.S. in Business Administration and B.A. in International Studies from American University. Mr. Goschke is a CFA Charterholder.

Daniel S. Dane, Executive Vice President (Subject Matter Expert)
- Mr. Dane has 20 years of experience in the energy, utility, and financial services industries providing advisory services to electric, gas, and water utilities, power generators, and natural gas pipelines in the areas of regulation and ratemaking, litigation support, mergers and acquisitions, valuation, financial statement audits and analysis, and the examination of financial reporting systems and controls. Mr. Dane has also provided expert testimony on regulated ratemaking matters and merger approval applications for investor- and provincially owned utilities, including on cost of capital, merger impacts, revenue requirements, lead-lag studies/cash working capital, regulatory lag, and rate base development. In addition, Mr. Dane’s work on valuation and litigation matters often involves the estimation of the cost of capital from the market’s perspective.
- Mr. Dane also serves as the Financial and Operations Principal of CE Capital Advisors, a FINRA-Member firm and a subsidiary of Concentric.
- Mr. Dane has an MBA from Boston College in Chestnut Hill, Massachusetts, and a BA in Economics from Colgate University in Hamilton, New York. Mr. Dane is a certified public accountant, and is a licensed securities professional (Series 7, 28, 63, 79, and 99).

Ruben Moreno, Vice President (Subject Matter Expert)
- Mr. Moreno has been helping large consumers or producers of energy optimize expenditures, revenues, and investments for the past 24+ years. As an expert witness, Mr. Moreno assist clients in civil and administrative proceedings in matters of energy procurement, risk management and energy dispatch. He is a specialist in risk management, quantitative methods, and statistical analysis. He has advised on the exposures of a US$10 billion portfolio and has broad experience in management consulting for industrials and teaching. His experience includes a broad range of fuels (oil, natural gas, coal, wind, solar and hydro), differing generating technologies and extensive transactional experience supporting clients design and implement energy procurement practices to identify how much to purchase, when and why. He is a recognized expert in hedging and risk management of energy commodities. Most recently, Mr. Moreno has been assisting numerous utilities with expert witness services in cost prudence, procurement, and risk management. This includes proceedings in Minnesota, Texas, Nova Scotia, Oklahoma, and Colorado.
Mr. Moreno has accreditation in the Leadership Acceleration Program from University of Notre Dame, MS, Economics from University of Texas, MBA, Finance, and BA, Business from ITESM (Mexico).

Gregg Therrien, Vice President (Subject Matter Expert)

Mr. Therrien provides regulatory strategy and financial rate case expertise to regulated and unregulated entities in the natural gas, electric, and water industries. Since joining Concentric in 2016, Mr. Therrien has performed a multitude of consulting engagements including expert testimony on the subjects of allocated cost of service, rate design, rate consolidation, alternative rate plans, decoupling, revenue requirements, and natural gas infrastructure replacement programs. Other engagements include merger and acquisition due diligence, electric power plant retirement analysis (including securitization), billing system and rate mechanism audits, natural gas storage rate analysis, solar/renewable project evaluation, line extension policies, power procurement advisory services, interstate pipeline rate settlement assistance and tariff writing and administration.

Prior to entering consulting Mr. Therrien held previous leadership level positions at Connecticut Natural Gas Corporation and its affiliated companies for over 19 years. He formerly served as Director, Gas Construction at Connecticut Natural Gas and The Southern Connecticut Gas Company and Director, Regulatory & Tariffs at UIL Holdings, Inc.

Mr. Therrien holds an M.B.A. from the University of Connecticut, a B.S. in Finance from Bryant University, and is certified Project Management Professional (PMP).

Bickey Rimal, Assistant Vice President (Subject Matter Expert)

Mr. Rimal has over 13 years of progressive experience in the energy and environmental sector. Mr. Rimal has contributed to projects involving revenue requirement, cost of service, rate design, expert testimony preparation, energy market assessments, and utility performance benchmarking. His work often involves financial modeling, statistical analysis, and regulatory research. Mr. Rimal has provided expert testimony on cost allocation issues on multiple occasions. Mr. Rimal has extensively used Concentric’s Excel-based macro-driven Allocated Class Cost-of-Service (“ACCOS”) model for various electric, gas, and water utility clients. He has modified and updated the model as needed to suit the specific needs of the clients.

Mr. Rimal previously worked at ICF International, a global energy and environmental consulting firm, for three years. At ICF, Mr. Rimal was extensively involved in projects dealing with policy design and implementation, economic impact analysis, regulatory evaluation, and environmental risk assessment.

Mr. Rimal has a master’s in international public affairs with a focus on Energy Policy from the University of Wisconsin in Madison.

Experience Engaging with Media/Public

The team members have presented testimony, presented, or published papers and participated in various industry or regulatory forums.
PA CONSULTING GROUP INC. – RFP RESPONSE SUMMARY

Company Core Experience

PA Consulting Group, Inc. (PA) asserts that it is a leading global strategy, innovation, and technology consulting firm established more than 75 years ago with over 3,500 consultants operating across the globe with a focus on energy and utilities, consumer and manufacturing, health and life sciences, financial services, transport, defense and securities, and government and public services sectors. PA has over 120 energy market and utility advisors in the U.S. who focus on policy and regulation, emerging energy technology, market fundamentals, and market structure uncertainty in the natural gas, power, clean energy, and water sectors. PA states that they bring deep energy industry expertise, with a focus on energy policy, regulation of markets and utilities, wholesale market structures and fundamentals, utility strategy, and utility operations.

Relative to this project, PA states that it has significant expertise in ratemaking, generation modeling, transmission open access tariffs, engagement in public processes, cost of service, and efficient pricing. PA states that they have significant experience providing independent advice to a diverse set of interests including regulators, utilities, trade groups, and municipalities. PA provided numerous examples supporting their experience and qualifications including:

Cost Analyses and Program Advisory Support

- Pacific Gas & Electric: PA has been an Independent Evaluator for PG&E since 2016. PA has evaluated renewable contract renegotiations and Resource Adequacy solicitations for PG&E
- Long Island Power Authority: PA developed a screening tool for evaluation the impacts of clean energy policies on the costs and benefits of different resource mixes in New York State

Revenue Recovery, Cost Allocation and Rate Design Support

- APS aggregation tariff, Arizona 2021: Ms. Nieto was lead senior advisor in the team that supported APS during a public stakeholder process of the design of the Aggregator Tariffs for Demand Side Resources, including distributed solar, energy storage, and demand response technologies
- Xcel Energy (Minnesota): Ms. Nieto provided on-going support to Xcel Energy in MN, leading a distribution and customer marginal cost analysis for the utility’s rate case filings. The study results guided the minimum fixed charge that allows recovery of the marginal costs of connection to the grid, meter and service costs, consistent with the Company’s decoupling efforts
- Eversource Energy (Massachusetts): Ms. Nieto designed a proposal for a TOU Electric Vehicle rate design and an enhanced TOU whole-house EV rate design and alternative EV rate design for DC fast charging stations. Conducted a distribution marginal cost analysis and filed testimony as expert witness as part of the utility’s 2020-21 Distribution Rate Case

PA’s Expert Witness Support before Jurisdictional Authorities

- North Dakota Public Service Commission: PA has been retained by the NDPSC on multiple engagements
- Large Industrial Customer (Colorado): Mr. Reger sponsored testimony before the Colorado Public Utilities Commission on behalf of a large industrial customer intervening in an electric
utility’s fuel cost recovery case. Mr. Reger advocated for a cost causation basis for fuel cost recovery stemming from the extraordinary fuel cost circumstances associated with Winter Storm Uri in early 2021

Project Team

Amparo Nieto (Project Lead): Associate Partner, rate design & marginal cost modeling expert

- Energy economist with over 25 years of advisory and testifying experience on behalf of utilities before state public commissions
- Extensively supported utilities in review of marginal cost analysis, demand response and design of cost-reflective energy rates, allocation of costs to customer classes, and efficient design of rates
- Recently advised a utility in Minnesota in the design of special rates for very large general service customers, using marginal cost information and ensuring that customers would contribute to a share of the recovery of fixed costs
- Designed improvements to standby service rates for customers with solar generation
- Key advisor to the California Public Utilities Commission as part of the state-wide proceeding to replace Net Energy Metering (NEM) for TOU rates and avoided cost-based compensation of rooftop solar and battery storage
- Reviewed SRP’s marginal cost of service study and provided recommendations for improvement in approaches. Reviewed SRP’s proposed Residential Customer Generation Price Plan (E-27) and authored an expert report with opinion on the soundness of the proposal. Presented the opinion before SRP’s Board of Directors during the price process
- Masters and BA in Economics from the Institute of Fiscal Studies and University of Carlos III of Madrid, Spain

Jim Heidell (Team Advisor): Associate Partner, utility finance and load forecast expert

- Specializes in natural gas and electricity utility regulation, renewable energy technologies, and financial analysis of complex investments
- Assists clients with due diligence associated with acquisition of natural gas and electric utilities and utility infrastructure
- Extensive financial and energy market modeling experience coupled with a deep understanding of regulated and competitive markets that can be applied to the valuation of energy assets
- Has prepared and submitted testimony in both regulatory proceedings and civil contract damages cases
- Regulatory experience includes resource planning, rate design, cost of service, and merger conditions
- Also specializes in strategic analysis and evaluation of opportunities associated with renewable/alternative energy technologies
- Is a CFA, MBA (finance) from University of Washington, a MS in Engineering Economics from Stanford, and a BSE in civil engineering from Tufts University
Wayne Lafferty (Team Advisor): Managing Consultant, Distributed Energy Resource (DER) Rates
- Utility regulatory and strategy expert with broad experience developing, evaluating, and implementing innovated rate, regulatory and operational programs
- Much of his work helps utilities operate effectively and efficiently and provide superior customer service while complying with regulatory requirements and recovering costs in a balanced manner considering changing economic, regulatory, operational, and financial policies and conditions
- Recent work includes facilitating the Lower Colorado River Authority strategic planning process, designing new rate structures for LADWP, advising JPM on its acquisition of El Paso Electric and PGGM on its investment in Suez Water Resources, and helping LADWP improve its customer experience by directing customers to the most efficient desired contact channel

Andrew Reger (Team Advisor): Managing Consultant, DER Rates
- Experienced in cost of service, rate design strategy, retail rate forecasting, electric load forecasting, and power supply planning
- Experienced in evaluating and analyzing the market impacts of emerging technologies such as localized thermal and/or renewable generation, electric vehicles, and energy storage, including detailed hourly/sub-hourly operating profiles and associated impacts of such technologies on customer load shapes
- Experience with project valuation, market prioritization, and business case development for go-to-market strategies around customer-sited distributed generation and energy storage
- Frequently contributes to industry conferences, webinars, and white papers on issues of distributed energy resources, power supply planning, and strategic electric rate design as a resource for policy implementation
- BA from University of Colorado and an MBA from the University of Denver with concentrations in Finance and Renewable Energy

Dr. Natalie Accardo (Project Manager): Principal Consultant, Rates Expert
- Focuses on the juncture of advanced data analytics in support of electric and gas utility efforts, load forecasting, and policy initiatives across the U.S.
- Has broad project experience spanning short-term to long-term load forecasting, retail rate design/cost of service (including renewable/DER rate efforts), and expert witness support for electric utility rate cases and associated filings across the U.S.
- Is passionate about leveraging leading-edge data analytics to provide understandable, transparent, and defensible solutions for clients’ needs
- MS and PhD. from Columbia University in the City of New York

Dr. Venkat Krishnan (Analyst): Principal Consultant, Power System Modeling Expert
- Expert in power system modeling, power flow and stability assessments such as voltage stability, reactive power planning, inertia, and frequency stability
- Expertise in generation scheduling and production cost modeling, dispatching energy storage, and long-term generation and transmission capacity expansion planning
- Was a senior engineer at the National Renewable Energy Laboratory (NREL) where he was a principal investigator and technical lead for several U.S. Department of Energy projects on
quantifying the impacts and benefits of integrating higher shares of variable renewable
generation and developing solutions for grid flexibility and resilience
• Holds M.S and PhD. Degrees in electrical engineering from Iowa State University and has authored
more than 75 articles in several high impact journals and peer-reviewed conferences
• An IEEE senior member

Lauren Rothermisch (Analyst): Consultant, Regulatory and Policy Research
• Works at the intersection of policy, markets, and the electric grid
• Passionate about helping clients navigate the challenges of transitioning to a lower carbon
economy, as well as assisting clients think through complex problems
• Experience includes running financial and economic models, regulatory analysis and support,
rates and revenue requirement analysis, and power market advisory
• Has extensive auditing and report writing experience
• B.S. in Environmental Science and an MBA

Experience Engaging with Media/Public

The project team has extensive experience presenting public testimony in regulatory proceedings and
working with stakeholder groups with diverse interests. Two members of the team, Ms. Nieto and Dr.
Krishnan, have published numerous articles and white papers on various topics relevant to the electric
and gas utility industries.
Economic Outlook
District and Association Board Meeting
Alan Maguire and Paul Bachman | March 6, 2023
Economic Outlook
Current & Coming Conditions

• Overview of Pandemic / Lockdowns & Reopening
• Inflation – Levels and Causes
• Consumer Confidence
• US Economy
  • Employment
  • Forecast
  • Construction Outlook
• Arizona Outlook
• Regional Outlook
• Pertinent Observations
Economic Outlook
Current & Coming Conditions

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Economic Outlook
Total US Employment 2020 – 2022

Peak to Trough to Now

Over Two and a Half Years
To Re-Fill EXISTING Jobs

Source: Bureau of Labor Statistics, TMC
Economic Outlook

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Economic Outlook

US Inflation

February 14 Report (Y/Y)

<table>
<thead>
<tr>
<th>Category</th>
<th>January 2022</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Months through January 2022</td>
<td>6.4%</td>
<td>7.5%</td>
</tr>
<tr>
<td>Gasoline</td>
<td>1.5%</td>
<td>40.0%</td>
</tr>
<tr>
<td>Utility Gas (NG)</td>
<td>26.7%</td>
<td>23.9%</td>
</tr>
<tr>
<td>Fuel Oil</td>
<td>27.7%</td>
<td>46.5%</td>
</tr>
<tr>
<td>Food at Home</td>
<td>10.1%</td>
<td>7.4%</td>
</tr>
<tr>
<td>Meat, Poultry, Fish, Eggs</td>
<td>8.1%</td>
<td>12.2%</td>
</tr>
<tr>
<td>Used Cars</td>
<td>-11.6%</td>
<td>40.5%</td>
</tr>
</tbody>
</table>

INFLATION IS HERE -- STILL!
Economic Outlook

US Inflation
January 12 Report (Y/Y)

- Gasoline: Policy
- Utility Gas (NG): Policy
- Fuel Oil: Policy
- Food at Home: Commodities / Policy
- Meat, Poultry, Fish, Eggs: Commodities / Policy
- Used Cars: Broken Supply Chain

INFLATION IS HERE -- STILL!
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Economic Outlook
US Consumer Confidence
January 2023

• Overall 107.1
  DOWN from 109.0 in December

• Present Situation 150.9
  UP from 147.4 in December

• Expectations 77.8
  DOWN from 83.4 in December

Source: The Conference Board
Economic Outlook
US Consumer Confidence
January 2023

• **Present Situation**
  
  - Business Conditions: 20.2% “Good”  19.2% “Bad”
  - Jobs: 48.2% “Plentiful”  11.3% “Hard to Get”

• **Expectations (6 months ahead)**
  
  - Business Conditions: 18.6% “Improve”  21.6% “Worsen”
  - Jobs: 17.9% “More Available”  20.1% “Fewer”
  - Income: 17.2% “Increase”  13.4% “Decrease”

Source: The Conference Board
Economic Outlook

US Consumer Confidence

December 2022

Source: The Conference Board
Economic Outlook
US Consumer Confidence
December 2022

Note: Collapse in “Expectations” in 2021 - 22

Source: The Conference Board
Economic Outlook
US Consumer Confidence
December 2022

Present Situation and Expectations Index

Index, 1985 = 100

Note: “Expectations” exceed “Present” in Recovery in 2009 - 10

Source: The Conference Board
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Economic Outlook

US Employment

January 2023

- **Nonfarm Payroll**  UP  517,000 (Unempl. Rate 3.4%)
- **Total Private Sector**  UP  443,000
- **Manufacturing**  UP  19,000
- **Construction**  UP  25,000
- **Leisure & Hospitality**  UP  128,000

*US Economy still Building Employment!*

Source: Bureau of Labor Statistics, TMC
Economic Outlook

US Outlook

- Atlanta Federal Reserve – GDPNow Model – Q1 2023 +0.7% Real Growth
  - *First look at 2023*
- Federal Reserve’s Policy: CONTINUE RATE INCREASES until Inflation Slows
- US Households Still in Good Condition
- Mortgage Defaults Still Low
- Employers still have “For Hire” signs up

US Economy still “Surprising Resilient”
Economic Outlook

US Outlook

- Consumers Increasingly Wary of Recession / Possibly Job Losses
  - Accumulated Savings being Drawn Down
  - Impact of Inflation on Household Spending – Food & Gas
- Federal Reserve Resilience is Critical
  - MUST Raise and SUSTAIN Higher Rates
  - Risks of Balance Sheet Reductions
- Recession Risk Continues – “The Receding Recession”
- International Drag on Global Economic Activity
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Economic Outlook

Arizona Employment
2020 – 2022

Only ONE YEAR
To Re-Fill EXISTING Jobs

Source: Bureau of Labor Statistics, TMC

3/06/2023 District and Association Board A. Maguire
Economic Outlook

Arizona Outlook

- Job Growth in Arizona Slowing by Historical Standards
  - Recent Years (skip 2020) – 3 to 4%
  - Near Term – 2023 & 2024 – 1.5 to 2.5%
  - 2022 -- # 20 Nationally (Traditionally Top 5%)
- Still Younger Population – More 25 to 35 than 55 to 65 Year Olds
- Population Growth Slows before / during Recession
- Housing Affordability has Changed – Advantage to Disadvantage

AZ Economy is still Resilient!
# Economic Outlook

**Blue Chip Economic Forecast  Arizona**  
January Update

<table>
<thead>
<tr>
<th></th>
<th>2023</th>
<th>Direction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Income</td>
<td>4.4%</td>
<td>⬇️</td>
</tr>
<tr>
<td>Retail Sales</td>
<td>4.0%</td>
<td>⬆️</td>
</tr>
<tr>
<td>Wage &amp; Salary Employ.</td>
<td>2.2%</td>
<td>⬇️</td>
</tr>
<tr>
<td>Population Growth</td>
<td>1.5%</td>
<td></td>
</tr>
<tr>
<td>Single Family Permits</td>
<td>-5.7</td>
<td>⬇️</td>
</tr>
</tbody>
</table>

*Returning to Normal Trends*
Economic Outlook
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Economic Outlook
Regional Outlook

- Maricopa strongest Region in Arizona
  - Strongest In-Migration
  - Best Workforce Overall
  - But, Housing Affordability Challenge
- Population Growth Slows before / during Recession
- Strengthening Competition from Texas, Florida

AZ Economy is still Resilient!
## Economic Outlook

### Blue Chip Economic Forecast  Metro Phoenix

<table>
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<tr>
<td></td>
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<td>• <strong>Personal Income</strong></td>
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<tr>
<td>• <strong>Retail Sales</strong></td>
<td>4.8%</td>
</tr>
<tr>
<td>• <strong>Wage &amp; Salary Employ.</strong></td>
<td>3.0%</td>
</tr>
<tr>
<td>• <strong>Population Growth</strong></td>
<td>2.2%</td>
</tr>
<tr>
<td>• <strong>Manufacturing Employment</strong></td>
<td>3.0%</td>
</tr>
</tbody>
</table>
Economic Outlook
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Economic Outlook

Pertinent Observations

The Bad News

- Extreme (Excessive) Federal Stimulus is Running Off
- Inflation Looks to be Here to Stay
  - Much is (Bad) Policy Driven – Excess Regulation + Spending
- Federal Reserve was Behind the Curve
  - Powell has been Persistent – Expect More Hikes AND Higher Continuing Rates!
- Recession Expectations Keep Receding – ’22 then ‘23 … ‘24??

STOP SPENDING FEDERAL MONEY!!!
Economic Outlook

Pertinent Observations

The Good News

- Extremely Strong Coming into Pandemic
- Job Creation Continues – January Report: 517,000
- Job Openings Still Very Strong By Historical Standards
- Potential Federal Government Gridlock – YEA!!!
- Fed Chair Powell Seems Determined – Hopefully!

BUT, RISK SEEMS TO BE LESSENING! Maybe!!
Economic Outlook

Pertinent Observations
Fed Funds Rate 1970 -- Present

Normal!
Not Normal!
Economic Outlook

Pertinent Observations

30 Year Fixed Rate Mortgage 1970 -- Present

Normal!

Not Normal!
Economic Outlook

Pertinent Observations

Takeaways

- Calendar 2023: First Half will remain Strong
- Calendar 2023: Second Half **May** Weaken

*Recession is NOT Certain – Nor is Depth or Length!*

- Europe and Asia Still Drag on US Economy
- Continuing Strong Job Market – But Slowing (???)
- But, Labor – Quantity & Quality will Remain Long-Term Challenge
Economic Outlook

Pertinent Observations

Takeaways

• US Business is Resilient and Expanding

• Arizona Remains A Leading State for Business and Quality of Life

  *Recession is NOT Certain – Arizona Likely Better Off than US*

• Arizona / Metro Phoenix Enjoys Vibrant Economic Opportunity

• But, Labor – **Quantity** & Quality will Remain Long-Term Challenge

• Better Here than US Generally, Better US than Anywhere Else!
Economic Outlook & SRP

Possible Recession or Slowcession...
• Recession, low existing mortgage rates slow population & residential growth
• Full economic development pipeline will support/stabilize commercial and industrial growth in the short-term

Disinflation (easing Inflation)
• Less pressure on SRP’s costs and supply chains, but labor/service costs remain high
• Better for our customers and communities
• Housing shortage is easing but remains a longer-term challenge
Economic Outlook & SRP

Interest rates = higher for longer
- SRP Bond rates
  - Portfolio transition
  - Refinancing of bonds
- SRP’s Credit rating & tax-exempt status keep our rates low!!!

Phoenix economy is “strongest in Arizona”
- Diversified economy, no longer housing and construction
- CHIPS Act, IRA spending supports growth
- The SRP service territory will weather a downturn/slowdown better than others
Economic Outlook
Current & Coming Conditions

Alan E. Maguire
March 2023
thank you!
Current Events
Mike Hummel
Power System Update

John Coggins
February Operations Summary

- Customer peak demand: 4333MW
  - Occurred on February 16 with 39-degree temperature
  - 92 MW higher than forecast
- Overall, power system assets performed well
- Maintenance outage season continues
Southwest Power Pool – Markets + Phase 1
Initial Participants
Southwest Power Pool – Markets + Phase 1
Initial Participants Resource Mix

Source: EIA

- 48% Hydro
- 21% Natural Gas
- 14% Nuclear
- 7% Coal
- 4% Wind
- 3% Solar
- 3% Other
East Valley Horse Mesa Dam Valve Monument

• Originally installed in 1927.
• Units 1, 2, 3 Turbine Shut Off Valves (TSV) were no longer repairable.
• The power house was built around the valves with no provision for replacement.
• On June 16th, 2020, Units 1, 2, 3 were returned to service for summer run.

44,000 pounds
84 inches in diameter
The Future of Solar + Energy Storage at SRP

December 2025
3373 MW
Total IBR

June 2023
1429 MW
Total IBR

MW of Inverter Based Resources (IBR)

0 500 1,000 1,500 2,000 2,500 3,000 3,500 4,000

FY22 FY23 FY24 FY25 FY26

Storage
Solar + Storage
Bulk Solar
Distribution Solar

3/6/2023 Board Meeting, J. Coggins
## Operational Readiness

<table>
<thead>
<tr>
<th>Fully Leverage New Resource Capabilities</th>
<th>Economic Dispatch with Solar + Storage</th>
<th>Risk Adjusted Reserve Requirements</th>
<th>Advanced Forecasting Tools</th>
<th>Software &amp; Situational Awareness</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Enable visibility and physical dispatch (Bolster Testing)&lt;sup&gt;1&lt;/sup&gt;</td>
<td>4 Establish IBR dispatch governance&lt;sup&gt;1&lt;/sup&gt;</td>
<td>5 Develop and implement flex reserves capacity&lt;sup&gt;1&lt;/sup&gt;</td>
<td>6 Advanced solar forecasting tools&lt;sup&gt;1&lt;/sup&gt;</td>
<td>8 IBR data, communications and displays&lt;sup&gt;1&lt;/sup&gt;</td>
</tr>
<tr>
<td>2 Add dispatch flexibility to IBR PPAs&lt;sup&gt;1&lt;/sup&gt;</td>
<td>13 PCI/Aurora economic dispatch improvements&lt;sup&gt;2&lt;/sup&gt;</td>
<td>15 System variability analysis&lt;sup&gt;2&lt;/sup&gt;</td>
<td>7 Solar forecast integration&lt;sup&gt;1&lt;/sup&gt;</td>
<td>9 Intra-hour solar variability&lt;sup&gt;1&lt;/sup&gt;</td>
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<tr>
<td>3 IBR value stream analysis&lt;sup&gt;1&lt;/sup&gt;</td>
<td>14 Fleet ramping capability analysis&lt;sup&gt;2&lt;/sup&gt;</td>
<td>16 CAISO load forecasting improvements&lt;sup&gt;3&lt;/sup&gt;</td>
<td></td>
<td>17 Control room IBR video wall&lt;sup&gt;2&lt;/sup&gt;</td>
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<tr>
<td>10 TGO renewables desk evaluation&lt;sup&gt;3&lt;/sup&gt;</td>
<td></td>
<td></td>
<td>18 System power quality &amp; inertia monitoring&lt;sup&gt;3&lt;/sup&gt;</td>
<td></td>
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<tr>
<td>11 TGO/DOC software &amp; dispatch coordination&lt;sup&gt;3&lt;/sup&gt;</td>
<td></td>
<td></td>
<td>19 EIM process and tools improvement&lt;sup&gt;3&lt;/sup&gt;</td>
<td></td>
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<tr>
<td>12 Inverter technical standards &amp; integration &amp; relay settings&lt;sup&gt;2&lt;/sup&gt;</td>
<td></td>
<td></td>
<td>20 Software infrastructure improvements&lt;sup&gt;2&lt;/sup&gt;</td>
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</tbody>
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Financial Update

Aidan McSheffrey
Combined Net Revenues

January YTD Variance is $66.6

$247.0

$180.4
## January Financial Summary

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Revenues</td>
<td>$284.8</td>
<td>$214.2</td>
<td>$70.6</td>
<td>133%</td>
</tr>
<tr>
<td>Combined Expenses</td>
<td>$393.1</td>
<td>$274.2</td>
<td>$118.9</td>
<td>143%</td>
</tr>
<tr>
<td>Comb Net Revs (Loss)</td>
<td>($108.3)</td>
<td>($60.0)</td>
<td>($48.3)</td>
<td>180%</td>
</tr>
<tr>
<td>Funds Available</td>
<td>($46.5)</td>
<td>($17.6)</td>
<td>($28.9)</td>
<td>265%</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>$110.7</td>
<td>$128.5</td>
<td>($17.8)</td>
<td>86%</td>
</tr>
</tbody>
</table>
Fuel and Purchased Power Adjustment Mechanism
YTD Through January 2023

$100 M

$0 M

$-100 M

$-200 M

$-300 M

$-400 M

$-500 M


- Actual
- Planned
- Projected (New Rate, Forego $124M)
FY22 Preliminary Retail Energy Sales (GWh)

Sales estimate for February 2023 is 1,952 GWh or 1.0% below budget. Year-end variance is projected to be 0.5% above budget.
February Wholesale Summary

Primary Drivers:

- Month-end cold snap in Western U.S. drove higher regional demand
- SRP had excess capacity to sell at higher than budgeted wholesale margins
FPPAM Collection Balance

FP24 FPPAM: 17.4%
Board Approved: 4.7%
Proposed FPPAM: 12.7%

3/6/2023 Board Meeting, A. McSheffrey
SRP and APS Average Price

Cents per kWh

- SRP Current: 10.51
- APS Prior: 12.52
- APS PSA 3/1/23: 13.67
- SRP 11/1/23: 10.98

Source: SRP: Dept. of Energy EIA-826 Reports for 12 months ending October 31, 2022
APS: Dept. of Energy EIA-826 Reports for 12 months ending November 30, 2022
SRP and APS Fuel and Purchased Power Adjustor Activity

<table>
<thead>
<tr>
<th></th>
<th>Cents per kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>APS PSA Increase 3/1/23</td>
<td>1.15</td>
</tr>
<tr>
<td>SRP 11/1/23 FPPAM Increase</td>
<td>0.47</td>
</tr>
</tbody>
</table>
Water Resources

Leslie Meyers
thank you!
## Operating Environment
### January 2023

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elec Customers – Jan 2023</td>
<td>1,135,586</td>
<td>1,132,053</td>
<td>3,533</td>
<td>100%</td>
</tr>
<tr>
<td>Elec Customers - April 2022</td>
<td>1,112,684</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elec Customers – Jan 2022</td>
<td>1,114,391</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Sales GWH</td>
<td>2,238.4</td>
<td>2,185.6</td>
<td>52.8</td>
<td>102%</td>
</tr>
<tr>
<td>Wholesale Sales GWH</td>
<td>487.3</td>
<td>348.9</td>
<td>138.4</td>
<td>140%</td>
</tr>
<tr>
<td>Total A.F. Water Delivered</td>
<td>21,170</td>
<td>31,000</td>
<td>(9,830)</td>
<td>68%</td>
</tr>
</tbody>
</table>

(Non-GAAP, Unaudited)

## Financial Summary
### January 2023

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Revenues</td>
<td>$284.8</td>
<td>$214.2</td>
<td>$70.6</td>
<td>133%</td>
</tr>
<tr>
<td>Combined Expenses</td>
<td>$393.1</td>
<td>$274.2</td>
<td>$118.9</td>
<td>143%</td>
</tr>
<tr>
<td>Comb Net Revs (Loss)</td>
<td>($108.3)</td>
<td>($60.0)</td>
<td>($48.3)</td>
<td>180%</td>
</tr>
<tr>
<td>Funds Available</td>
<td>($46.5)</td>
<td>($17.6)</td>
<td>($28.9)</td>
<td>265%</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>$110.7</td>
<td>$128.5</td>
<td>($17.8)</td>
<td>86%</td>
</tr>
</tbody>
</table>

(Non-GAAP, Unaudited)
Debt Ratio
January 2023

Note: Prior Years and Budget are Fiscal Year-End Ratios
(Non-GAAP, Unaudited)

Debt Service Coverage Ratio
January 2023

Note: Debt Service Coverage Ratio on Total Debt
(Non-GAAP, Unaudited)
Cumulative Watershed Precipitation:
Fall-Winter-Spring (WY 2023)

12.69" (161% of normal)
Reservoir Inflows – February runoff response

February Reservoir Inflow:

• February Runoff was 175,000 AF (244% of median)

• Salt River observed significant runoff up to a peak near 12,500 cfs. Tonto Creek observed increases up to 7,000 cfs.

• Verde River increased up to 3,000 cfs in February.

• Total SRP reservoir inflow for January 1 - February 28 is well above median at about 523,000 AF (358% of median).
Cragin Watershed - Jones Crossing Flowtography

December 11, 2022
Jones Crossing Flowtography Staff gage

March 2, 2023
Snow completed covering staff gage
Verde Watershed Snowpack – February 28, 2023

"Weather chaos' brings enough snow to fill Verde River reservoirs, ease drought conditions

Arizona Republic Article published March 1, 2023, following SRP Snow Survey to Happy Jack SNOTEL 49” depth, 13.3 SWE

A snowpack to remember is piling up in the Arizona high country (azcentral.com)
Watershed Snowpack – March 2, 2023

Highest Verde snowpack (SWE) in last 30 years

Colorado Basin River Forecast Center
Verde River Group

Colorado Basin River Forecast Center
Salt River Group

Median 1991-2020  2023  2022  2010

3/6/2023, Board Meeting, T. Skarupa
March 1 Streamflow Forecast

*For Jan 1 – May 31, 2023*

- Salt - 651,000 AF
- Tonto – 144,000 AF
- Verde - 405,000 AF

Total ~ 1,200,000 AF (265% of median)

Last year actual – 217,000 AF

Reservoir Projections:

- Roosevelt – 100% by May
- Verde System -100% by Mid-March with potential spill up to 100,000 AF

Water Year 2023 Streamflow Forecast

Salt + Tonto + Verde Inflow

WY 2023 vs WY 2022 (and median)
Planned Reservoir Releases – March 2023

March 2, 2023 @00:01
Started no charge, Reservoir Release
Granite Reef increased release up to 500 cfs due to Verde Reservoir spill in preparation for snowmelt exceeding capacity of Verde storage

Over the next week
Bartlett Dam releases (and spill at Granite Reef Dam) will gradually increase up to 3,500 cfs as warming begins snowmelt (potential up to 7,000 cfs if snowmelt runoff is higher than projected)

March Outlook
Weather Forecast still uncertain but favorable for above normal precipitation in 8-14 days. Warm storms with existing snowpack could result in higher releases.

March 2, 2023
Granite Reef Release ~500 cfs
SRP Reservoir System Status

March 2, 2023

**Current Storage:**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salt</td>
<td>1,718,700 AF</td>
<td></td>
</tr>
<tr>
<td>Verde</td>
<td>228,704 AF</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>1,947,404 AF</td>
<td></td>
</tr>
</tbody>
</table>
Central Arizona Reservoir Status

March 2, 2023

Total SRP Storage: 1,947,404 af (85%)
Total Central Arizona Storage: 2,902,216 af (72%)
February 2023

Surface Runoff

- Actual
- 30-Yr Median
- Planned

Pumping

- WSRV
- ESRV

Acre-Ft

3/6/2023, Board Meeting, T. Skarupa
Year to Date 2023

*PROP total 2023 Groundwater will be reduced in March to minimum pumping with reduced GSF

3/6/2023, Board Meeting, T. Skarupa
Colorado River System
Reservoir Status

Total System Contents – 32% or 18.936 MAF
(Total system contents last year 36% or 21.453 MAF)

March 2, 2023
Colorado River Basin Snowpack (SWE) – March 2, 2023

CBRFC
Unregulated Inflow into Lake Powell Forecast (April – July)

7,500,000 AF (117% of average)
7-day Precipitation Forecast

8-14 Day Precipitation Outlook

Valid: March 10 - 16, 2023
Issued: March 2, 2023
thank you!