

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOARD OF COMMISSIONERS OF THE COUNTY OF CARBON, WYOMING,
THE CITY OF RAWLINS, WYOMING, THE TOWN OF ELK MOUNTAIN,
WYOMING, THE TOWN OF ENCAMPMENT, WYOMING, THE TOWN OF HANNA,
WYOMING, THE TOWN OF MEDICINE BOW, WYOMING, THE TOWN OF
RIVERSIDE, WYOMING, THE TOWN OF SARATOGA, WYOMING, THE TOWN OF
SINCLAIR, WYOMING, THE BOARD OF COMMISSIONERS OF THE COUNTY OF
SWEETWATER, WYOMING, AND THE TOWN OF WAMSUTTER, WYOMING, FOR
IMPACT ASSISTANCE FUNDS**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this _____ day of October 2026 by and between the following and hereinafter collectively referred to as "Party" or "Parties":

- Board of Commissioners of the County of Carbon, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as "Carbon County") whose address is P.O. Box 6, Rawlins, Wyoming 82301; and
- the City of Rawlins, a Wyoming municipal corporation, (hereinafter referred to as "Rawlins") whose address is PO Box 953, Rawlins, Wyoming 82301; and
- the Town of Elk Mountain, a Wyoming municipal corporation, (hereinafter referred to as "Elk Mountain") whose address is PO Box 17, Elk Mountain, Wyoming 82324; and
- the Town of Encampment, a Wyoming municipal corporation, (hereinafter referred to as "Encampment") whose address is PO Box 5, Encampment, Wyoming 82325; and
- the Town of Hanna, a Wyoming municipal corporation, (hereinafter referred to as "Hanna") whose address is PO Box 99, Hanna, Wyoming 82327; and
- the Town of Medicine Bow, a Wyoming municipal corporation, (hereinafter referred to as "Medicine Bow") whose address is PO Box 156, Medicine Bow, Wyoming 82329; and
- the Town of Riverside, a Wyoming municipal corporation, (hereinafter referred to as "Riverside") whose address is PO Box 657, Riverside, Wyoming 82325; and
- the Town of Saratoga, a Wyoming municipal corporation, (hereinafter referred to as "Saratoga") whose address is PO Box 486, Saratoga, Wyoming, 82331; and
- the Town of Sinclair, a Wyoming municipal corporation, (hereinafter referred to as "Sinclair") whose address is PO Box 247, Sinclair, Wyoming 82334; and
- Board of Commissioners of the County of Sweetwater, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as "Sweetwater County") whose address is 80 W. Flaming Gorge Way, Suite 150, Green River, WY 82935; and

- the Town of Wamsutter, a Wyoming municipal corporation, (hereinafter referred to as “Wamsutter”) whose address is 231 McCormick St. Wamsutter, Wyoming 82336; and

WHEREAS, on September 22, 2026, Seminoe Power Company, LLC submitted to the Wyoming Department of Environment Quality, Industrial Siting a Section 109 Permit Application pursuant to W.S. § 35-12-109 for the Miller Generating Station Project (hereinafter referred to as “Project”).

WHEREAS, the purpose of the Project is to construct an industrial natural gas fire electric power generation facility located on private land southeast of Rawlins, in unincorporated Carbon County, Wyoming. The Project location is in close proximity to major interstate natural gas pipelines and electric transmission systems and to the Transwest Express (TWE) Project Greenville Substation where the Project will connect to the regional power grid. The Miller Generating Station was designed to generate approximately 2,000 megawatts of power, and to complement existing energy development in the area to supply power to meet regional needs. The Project will be situated on approximately 251.4 acres of private land. The parcel is located on the northern edge of the Pine Grove/Bolten Grazing Allotment (Allotment). The Allotment encompasses approximately 277,369 acres within Wyoming’s “checkerboard,” which contains alternating sections of private and Bureau of Land Management (BLM) administered lands. The Project will be accessed using existing roads, including Carbon County 407 and North Road. Construction is anticipated to begin in third quarter of 2027. Seminoe Power Company, LLC expects the Miller Generating Station to begin commercial operation of the simple-cycle turbines in 20231; followed by operation of the combined-cycle power blocks between 2031 and 2033. Full operation is anticipated to occur by 2033. The estimated peak workforce is 914 workers, between August and September during year four of construction, and an average of 492 workers on-site over a 70-month construction period.

WHEREAS, Wyoming industrial development information and siting rules and regulations define the phrase “area or local government primarily affected by the proposed industrial facility” as “any defined geographical area in which the construction or operation of the industrial facility may significantly affect the environment, population, level of economic well-being, level of social services, or may threaten the health, safety or welfare of present or expected inhabitants” and the definition includes “any such county, incorporated municipality, school district, or combination thereof formed under Wyoming Joint Powers Act,” Chapter 1, Section 2(b), Wyoming Department of Environmental Quality, Administrative Rules and Regulations.

WHEREAS, Seminoe Power Company, LLC’s application recommended that the local governments considered primarily affected by the proposed project include the “Parties” to this MOU.

WHEREAS, the Parties are the governing bodies of the local governments which will be primarily affected by the proposed facility.

WHEREAS, the Parties desire to enter an agreement to determine the amounts and schedule for payment distribution of impact assistance funds for the Project.

Now, therefore, in consideration of the Recitals, the terms and conditions hereinafter contained, and for such other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Parties agree as follows:

1. **Duration of MOU.** This MOU shall be in full force and effect for the period commencing this 13th day of October 2026, and shall remain in effect until the Project is terminated.

2. **Purpose.** The purpose of this MOU is to provide the Industrial Siting Council pursuant to W.S. § 39-15-111(c) and (d) and W.S. § 39-16-111 (d) and (e) an amount and schedule for distribution of impact assistance funds as agreed by the Parties.

3. **Amount & Schedule for Distribution of Impact Assistance Funds.**

3.01. The Parties agree to the amount and schedule for distribution of impact assistance funds as outlined in Exhibit A which is attached hereto and incorporated herein. The Parties' funding requests contemplate that the Project is likely to occur during the same period to other permitted Industrial Projects; therefore, any Parties' already receiving impact assistance funding for other projects adjusted their requests for this accordingly to prevent duplication.

3.02. Should a Party request that a distribution be adjusted, revised or modified, the Party shall first seek approval of all Parties prior to submittal to the Industrial Siting Council for their request for any modification of amount or distribution of impact assistance funds. The Parties shall take into consideration the factors as outlined in the Industrial Siting Rules as to whether the social and economic impacts have changed and establish a new distribution if necessary. The Parties may enter into an MOU with another Party to adjust, revise or modify a Party's amount of distribution of impact assistance funds; however, such MOU shall be forwarded to the Industrial Siting Council for review and approval.

4. **General Provisions.**

4.1. **Amendments.** Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

4.2. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the 2nd Judicial District of the State of Wyoming, Carbon County, Wyoming.

4.3. **Entirety of MOU.** This MOU, consisting of sixteen (16) pages plus one (1) additional page incorporated herein as Attachment A, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

4.4. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any Party may renegotiate the terms affected by the severance.

4.5. **Governmental Immunity.** The Parties and their respective governing bodies do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses available under W.S. § 1-39-104(a) and all other immunities provided by law with respect to any action based on or occurring as a result of this MOU.

4.6. **Indemnification.** Each Party to this MOU shall assume the risk of liability arising from its own conduct. No Party agrees to insure, defend or indemnify the other Parties.

4.7. **Other Interagency MOUs.** All Parties to this MOU acknowledge that this MOU does not preclude or preempt each of the Parties individually entering into an MOU with one or more Parties to this MOU or outside of this MOU to modify the amount and distribution schedule of impact assistance funds as outlined in 3.02 herein. Such MOU's shall not nullify the force and effect of this MOU.

4.8. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.

4.9. **Waiver.** The waiver or any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

4.10. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

4.11. **Time is of the Essence.** Time is of the essence in all provisions of the MOU.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners has caused this Memorandum of Understanding to be signed and executed in its behalf by its Chairman, and duly attested by its County Clerk.

**BOARD OF COMMISSIONERS OF THE COUNTY OF
CARBON, WYOMING:**

By: _____
R. Travis Moore, Chairman

Date: _____

ATTEST:

By: _____
Lisa M. Smith
Carbon County Clerk

IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk.

CITY OF RAWLINS, WYOMING:

By: _____
Jacuelin R. Wells, Mayor and President of the
City Council

Date: _____

ATTEST:

By: _____
Lynn Shearer, City Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

TOWN OF ELK MOUNTAIN, WYOMING:

By: _____
Morgan Irene, Mayor and President of the
Town Council

Date: _____

ATTEST:

By: _____
Angie Hobbs, Town Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF ENCAMPMENT, WYOMING:

By: _____
Shannon Fagan Mayor and President of the
Town Council

Date: _____

ATTEST:

By: _____
Doreen Harbery, Town Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

TOWN OF HANNA, WYOMING:

By: _____
Charlie George, Mayor and President of the
Town Council

Date; _____

ATTEST:

By: _____
Ann Calvert, Town Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

TOWN OF MEDICINE BOW, WYOMING:

By: _____
Justin George, Mayor and President of the
Town Council

Date: _____

ATTEST:

By: _____
Karen Heath, Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF RIVERSIDE, WYOMING:

By: _____
Leroy Stephenson, Mayor and President of the
Town Council

Date: _____

ATTEST:

By: _____
Jan Cook, Town Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

TOWN OF SARATOGA, WYOMING:

By: _____
Chuck Davis, Mayor and President of the
Town Council

Date: _____

ATTEST:

By: _____
Jenn Anderson, Town Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

TOWN OF SINCLAIR, WYOMING:

By: _____
Cullen Meeks, Mayor and President of the
Town Council

Date: _____

ATTEST:

By: _____
Becky Slater, Town Clerk

IN WITNESS WHEREOF, the Board of County Commissioners has caused this Memorandum of Understanding to be signed and executed in its behalf by its Chairman, and duly attested by its County Clerk.

**BOARD OF COMMISSIONERS OF THE COUNTY OF
SWEETWATER, WYOMING:**

By: _____
Keaton D. West, Chairman

Date: _____

ATTEST:

By: _____
Cindy Swenson, County Clerk

IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk.

TOWN OF WAMSUTTER, WYOMING:

By: _____
Larry Roney, Mayor and President of the
City Council

Date: _____

ATTEST:

By: _____
_____, Town Clerk

SAMPLE Attachment "A"

Exhibit "A"

Two Rivers and Lucky Star Wind Energy Project

to the Memorandum Of Understanding Between The Board Of Commissioners Of The County Of Carbon, Wyoming, The Town Of Saratoga, Wyoming, The Town Of Sinclear, Wyoming, The Town Of Hanna, Wyoming, The Town Of Medicine Bow, Wyoming, The City Of Rawlins, Wyoming, The Board Of Commissioners Of The County Of Albany, Wyoming, The Town Of Rock River, Wyoming and the City of Laramie, Wyoming For Impact Assistance Funds

	Amount	Percent of Total	Timing of Payments	Need
Carbon County	\$ 1,813,640.00	18.65%	Up Front Payments to Deal With Anticipated Impacts	Roads, Emergency Services, General Government Operations \$ 200,000 for Ambulance for South Central WY Emergency Medical Service \$14,950 for district monitoring for the Medicine Bow Conservation District
Elk Mountain	\$ 120,000.00	1.23%		Public Works & Public Safety
Hanna	\$ 433,000.00	4.45%		Streets, Water
Medicine Bow	\$ 3,582,000.00	36.83%		Streets, Emergency Equipment, General Government Operations, Water \$232,000 for Medical Equipment, Healthcare Continuing Education for Medicine Bow Rural Healthcare District
Saratoga	\$ 449,588.00	4.62%		Law Enforcement, Emergency Response, Recreational Services
Sinclear	\$ -	0.00%		No Request Being Made
Rawlins	\$ 192,766.00	1.98%		General Government Operations
Carbon Total	\$ 6,590,994.00	67.78%		

Albany County	\$855,600.00	8.80%	Up Front Payments to Deal With Anticipated Impacts	Emergency Services, Roads, General Government Operations
Laramie	\$662,883.00	6.82%		Emergency Services, Emergency Communications, Law Enforcement & Streets
Rock River	\$1,615,000.00	16.61%		Water, Sewer, Roads, Emergency Services, Social Services, Equipment, General Government Operations
Albany Total	\$3,133,483.00	32.22%		
Grand Total	\$ 9,724,477.00	100.00%		