

SEVEN COUNTY INFRASTRUCTURE COALITION
AGENDA AMENDED

February 9, 2018 at 10:00 a.m.

1385 S. State Street, Salt Lake City, Utah 84115

(435) 636-3214

- | | |
|---|----------------------------|
| 1. Welcome/Pledge | Phil Lyman |
| 2. Minutes | Phil Lyman |
| 3. Public Comment (limit 3 minutes) | Phil Lyman |
| 4. Finance Director Report and approval of expenses | Seth Oveson |
| 5. Introduction of Municipal Advisor | Eric Johnson/Zions |
| 6. Public Hearing on CIB rail funding application \$30Million | Eric Johnson |
| 7. Resolution on CIB rail funding application | Eric Johnson |
| 8. Presentation on Green River Natural Gas | Mike McKee/McCandless |
| 9. Resolution to support Green River Natural Gas | Mike McKee |
| 10. Presentation by Utah Thorium | Eric Johnson/Edouard Saget |
| 11. Resolution creating Thorium subcommittee | Mike McKee |
| 12. Resolution approving RFQ on pre-feasibility level
alignment and cost estimate, revenue, regulatory | Mike McKee |
| 13. Resolution approving RFQ on waxy crude consultant | Mike McKee |
| 14. Resolution approving agreement with Uintah Advantage | Mike McKee |
| 15. Closed (executive) session pursuant to §52-4-205
(potential real estate acquisition, trade secret related to procurement, personnel
competency) | Eric Johnson |
| 16. Executive Director Report | Mike McKee |
| a. Potential projects | |
| i. Oil Pipeline | |
| ii. Lube Oil Refinery Utilities | |
| iii. Other Utilities | |
| iv. SR-88 to I-70 | |
| v. Rail | |
| vi. Broadband | |
| vii. Trails | |
| viii. Update on Thorium Energy (resolution approving NDA with Alpha Tech) | |
| b. Other | |
| 17. Monthly Infrastructure Report/Study Update | Jones and DeMille |
| 18. Motion to adjourn | Phil Lyman |

*In accordance with the Americans with Disabilities Act, the Coalition will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting Carbon County Administrative Offices at (435) 636-3214 at least 48 hours in advance of the meeting to be held.

*The order of agenda items may change to accommodate the needs of the Coalition Board, the staff, and the public.
*This meeting may be held electronically via telephone to permit one or more of the Coalition Board members to participate

Entity: Seven County Infrastructure Coalition

Body: Governing Board

Subject: Public Works

Notice Title: Amended Agenda

Meeting Location: 1385 S. State Street

Salt Lake City 84115

Event Date & Time: February 9, 2018

February 9, 2018 10:00 AM

Description/Agenda: SEVEN COUNTY INFRASTRUCTURE COALITION

AGENDA AMENDED

February 9, 2018 at 10:00 a.m.

1385 S. State Street, Salt Lake City, Utah 84115

(435) 636-3214

1. Welcome/Pledge

Phil Lyman

2. Minutes

Phil Lyman

3. Public Comment (limit 3 minutes)

Phil Lyman

4. Finance Director Report and approval of expenses Seth Oveson

5. Introduction of Municipal Advisor

Eric Johnson/Zions

6. Public Hearing on CIB rail funding application \$30Million Eric Johnson

7. Resolution on CIB rail funding

application Eric Johnson

8. Presentation on Green River Natural

Gas Mike McKee/McCandless

9. Resolution to support Green River

Natural Gas Mike McKee

10. Presentation by Utah Thorium

Eric Johnson/Edouard Saget

11. Resolution creating Thorium

subcommittee Mike McKee

12. Resolution approving RFQ on prefeasibility level Mike McKee
alignment and cost estimate, revenue, regulatory
13. Resolution approving RFQ on waxy crude consultant Mike McKee
14. Resolution approving agreement with Uintah Advantage Mike McKee
15. Closed (executive) session pursuant to §52-4-205 Eric Johnson
(potential real estate acquisition, trade secret related to procurement, personnel competency)
16. Executive Director Report Mike McKee
 - a. Potential projects
 - i. Oil Pipeline
 - ii. Lube Oil Refinery Utilities
 - iii. Other Utilities
 - iv. SR-88 to I-70
 - v. Rail
 - vi. Broadband
 - vii. Trails
 - viii. Update on Thorium Energy (resolution approving NDA with Alpha Tech)
 - b. Other
17. Monthly Infrastructure Report/Study Update Jones and DeMille
18. Motion to adjourn Phil Lyman

*In accordance with the Americans with Disabilities Act, the Coalition will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting Carbon County Administrative Offices at (435) 636-3214 at least 48 hours in advance of the meeting to be held.

*The order of agenda items may change to accommodate the needs of the Coalition Board, the staff, and the public

*This meeting may be held electronically via telephone to permit one or more of the Coalition Board members to participate

Notice of Special Accommodations: In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Lori Perez at 435-636-3228.

Notice of Electronic or telephone participation:

Contact Lori Perez at 435-636-3228.

Other information:

Contact Information: Lori Perez

(435)636-3 228

Lori.Perez@ucarbon.utah.gov

Posted on: February 07, 2018 02:32 PM

Last edited on: February 07, 2018 02:32 PM

Printed from Utah's Public Notice Website (<http://pmn.utah.gov/>)



SEVEN COUNTY INFRASTRUCTURE COALITION
MEETING MINUTES

January 12, 2018 at 10:00 a.m.

751 E. 100 N., Price, Utah

(435) 738-1144

Present: Phil Lyman, Jae Potter, Jack Lytle, Ken Burdick, Brad Horrocks, Lynn Sitterud.

Also in attendance - Mike McKee, Brian Barton, Seth Oveson, Eric Johnson.

Absent: None.

Attended telephonically: None.

1. Welcome/Pledge of Allegiance (Jae Potter)
All Present
2. Meeting Minutes of December 2017 meeting (Jae Potter)

Motion to approve by Commissioner Horrocks, seconded by Commissioner Burdick.
Unanimously approved 7-0.

3. Public Comment (Jae Potter)

No Comment

4. Finance Director Report and approval of Expenses (Seth Oveson)

The following invoices were presented for approval.

San Juan Record	\$229.60
UBS Media	\$1,675.50
Richfield Reaper	\$765.00
Sun Advocate	\$1,146.00
Emery County Progress	\$780.00
Hatch, James and Dodge	\$1,830.00
Utah Counties Indemnity Pool	\$6,383.00
ETJ Law Inc.	\$114,525.71
Executive Director Reimbursement	\$130.38
Marc Eckels	\$9,282.84
Civco Engineering	\$44,828.77
Carbon County	\$60.00

Change in CIB personnel projects but other than I-70 project everything is up to date.

Motion to approve by Commissioner Lytle, seconded by Commissioner Burdick.

Unanimously approved 7-0

5. Resolution approving amendment to UCIP Contract (Seth Oveson)

Motion to approve by Commissioner Horrocks, seconded by Commissioner May.

Unanimously approved 7-0

6. Selection of new Finance Director (Mike Mckee)

Seth Oveson fee - \$1,250 per month. Jeremy Redd fee - \$2,166 per month. Seth Oveson was selected to continue as the Finance Director/Treasurer.

Motion to approve by Commissioner Horrocks, seconded by Commissioner Lytle.

Unanimously approved 7-0

7. Selection of Municipal Advisor (Mike Mckee)

There were four respondents, Blue Rose Capital, which is a national advisor. In state respondents were Zions Public Finance, Lewis Young Robertson & Burningham, and EFG, Inc headed by Cody Deeter. Mike Mckee recommended Lewis Young (LYRB). Commissioner Horrocks said he has had good experiences with Zions only but would follow other's recommendations. Commissioner May also has experience with Zions only. Commissioner Lyman - EFG has been good and others cost much more. Mr. Johnson said this selection is not exclusive and the Coalition may use other advisors moving forward, in addition to the advisor selected today. Commissioner Potter said that Carbon County has had experiences with Lewis Young and always good and responsive. Seth Oveson indicated that Zions cannot purchase bonds and also be the Municipal Advisor. Lyman asked about reputation of in-state respondents. Mr. Johnson responded that Zions and Lewis Young are both highly regarded. Zions was selected as Municipal Advisor.

Motion to approve by Commissioner Burdick, seconded by Commissioner May.
Unanimously approved 7-0

8. Ratification of Trails Study selection (Mike Mckee)

Three teams responded, Sunrise/Civco, and Horrocks from Utah, and DHM Design from Colorado. Mr. McKee said that all respondents were outstanding but that the Sunrise/Civco team was the unanimous choice of the selection committee, which consisted of Mr. McKee, Commissioner Horrocks and Commissioner Lytle.

Motion to approve selection of Sunrise/Civco Engineering by Commissioner Lyman, seconded by Commissioner Horrocks. Unanimously approved 7-0

9. Report on Daggett County & San Juan County Broadband (UEN)

Jeff Egly with UEN reported on Daggett County Broadband - Really encountered challenges at FCC. Thanks to the Coalition and Mike McKee for their work at the Utah delegation in Washington D.C. UEN filed an appeal of the original FCC denial. Between Christmas and New Year's UEN received word that the Daggett project was approved. Approximately 70 miles of Broadband, including Dutch John and Manila will be involved. Letter of gratitude from Dr. Ray Timothy of UEN was presented.

San Juan Broadband - First Phase goes to Montezuma Creek at Emery Telcom. Second Phase to Navajo Mountain. Gathering match dollars. Working with key partners. Commissioner Lytle thanked UEN for their efforts.

McKee - We visited with CIB staff about funding for San Juan project.

10. Public Hearing on CIB rail funding application (Eric Johnson)

McKee and Johnson presented a power point overview of the limited transportation in the Uinta Basin and its impact on oil prices for waxy crude, resulting in more than \$500 million in lost taxes and royalties over the last decade alone. This loss compared the posted prices for Uinta waxy crude to the posted prices for West Texas Intermediate crude. The loss to oil producers in Utah exceeded \$3Billion. The Coalition has considered an oil pipeline as a solution. However, Mr. McKee has meet with the largest oil producers in the Uinta Basin and also Ute Indian Tribe representatives and they all expressed interest in rail as a superior transportation solution. After the presentation, the public hearing was opened at 11:29 a.m.

Motion to enter Public Hearing by Commissioner Lytle, seconded by Commissioner Lyman. Unanimously approved 7-0

No comments from public.

Motion to exit Public Hearing at 11:30 a.m. by Commissioner Lytle, seconded by Commissioner Lyman. Unanimously approved 7-0

11. Resolution on CIB Rail funding application (Eric Johnson)

Mr. Johnson reported that a rail regulatory attorney in Washington DC indicated that it would take three to five years to obtain regulatory approval for rail. Three years is an aggressive schedule. Potter asked if this project is on the regular capital improvement list. McKee answered yes. Potter asked about the impact on oil pipeline.

Marc Eckels: We have learned that the time horizon for rail is shorter than expected and that oil operators are more interested in rail. Also, other products like hay cubes can be shipped. Rail has more flexible capacity than oil pipeline. Upgrader or Specialty Oil Refinery will be added value to oil if constructed. Cushing, Oklahoma can take Uintah crude without capacity constraint. Lytle asked if there is capacity elsewhere. Eckels answered yes. He also said that the Specialty Oil Refinery needs rail. May - if a

company can make rail viable the benefit to everything else is huge. Craig, Colorado as a rail access point could be huge for Gilsonite which has great opportunities. Lytle asked whether Moffat is getting DOLA money like our CIB? Moffat has committed \$25,000 and is seeking DOLA money to match.

Motion to approve CIB application for \$10,000,000 for rail by Commissioner Lytle, seconded by Commissioner Lyman. Unanimously approved 7-0

12. Closed (executive) Session pursuant to §52-4-205 (Eric Johnson)

No closed session.

13. Executive Director Report (Mike McKee)

Potential Projects: Report Eastern Utah Regional Road Connection presentation in Moab with BLM. CIVCO team was very well prepared and turned out outstanding. Community responsive and was encouraging.

There have been meetings with Tribe representatives and industry leaders which are encouraging. Potter - Question on Thorium. McKee - Southern Nuclear hasn't provided as much as hoped. May wants Thorium to stay on the list. Johnson - Alpha Tech and Utah Thorium have both approached the Coalition. Utah Thorium may be ready to present to Coalition to in February.

Broadband: Lytle - on Broadband in San Juan and wants Coalition to proceed helping in San Juan.

14. Monthly Infrastructure Report/Study Update (Jones & DeMille)

Pipeline summary is being prepared. Ridge road being evaluated. McKee mentioned it to CIB staff. Hunter power plant remains a possible project but no significant work this past month.

15. CIB Contract amendment approval (Mike McKee)

Motion to approve extension of contract with CIB on \$5,000,000 grant by Commissioner Lyman, seconded by Commissioner Horrocks. Unanimously approved 7-0

16. Motion to adjourn (Jae Potter)

Motion to adjourn by Commissioner Lyman. Meeting closed by acclimation.

Motion to approve meeting minutes by Commissioner _____, seconded by Commissioner _____.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

(COALITION SEAL)

ATTEST:

Eric Johnson



SEVEN COUNTY INFRASTRUCTURE COALITION

Financials

February 9, 2017 at 10:00 a.m.

1385 S. State Street, Salt Lake City, Utah 84115

(435) 636-3214

Vendor	Invoice Number	Amount	Description
ETJ Law Inc	1301	\$2,250.00	Legal I-70 Extension
ETJ Law Inc	1300	\$812.50	Legal Pipeline Project
ETJ Law Inc	1295	\$750.00	Legal I-70 Extension
ETJ Law Inc	1294	\$4,875.00	Legal Pipeline Project
ETJ Law Inc	1293	\$18,670.00	Legal not project specific
ETJ Law Inc	1299	\$18,875.00	Legal not project specific
Jones & Demille Eng	0117620	\$1,111.20	Transportation Corridor mgmt.
Jones & Demille Eng	0117619	\$2,555.30	Pipeline Project
Jones & Demille Eng	0117618	\$1,821.10	Leland Bench Utilities
Jones & Demille Eng	0117617	\$18,699.74	Category 8 planning
Jones & Demille Eng	0117482	\$180.00	Transportation Corridor mgmt.
Jones & Demille Eng	0117483	\$54,825.77	Upgrader Utility project
Jones & Demille Eng	0117484	\$23,028.51	Category 8 planning
Jones & Demille Eng	0117485	\$2,983.00	Pipeline Project
Jones & Demille Eng	0117486	\$6,667.50	Sevier County documentation & planning
CIVCO Engineering Inc	2018104	\$90,266.34	I-70 Transportation Corridor Engineering
San Juan Record	153541	\$21.00	Coalition meeting schedule notice
KNJ Consulting	1802	\$2,076.07	Pipeline Consultant
Mike Mckee	Jan 2018	\$309.21	Travel Reimbursement – Director
ETJ Law Inc	1331	\$8,812.50	Legal not project specific
ETJ Law Inc	1330	\$4,125.00	Legal Pipeline Project
ETJ Law Inc	1329	\$21,576.96	Legal Rail-Uinta
Marc T. Eckels	SCIC 2-6-2018	\$7,692.84	Pipeline Consultant

Motion to approve expenses by Commissioner _____, seconded by Commissioner _____.

SEE NEXT PAGE FOR SIGNATURES

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

ATTEST:

Eric Johnson

(COALITION SEAL)

RESOLUTION NO. 2018-02A
SEVEN COUNTY INFRASTRUCTURE COALITION

February 9, 2018

RESOLUTION TO MAKE APPLICATION TO THE UTAH PERMANENT
COMMUNITY IMPACT FUND BOARD FOR \$30,000,000 FUNDING FOR
PRE-CONSTRUCTION COSTS FOR RAIL TO SERVE THE UINTA BASIN,
AND RELATED MATTERS.

WHEREAS, in January 2018 the Coalition Board approved a resolution to make application for \$10,000,000 in funding to the Community Impact Board for pre-construction costs for rail into the Uinta Basin; and

WHEREAS, in anticipation of a declaration of legislative intent from the Utah Legislature for the Community Impact Board to fund a full \$30,000,000 in pre-construction costs for the rail the Coalition called a second public hearing on the larger amount; and

WHEREAS, the Governing Board of the Coalition desires to make application to the Utah Permanent Community Impact Fund Board to prepare for pre-construction expenses for this potential rail:

NOW THEREFORE, it is hereby resolved by the Governing Board of the Seven County Infrastructure Coalition as follows:

IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to approve and ratify making application to the Utah Permanent Community Impact Fund Board for a grant in the amount of up to \$30,000,000 for preconstruction costs for 2018 for a rail line for the Uinta Basin connecting to the national rail system in Colorado, and related matters.

Motion to approve by _____, seconded by _____

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

ATTEST:

(COALITION SEAL)

Eric Johnson

RESOLUTION NO. 2018-02E
SEVEN COUNTY INFRASTRUCTURE COALITION

February 9, 2018

RESOLUTION APPROVING A LETTER OF SUPPORT FOR THE GREEN RIVER NATUARL GAS PROJECT, AND RELATED MATTERS.

WHEREAS, the City of Green River has studied options to bring natural gas to its community; and

WHEREAS, the Coalition supports the efforts of the City of Green River and is willing to support a natural gas project:

NOW THEREFORE, it is hereby resolved by the Governing Board of the Seven County Infrastructure Coalition as follows:

IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to approve a letter of support for the natural gas project contemplated by the City of Green River, and related matters.

Motion to approve by _____, seconded by _____

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

(COALITION SEAL)

ATTEST:

Eric Johnson

RESOLUTION NO. 2018-02B
SEVEN COUNTY INFRASTRUCTURE COALITION

February 9, 2018

RESOLUTION APPOINTING A SUB-COMMITTEE TO CONSIDER THORIUM ENERGY OPPORTUNITIES FOR THE COALITION, AND RELATED MATTERS.

WHEREAS, the Coalition has received input from no less than four companies regarding the potential for thorium energy; and

WHEREAS, the potential and prospects for thorium energy are considerable, including job creation suited for rural communities; and

WHEREAS, the Governing Board of the Coalition desires to further evaluate and explore the possibility of investing in thorium energy or otherwise determining how to attract thorium energy technology to rural Utah:

NOW THEREFORE, it is hereby resolved by the Governing Board of the Seven County Infrastructure Coalition as follows:

IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to appoint a sub-committee consisting of Commissioner Ken May, Executive Director Mike McKee, and Commissioner Phil Lyman to explore and evaluate that opportunities for the Coalition to attract thorium energy technology to rural Utah, and related matters.

Motion to approve by _____, seconded by _____

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

(COALITION SEAL)

ATTEST:

Eric Johnson

RESOLUTION NO. 2018-02C
SEVEN COUNTY INFRASTRUCTURE COALITION
February 9, 2018

RESOLUTION APPROVING REQUESTS FOR QUALIFICATIONS FOR RAIL ALIGNMENT, REVENUE, AND REGULATORY, AND RELATED MATTERS.

WHEREAS, the Coalition continues to examine the potential for connecting the Uinta Basin to the national rail network; and

WHEREAS, preliminary studies indicate that rail may be financially viable, however, not at a level sufficient to attract private investment; and

WHEREAS, the Governing Board of the Coalition desires to further evaluate and explore the possibilities of the best rail route to connect the Uinta Basin to the national rail network somewhere in Colorado, including examining the most likely alignment, revenue and costs estimates, and regulatory actions needed by requesting qualifications:

NOW THEREFORE, it is hereby resolved by the Governing Board of the Seven County Infrastructure Coalition as follows:

IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to approve the publication of a request for qualifications related to rail in three main areas, 1) alignment, 2) revenue and cost, and 3) regulation. A draft of the proposed RFQs was presented to the Board as an example for approval, and related matters.

Motion to approve by _____, seconded by _____

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

(COALITION SEAL)

ATTEST:

Eric Johnson

SEVEN COUNTY INFRASTRUCTURE COALITION

REQUEST FOR QUALIFICATIONS

**Rail Pre-feasibility-level alignment, revenue and cost
forecast, and regulatory draft**

Deadline April 5, 2018, 3:00 p.m. Mountain Time

TABLE OF CONTENTS

Title Sheet	1
Table of Contents.....	2
Introduction	3
Scope of Work.....	3
Period of Performance.....	4
Proposal Format / Selection Teams / Evaluation Criteria.....	5
SOQ Information	5
Proposal Deadline	5
Point of Delivery – Email Submittal	5
Pages / Numbering	6
Page Definition.....	6
Management Responsibility / Selection Process.....	6
Disclosure and Disposition.....	6
Fee Negotiations	6
Agreement	7

Insurance Requirements	7
Notification	7
Attachment A - Guidelines for Preparing Request for Proposal.....	8
Introduction	8
Introductory Letter	8
Project Team / Qualification.....	9
Project Experience	9
Project Understanding & Approach.....	9
Attachment B – General Scope of Work for Phase 2.....	11

**SEVEN COUNTY INFRASTRUCTURE COALITION
REQUEST FOR QUALIFICATIONS FOR RAIL**

**(1) Pre-feasibility-level revenue and cost forecast,
and/or**

**(2) Draft plan for regulatory, permitting, and
construction, and/or**

**(3) Pre-feasibility-level engineering, alignment, and cost
estimate**

Deadline April 5, 2018 3:00 p.m. Mountain Time

Introduction:

The Seven County Infrastructure Coalition (the “Coalition”) has issued this Request for Qualifications (“RFQ”) requesting Statements of Qualifications (“SOQ”) from professional individuals and consulting firms to assist the Coalition in preparing three pre-feasibility-level studies or drafts for a proposed rail to connect the Uinta Basin in Utah to the national rail network in Colorado. The Coalition will contract with a technically proficient consultant. The Coalition may select one consultant for all three studies, or it may select a different consultant for each study, or a combination.

The Seven County Infrastructure Coalition is an independent political subdivision of the State of Utah organized by Carbon, Daggett, Duchesne, Emery, San Juan, Sevier, and Uintah counties. The

Coalition proposes to permit and construct a rail line from the Roosevelt/Myton area within Duchesne County, Utah to connect to the national rail network in the State of Colorado. Previously, various studies have evaluated as many as 26 distinct rail routes. The Coalition desires to more fully evaluate the three most promising routes extending into Colorado that have been previously studied.

Scope of Studies/Drafts

- (1) The revenue forecast would evaluate potential shippers and rail carriers including oil and/or mineral producers in the Uinta Basin and Union Pacific and Burlington Northern Santa Fe rail carriers and interview the same, develop a forecast for oil and mineral production in the Uinta Basin with rail connecting to the national rail system as opposed to production without rail as an additional transportation alternative, develop a better understanding of global oil and mineral production and cost trends that would materially influence Uinta Basin oil and mineral production that could be economically transported by rail. Evaluate the economic impact of alternate routes for rail to connect from the Roosevelt/Myton area in the Uinta Basin to the national rail system. Establish cost estimates to transport oil, minerals and other products via rail to markets both inside and outside of Utah.
- (2) The draft plan for regulatory, permitting, and construction is to consist of a plan for the proposed rail line's regulatory, permitting, engineering, and construction, including alternative routes. This plan would include cost estimate for taking rail from the Uinta Basin to connect to the national rail system from concept through to commissioning, including "soft costs" such as legal, design, and advisory fees.
- (3) The Pre-feasibility-level engineering, alignment, and cost estimate is to evaluate three routes to reach the national rail network from the Roosevelt/Myton area in Duchesne County, Utah. The intended routes should either connect to the existing Union Pacific rail line in the Craig/Axial Colorado areas or to the existing rail lines at or near Rifle, Colorado. The study should include terrain mapping to reduce uncertainty regarding earthwork quantities, verify private, federal, state, and tribal land interests that would be impacted, evaluate crossings, including water and roads, preliminary evaluation of environmental impact including wetlands, and reduce contingency or uncertainty in construction cost estimates.

The Coalition will select the consultant(s) for each of the three studies or drafts. It is anticipated that if the studies demonstrate that a rail line may be economically feasible and environmentally responsible that additional studies/research, such as an EA/EIS, etc. may be desirable, as may be determined by the Coalition in its sole, unfettered discretion.

Period of Performance:

The Period of Performance is not to extend past July 9, 2018. It is anticipated that the Notice of Award will be made on April 13, 2018, that a draft will be presented to the Coalition by July 1, 2018, and that following review of the draft by the Coalition and expected requests for revisions and clarifications that the final study/draft will be completed by August 10, 2018. While it is conceivable that issues raised during the study/draft process could affect the Period of Performance, the Coalition will grant any extensions of time for performance only for the most extraordinary circumstances.

Proposal Format / Selection Team / Evaluation Criteria:

The contents of the SOQ shall be complete in description and concise in volume. The SOQ should describe your firm's capabilities and experience in the areas identified above. Supplementary visual aids and other extraneous materials will not be accepted.

SOQs shall be in electronic format and shall not exceed 20 pages in length excluding index sheets/section dividers, cover letter, table of contents, and any required attachments. Submittals should be formatted to 8.5" x 11" pages, single-spaced or space and a half in a font size no smaller than 11.

The material presented in the SOQ is expected to clearly reflect qualifications that demonstrate the firm's knowledge and experience in respective study areas for rail projects, with particular emphasis on rail projects for transporting oil and mineral products. Neither proposals nor scopes of work are expected or desired as part of this submission. However, a clearly defined and easy to follow project approach to preparing each study is expected, along with a demonstrated

understanding of any unique project issues to be addressed in the preparation of each study for which a firm submits.

A selection committee (which may consist of all or a portion of the Coalition’s governing board and its executive director) will review and score each SOQ using the following scoring criteria.

Project Team / Qualifications	20 Points
Project Experience	20 Points
Project Understanding & Approach	30 Points
Cost	30 Points

The Coalition **may** develop a short list of firms for interviews, which (if necessary) will be conducted by the Coalition Selection Committee. Firms selected for interviews will be notified in advance of the time, format, and location of the interviews. It is anticipated that interviews, if any, would be conducted either by telecommunications or if in person, then in-person interviews would be conducted on August 10, 2018 at the Carbon County Administration Building at 751 E. 100 N. in Price, Utah beginning as early as 10:00 a.m.. **The Coalition reserves the right to reject all proposals.**

If, for any reason, the Coalition and highest ranking firm are unable to agree upon final cost, the Coalition will then move to the next highest ranking firm following the same process until a firm is selected.

Proposal Deadline and Delivery – Email Submittal:

Statement of Qualifications shall be **delivered** and/or **received** before 3:00 p.m. (Mountain Standard Time) on Friday, April 5, 2018. Deliver all electronic SOQs to: Mike McKee, Executive

Director at: mmckee@7county.utah.gov and to Eric Johnson at eric@bcjlaw.net Please enter the following in the subject line: "Rail Study Revenue", and/or "Rail Study Regulatory", and/or "Rail Study Alignment" depending on which of the three studies or all three are included in the response. Only electronic SOQs will be accepted.

Pages / Numbering:

Number pages sequentially at the **bottom right corner** of each page. There is a twenty (20) page **limit** (excluding index sheets/section dividers, cover letter, table of contents, and any required attachments) for the SOQ. SOQs exceeding the 20-page limit will be considered non-responsive.

SOQ pages shall be **8.5" X 11"** only. Charts, graphs, and pictures may be submitted in color.

Disclosure and Disposition:

Once submitted the SOQ becomes the property of the Coalition, is treated as a public document, and will be disposed of according to Coalition policies including the right to reject SOQs.

SOQs of all consultants shall be open to public inspection according to Coalition policies. The consultant may request in writing the non-disclosure of trade secrets and other proprietary data so identified. Upon request from the consultant, the Coalition will examine the proposal to determine the request's validity prior to award of the contract. If the Coalition disagrees with the consultant's request, the Coalition will inform the consultant in writing what portion of the SOQ will need to be disclosed. At that time, the consultant will have opportunity to withdraw their SOQ. Otherwise, the data will be disclosed.

Fee Negotiations:

The fees for services will be negotiated following selection of the success firm. It is anticipated that the work would be completed on a unit basis due to the variability in the scope of the NEPA process.

Agreement:

A professional services agreement will be executed with the successful firm.

Insurance Requirements:

For all contracts with the Coalition, the Consultant will be required to provide (as a minimum):

General Liability & Automobile: \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$3,000,000 umbrella policy. **Valuable Papers & Electronic Media:** \$250,000 or value adequate to reproduce media. **Professional Liability:** \$2,000,000.

Notification:

Any questions or requests for information must be submitted in writing to Mike Mckee, Executive Director at: mmckee@7county.utah.gov and Eric Johnson at eric@bcjlaw.net so that addendums and clarifications can be distributed to all submitting parties in an effort to ensure consistency. Any addendums and clarifications should be acknowledged in the SOQ.

ATTACHMENT A

GUIDELINES FOR PREPARING STATEMENT OF QUALIFICATION

FOR

SEVEN COUNTY INFRASTRUCTURE COALITION

Introduction:

These guidelines were developed to standardize the preparation of SOQ by consultants. The purpose for these guidelines is to assure consistency in format and content of SOQs that are prepared by consultants and submitted to the Coalition. The SOQ should contain the following information in the order listed:

Introductory Letter - **No Points**
Project Team / Qualifications - **20 Points**
Project Experience - **20 Points**
Project Understanding & Approach - **30 Points**
Cost – **30 Points**

Note: All submittals must be clear, concise and in the recommended format so the proposals can be evaluated in an efficient and objective manner by the designated Selection Committee. The three (**3**) sections in the SOQs should have section dividers for easy reference (#1 - Project Team / Qualifications, #2 - Project Experience, #3 – Project Understanding & Approach, #4 - Cost).

Introductory Letter - The introductory letter should be addressed to:

Mike McKee, Executive Director

mmckee@7county.utah.gov

via email only

This one-page letter should contain an expression of the consultant's interest in the work, a statement regarding the qualifications of the consultant to do the work, and any summary information on the project team or the consultant that may be useful or informative to the Coalition.

The introductory letter does not count as one of the twenty (20) pages. Begin the SOQ page numbering with the first page in Section #1.

Section 1

Project Team / Qualifications:

The evaluation will consider how well the qualifications and experience of the members of the project team relate to this RFQ.

- ⇒ Provide a general description of the firm including services offered, number of employees, office location, years in business, etc.
- ⇒ Identify consultant and subconsultant key individual qualifications and experience as related to the work discipline.
- ⇒ Indicate rail alignment, rail revenue, and/or rail regulatory work to which the firm is currently committed. Include similar descriptions for each sub-consultant.
- ⇒ Identify firm's strengths.
- ⇒ Provide a brief description of why the Coalition should select your firm for the position.

Section 2

Project Experience:

- ⇒ Provide summaries of experience for past projects by prime consultant and team members (if applicable) that demonstrates experience and ability to undertake and complete a rail alignment study, a rail revenue study, and/or a rail regulatory study within the past 10 years.
- ⇒ List the names of key employees with each project. Do not include projects for which key project personnel are no longer employed by the firm.
- ⇒ Describe your capability to perform the work. Explain internal policies and procedures related to work quality and cost control.
- ⇒ For each qualifying study, include the following information in tabular form: project name, location, client, total contract amount, principal-in-charge, day-to-day technical project manager, key staff, original estimated schedule, and actual schedule of completion, client reference (name, position, and phone number), and brief narrative description of the project/study
- ⇒ Outline major responsibilities and areas of expertise. The overall study/project manager and key staff members (both firm and sub-consultants for the firm) must be identified and resumes provided; more detailed resumes no longer than two (2) pages may be placed as attachments, but only for persons who would be key participants in the study/project work. The study/project manager is considered to be the single most important consultant asset. The consultant study/project manager must have prior experience managing a similar study for rail. The Coalition fully expects the consultant study/project manager identified in the SOQ to maintain responsibility for the project through completion of the study.
- ⇒ Provide an organizational chart and narrative description of the administrative structure proposed for managing this study/project. Identify resources, including management and organization capabilities, currently available for performing the work. Resumes of firm principals are not required unless they are proposed as active, integral members of the study team; however, principals should be listed on the organizational diagram in relation to the study team. This section should also include the location of each firm and key staff members.
- ⇒ In addition, if the submission includes a prime firm and sub-consultants, demonstration of relevant past working experience as a team is desired.

Section 3

Project Understanding & Approach:

- ⇒ Demonstrate a thorough understanding of the applicable study process. Identify the

methodologies and approaches that would be utilized to analyze and resolve alignment issues, revenue projects and transportation costs issues, and regulatory issues. Describe the proposed public scoping and hearing process, work products, detailed project schedule, along with the responsibilities of each of the proposed staff/team members and sub-consultants and their anticipated percentage of each individual's time working on the project.

- ⇒ Include a description of the proposed processes for coordinating with sub-consultants, Coalition personnel, and general public. A description of the team's understanding of any unique issues associated with the preparation of the respective studies should be included.
- ⇒ Describe quality assurance and quality control procedures. Response must demonstrate experience in identifying components and matters that result in a successful rail project.
- ⇒ Provide a proposed project schedule for completion of the work for this project.

The material presented in the SOQ to address the above topics is expected to clearly reflect qualifications that demonstrate the firm's knowledge and experience for bringing a potential rail project to construction analyzing alignment, revenue and cost, and regulatory concerns, as applicable.

Section 4

Cost of Study:

- ⇒ Provide a firm dollar amount proposed to be charged for your services on each study (alignment, revenue and cost, regulatory) for which a proposal is submitted. This amount needs to include costs for input from Coalition personnel and to answer questions from Coalition personal, especially after initial study drafts are presented.

The Coalition reserves the right to reject any and all SOQs.

RESOLUTION NO. 2018-02D

SEVEN COUNTY INFRASTRUCTURE COALITION

February 9, 2018

**RESOLUTION APPROVING REQUEST FOR QUALIFICATIONS FOR A
WAXY CRUDE CONSULTANT, AND RELATED MATTERS.**

WHEREAS, the Coalition has studied the potential for an oil pipeline and other transportation opportunities into and out of the Uinta Basin; and

WHEREAS, the production of waxy crude in the Uinta Basin has grown significantly over the last 20 years and improved transportation would impact the market access and price paid for such waxy crude; and

WHEREAS, Uinta Basin waxy crude oil has a high pour point and other characteristics making it more difficult to transport than light crude oil; and

WHEREAS, the Ute Indian Reservation and Tribe have significant holdings and interest in Uinta Basin waxy crude oil; and

WHEREAS, the Governing Board of the Coalition desires to retain a consultant with experience with Uinta Basin waxy crude who also has strong relationships with the Ute Indian Tribe to advise the Coalition on transportation alternatives and impact on Uinta Basin waxy crude oil:

NOW THEREFORE, it is hereby resolved by the Governing Board of the Seven County Infrastructure Coalition as follows:

IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to approve the publication of a request for qualifications related to a consultant with expertise with Uinta Basin waxy crude oil and experience with the Ute Indian Tribe, and related matters.

Motion to approve by _____, seconded by _____

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___

Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

(COALITION SEAL)

ATTEST:

Eric Johnson

**Seven County Infrastructure Coalition
Request for Qualifications (RFQ)
For Waxy Crude Consultant
deadline March 2, 2018**

Introduction

The Seven County Infrastructure Coalition (“Coalition”) seeks an individual or team to act as a consultant related to the transportation of Uinta Basin waxy crude oil and other products into and out of the Uinta Basin to enable products from the area to reach additional markets in an economically viable manner.

This is a Qualifications/Experience-Based selection process. Qualifications and pertinent experience will be reviewed during RFQ evaluation. After, the selection committee or Executive Director may request in-person interviews or may select the successful candidate based on the written submission alone. The selection committee or Executive Director reserves the right to negotiate contract costs and terms after the selection process is completed and to waive formatting and component requirements. The Coalition may elect to not retain any consultant.

The successful individual/team will assist the Coalition to evaluate the feasibility and viability of transportation options into and out of the Uinta Basin with emphasis on transporting waxy crude oil and determine how the Coalition and its members may use their assets to best benefit the public.

RFQ Deadline

1. Request for Qualifications (RFQ) Due Date is: **March 2, 2018, 3:00pm**
2. Email one electronic PDF file clearly marked "Coalition Waxy Crude Consultant" to:
Seven County Infrastructure Coalition
c/o Mike McKee
mmckee@7county.utah.gov
and to Eric Johnson at
eric@bcjlaw.net
3. **RFQ's will not be accepted after the 3:00pm deadline.**

RFQ Components

A. The Request for Qualifications (max 3 pages) should contain the following components in the order listed:

- Introductory Letter
- Consultant lead qualifications, and pertinent experience
- Consultant team member qualifications, and pertinent experience
- Approach to identify feasibility projects and obtain permits.

B. Questions concerning this RFQ should be addressed to:

Seven County Infrastructure Coalition
c/o Mike McKee
mmckee@7county.utah.gov
and to Eric Johnson at
eric@bcjlaw.net

Scoring

Responses will be scored as follows

- i. Relevant Experience and Qualifications - 30 points
- ii. Approach to feasible projects – 30 points
- iii. Cost – 40 points

SEVEN COUNTY INFRASTRUCTURE COALITION

February 9, 2018

Resolution No. 2018-02F

RESOLUTION AUTHORIZING LETTER OF INTENT WITH UINTAH ADVANTAGE LLC GRANTING THE COALITION AN OPTION TO LOCATE UTILITIES ON PROPERTY OWNED BY UINTAH ADVANTAGE AND RELATED MATTERS.

WHEREAS, Uintah Advantage LLC is a Utah Limited Liability Company and has acquired certain development rights related to an Upgrader Facility (also known as a Specialty Lube Oil Refinery or Specialty Oil Refinery) in the Leland Bench area of Uintah County, including certain rights of way to extend industrial level utilities to the Upgrader, including electrical, water and potentially natural gas; and

WHEREAS, Uintah Advantage has assigned certain rights of way to the Coalition' and

WHEREAS, it may be expedient to locate some utilities on property owned by Uintah

Advantage that is adjacent to the Specialty Lube Oil Refinery; and

WHEREAS, the Coalition and Uintah Advantage desire to enter into a letter of intent granting the Coalition on option to locate utilities on property adjacent to the Specialty Lube Oil Refinery, and related matters:

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

1. The Governing Board hereby approves in substantially final form a letter of intent between the Coalition and Uintah Advantage LLC granting the Coalition the option to locate utility improvements on property owned by Uintah Advantage adjacent to the proposed Specialty Lube Oil Refinery at no charge to the Coalition for electricity (transmission and generation), water (which may involve pumping stations, etc), and natural gas (which may include a processing plant and/or other improvements) and directs the Executive Director to execute such agreement in substantially final form as the letter of intent attached hereto with such modifications and amendments as the Executive Director deems appropriate to clarify the intentions of the parties, which amendments will be deemed final by application of the signature of the Executive Director to the letter of intent.
2. The Governing Board further authorizes the Executive Director to take such actions are beneficial and necessary to carry out the purposes expressed in the letter of intent.
3. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.
4. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this February 9, 2018

Motion by _____ and Seconded by _____.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon County	Yea ___	No ___
Daggett County	Yea ___	No ___

Duchesne County Yea ___ No ___
Emery County Yea ___ No ___
San Juan County Yea ___ No ___
Sevier County Yea ___ No ___
Uintah County Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

(COALITION SEAL)

ATTEST:

Eric Johnson



February 9, 2018

Uintah Advantage LLC
1527 N. 2000 W.
Farr West, Utah 84404

*Re: Letter of Intent re: Option from Uintah Advantage to Coalition to Locate Utilities
Adjacent to Specialty Lube Oil Refinery at No Charge*

Respected Officials;

THIS LETTER OF INTENT (“Agreement”), entered into and effective as of the 9th day of February, 2018 (“Effective Date”), is by and between Seven County Infrastructure Coalition, a Utah political subdivision and Uintah Advantage, LLC, a Utah limited liability company (the “Parties” and individually as a “Party”).

By agreement between the Parties dated October 6, 2017, the Coalition covenanted to use its best efforts to provide electrical, water, and natural gas utilities to the Specialty Lube Oil

Refinery (also known as the Upgrader) on the Leland Bench area in Uintah County, Utah on property owned or controlled by Uintah Advantage. Since that date, the Coalition has found various promising avenues to provide such utilities in a manner that is advantageous to Uintah Advantage and mutually beneficial to the Coalition. And, as of February 7, 2018, Uintah Advantage has assigned certain rights of way to the Coalition to enable, in part, the provision of one or more of the utilities.

Uintah Advantage hereby promises to grant the Coalition sufficient property or property rights (such as a lease) adjacent to the Specialty Lube Oil Refinery for electrical facilities (which may include transmission, generation and other electrical improvements), and for water facilities (which may include pumping and other water improvements), and for natural gas facilities (which may include a compressor station or natural gas treatment plant and other natural gas improvements) sufficient for the Coalition to provide industrial grade utilities to the Specialty Lube Oil Refinery and for other uses on the Leland Bench and surrounding areas. The Coalition will notify Uintah Advantage of the amount of property it may need to provide such utilities and the Parties will mutually agree on the appropriate location or locations for the utility improvements.

In the assignment agreements dated February 7, 2018, including the master agreement, the Coalition has promised to use commercially reasonable efforts to provide the electrical, water and natural gas utilities to Uintah Advantage for the Specialty Lube Oil Refinery, and the Parties have agreed to cooperate in good faith, which necessarily includes the agreement of the Parties to not take any action that would impair the ability of the other party to timely perform under their agreements. As an example, Uintah Advantage will only negotiate or contract for utility services for electrical, water, or natural gas with the Coalition, unless the Coalition gives its prior consent for Uintah Advantage to negotiate or contract with someone else for those utilities.

The Parties agree to the extent possible under applicable laws, that they will keep any information and documents they receive from the other as confidential and protected. Uintah Advantage hereby claims business confidentially under Section 305 subsections (1) and (2) of Title 63G, Chapter 2 of the Utah Code as the Confidential Information it may disclose subject to this Agreement includes trade secrets and confidential commercial information the disclosure of which could reasonably be expected to result in harm or injury to the competitive interests of Uintah Advantage and would prevent it from further disclosing information to the Coalition. Uintah Advantage has a greater interest in prohibiting access to the Confidential Information than the public has in such information. In addition, the Coalition claims that its Confidential Information is protected under GRAMA, in particular Section 305 subsection (3) in that it contains commercial and/or financial information acquired or prepared by the Coalition that would likely lead to speculation in securities or commodities that will interfere in a planned transaction by the Coalition, or cause harm to the Coalition or the economy of the State of Utah. Consistent with the foregoing, the Confidential Information of both Parties shall be classified by the Coalition as protected under GRAMA.

SEVEN COUNTY INFRASTRUCTURE
COALITION

UINTAH ADVANTAGE LLC

Michael J. McKee
Executive Director

By: _____
Its: _____

**SEVEN COUNTY INFRASTRUCTURE COALITION
February 9, 2018**

Resolution No. 2018-02G

**RESOLUTION APPROVING NON-DISCLOSURE AGREEMENT WITH ALPHA TECH
RELATED TO THORIUM ENERGY AND RELATED MATTERS.**

WHEREAS, the Coalition has been evaluating the potential of thorium energy and its potential to create jobs in rural Utah; and

WHEREAS, Alpha Tech Research Corp, a Utah company, has been advancing technology related to thorium energy; and

WHEREAS, the Coalition desires to explore the benefits and potential of thorium energy with Alpha Tech as a potential private enterprise partner; and

WHEREAS, both the Coalition and Alpha Tech each have confidential or protected information, which each is only willing to disclose to the other under terms of a Confidentiality or Non-Disclosure Agreement (NDA); and

WHEREAS, the NDA does not obligate either the Coalition nor Alpha Tech to partner with the other related to thorium energy; and

WHEREAS, the Coalition desires to enter into a NDA with Alpha Tech:

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

5. The Governing Board hereby approves a Non-Disclosure Agreement with Alpha Tech in substantially the form as attached hereto and further approves the Executive Director to execute such NDA with such modifications as the Executive Director deems desirable and approves the attestation of such NDA and application of the Coalition seal thereto.
6. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.
7. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption

APPROVED AND ADOPTED this February 9, 2018

Motion by _____ and Seconded by _____.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon County	Yea ___	No ___
Daggett County	Yea ___	No ___
Duchesne County	Yea ___	No ___
Emery County	Yea ___	No ___
San Juan County	Yea ___	No ___
Sevier County	Yea ___	No ___
Uintah County	Yea ___	No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

(COALITION SEAL)

ATTEST:

Eric Johnson

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”), entered into and effective as of the 9th day of February, 2018 (“Effective Date”), is by and between Seven County Infrastructure Coalition, a Utah political subdivision and Alpha Tech Research Corp, a Utah company (each, a “Disclosing Party” or “Recipient” as applicable as defined below; also sometimes collectively referred to herein as the “Parties” and individually as a “Party”).

RECITALS

WHEREAS, the Parties desire to express their intention to coordinate and cooperate with each other related to thorium energy and to further discuss with each other and evaluate one or more possible business transactions of possible mutual interest to the Parties and/or their respective affiliates or subsidiaries related to thorium energy (any such transaction, a “Possible Transaction”), and in connection thereto, Disclosing Party may furnish or make available to Recipient certain “Confidential Information” (as defined below); and

WHEREAS, the Parties have entered into this Agreement to assure, among other things, the confidentiality and to restrict the use of all such Confidential Information, including the confidentiality of any discussions between the Parties relating to the Possible Transaction, pursuant and subject to the terms and conditions herein;

NOW, THEREFORE, in consideration of the Recitals above and the mutual promises and covenants made herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. Intention to Provide Utilities to Upgrader. The Parties hereby express their mutual intention to potentially enter into a Possible Transaction related to thorium energy.
2. Confidential Information. The term “Confidential Information” as used in this Agreement shall mean all confidential, proprietary and nonpublic information provided or made

available by or on behalf of one Party (“Disclosing Party”) to the other Party (“Recipient”), on or after the date of this Agreement relating to the Possible Transaction, whether in written, oral, visual, electronic or other format or media including, without limitation, computer programs, technical drawings, engineering drawings and work products, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and any/all other technical, design, engineering, construction, operations, commercial, business, financial, customer and product development plans, forecasts, passwords, strategies, analyses, compilations, studies, notes, and other documents and information, whether prepared by or on behalf of Recipient or its “Representatives” (as defined below), which contain or otherwise reflect such information of the Disclosing Party. “Representatives” means the Recipient’s and its affiliates’ and subsidiaries’ directors, officers, managers, members, partners, agents (including financial advisors or other consultants), attorneys and employees who have a reasonable need to know the Confidential Information to evaluate or discuss the Possible Transaction. Notwithstanding the foregoing, Confidential Information shall not include the following: (a) information which is publicly available or which later becomes publicly available through no act or omission of the Recipient or its Representatives in breach of this Agreement; (b) information which Recipient or its Representatives can demonstrate was in its/their possession on a non-confidential basis prior to disclosure by Disclosing Party hereunder and was not received by the Recipient or its Representatives from a third party who or that, to the Recipient’s or its Representatives’ reasonable knowledge and belief, was prohibited from transmitting the information by a contractual, legal, fiduciary or other binding obligation; (c) information received by the Recipient or its Representatives from a third party who or that, to the Recipient’s or its Representatives’ reasonable knowledge and belief, is not prohibited from transmitting the information by a contractual, legal, fiduciary or other binding obligation; or (d) information which was or is independently developed by the Recipient or its Representatives and which was not derived or obtained, in whole or in any material part, from Confidential Information of or from Disclosing Party hereunder.

3. Scope; No Representation or Warranties. Each Party acknowledges that the Confidential Information disclosed to it hereunder may not be all-inclusive and/or contain all of the information or data that the Recipient may wish to receive, evaluate and/or consider regarding the Possible Transaction. NEITHER PARTY REPRESENTS OR WARRANTS THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION THAT IT PROVIDES TO THE OTHER PARTY HEREUNDER, NOR ASSUMES ANY LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM THE RECIPIENT’S OR ANY OTHER PERSON’S OR ENTITY’S USE OF OR RELIANCE UPON ANY OF ITS CONFIDENTIAL INFORMATION UNLESS AND TO THE EXTENT OTHERWISE SPECIFICALLY PROVIDED IN A SUBSEQUENT LEGALLY BINDING DEFINITIVE SIGNED WRITTEN AGREEMENT REGARDING THE POSSIBLE TRANSACTION. EACH PARTY DISCLOSES CONFIDENTIAL INFORMATION TO THE OTHER PARTY “AS IS”.

4. Use and Disclosure of Confidential Information. Recipient and its Representatives shall use the Confidential Information only for the purpose of its discussions with the Disclosing Party and its Representatives regarding a Possible Transaction and its internal evaluation of a Possible Transaction (the “Purpose”), and for no other purpose. The Recipient agrees: (i) to hold and maintain the Disclosing Party’s Confidential Information in confidence and to take commercially reasonable precautions to protect such Confidential Information (including, without

limitation, all precautions that the Recipient employs with respect to its own confidential information); (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person or entity, except as expressly permitted herein; (iii) not to make any use whatsoever at any time of any such Confidential Information received, except as expressly permitted herein; (iv) not to copy or reverse engineer any such Confidential Information; and (v) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or any product thereof.

Consistent with the above, Recipient may provide all or part of the Disclosing Party's Confidential Information to the Recipient's Representatives who are made aware of the confidential nature of the Confidential Information, who have a need to know solely in connection with the Purpose and who are bound by confidentiality obligations comparable to and no less restrictive than those contained in this Agreement. To the extent and in accordance with applicable law, Recipient shall be responsible for any breach of this Agreement by itself or any of its Representatives. Recipient shall take the same degree of care that it uses to protect its own confidential, proprietary and nonpublic information and materials of similar nature and importance (but in no event less than commercially reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Disclosing Party's Confidential Information. Recipient and its Representatives shall not make any copies or take any extracts of the Confidential Information except to the extent reasonably necessary to carry out the Purpose, or unless otherwise approved in writing in advance by Disclosing Party.

5. Ownership of the Confidential Information; Intellectual Property. All Confidential Information of Disclosing Party (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of Disclosing Party. Recipient does not acquire (by license or otherwise, whether express or implied) any ownership, rights to use and/or intellectual property and/or any other rights to any Confidential Information now or hereafter owned or controlled by Disclosing Party or other rights under this Agreement, except the limited right to use the Confidential Information disclosed hereunder in accordance with the express provisions of this Agreement. All rights relating to the Confidential Information that are not expressly granted hereunder to Recipient are reserved and retained by Disclosing Party.

6. Required Disclosure. If Recipient or any of its Representatives is/are requested or required by subpoena, investigation, court order, demand or other legal process to disclose any Confidential Information provided to Recipient by Disclosing Party hereunder, Recipient shall provide to Disclosing Party prompt written notice thereof, if not prohibited by law, and will use reasonable efforts to provide such cooperation as Disclosing Party shall reasonably request and at Disclosing party's expense, until an appropriate protective order or motion to quash may be sought or obtained, a waiver of compliance with this Agreement may be granted or other appropriate and applicable remedy or solution is achieved. If, in the absence of a protective order, other legal protection, the receipt of a waiver hereunder or other remedy or solution as described above, Recipient is, in the opinion of its legal counsel, legally required to disclose Confidential Information, then Recipient may disclose, without liability hereunder, only that portion of the Confidential Information that is legally required to be disclosed, provided that Recipient uses commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the said Confidential Information. Alpha Tech acknowledges that the Seven County Infrastructure Coalition is a political subdivision and public body of the State of Utah and is subject

to the requirements of the Utah Government Records Access Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”). Alpha Tech hereby claims business confidentially under Section 305 subsections (1) and (2) of Title 63G, Chapter 2 of the Utah Code as the Confidential Information it may disclose subject to this Agreement includes trade secrets and confidential commercial information the disclosure of which could reasonable be expected to result in harm or injury to the competitive interests of Alpha Tech and would prevent it from further disclosing information to the Seven County Infrastructure Coalition. Alpha Tech has a greater interest in prohibiting access to the Confidential Information than the public has in such information. In addition, the Seven County Infrastructure Coalition claims that its Confidential Information is protected under GRAMA, in particular Section 305 subsection (3) in that it contains commercial and/or financial information acquired or prepared by the Seven County Infrastructure Coalition that would likely lead to speculation in securities or commodities that will interfere in a planned transaction by the Seven County Infrastructure Coalition, or cause harm to the Seven County Infrastructure Coalition or the economy of the State of Utah. Consistent with the foregoing, the Confidential Information of both the Disclosing Parties and the Recipients shall be classified by the Seven County Infrastructure Coalition as protected under GRAMA.

7. Return or Destruction of Confidential Information. Confidential Information shall be returned (or destroyed by the Recipient, at the Disclosing Party’s election) to the Disclosing Party upon written request by the Disclosing Party. Notwithstanding the foregoing: (a) Recipient and its Representatives may retain such Confidential Information to the extent relevant to demonstrate the Recipient’s and its Representatives’ compliance with this Agreement, any legal, regulatory, self-regulatory, professional and/or contractual obligation, or any customary document retention policy; and (b) Recipient and its Representatives only shall be required to use commercially reasonable efforts to return or destroy any such Confidential Information stored electronically. Notwithstanding the return or destruction of Confidential Information by Recipient, all Confidential Information in any form will continue to be subject to the terms of this Agreement. The Recipient understands that nothing herein requires the disclosure of any particular Confidential Information of the Disclosing Party.

8. Term. This Agreement and the obligations hereunder shall remain in full force and effect as specified herein for two (2) years after the Effective Date or until such time as the Parties enter into a written agreement providing otherwise. Notwithstanding the above, all provisions herein that expressly or by implication are intended to survive any termination of this Agreement shall remain in full force and effect as written.

9. Nature of Information; Remedies. Recipient acknowledges and agrees that Disclosing Party may be irreparably harmed by disclosure of Disclosing Party’s Confidential Information, that money damages may not be a sufficient remedy for any breach of this Agreement by Recipient or its Representatives and that, in addition to any other remedies available at law or in equity, specific performance and injunctive or other equitable remedies shall be available for Disclosing Party to seek as a remedy for any such breach or threatened breach, without the requirement of posting a bond or any other security. Recipient shall notify Disclosing Party in writing promptly upon Recipient’s becoming aware of any such breach or threatened breach. Disclosing Party shall be entitled to recover its costs and expenses, including reasonable attorneys’ fees, incurred in connection with any successful action brought by it to enforce any of the terms of this Agreement. Notwithstanding anything herein to the contrary, neither of the Parties shall be

responsible or held liable to the other under contract (including any breach of contract or for losses under any indemnity obligation), tort (including negligence), strict liability, and/or any other theory of law or equity, for any incidental, consequential, special, indirect, punitive or exemplary damages or losses (including lost profits) of any nature at any time and howsoever arising under and/or relating directly or indirectly to this Agreement.

10. No Obligation. Neither Party is obligated to consummate any Possible Transaction, to enter into negotiations regarding any such transaction, or to pay any expenses or fees incurred by the other Party in providing, reviewing or evaluating the Confidential Information. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party regarding any Possible Transaction, and to terminate discussions and negotiations at any time, for any reason. Nothing in this Agreement shall be deemed to create any type of business relationship between the Parties. Notwithstanding the forgoing, the Parties only agree to disclose Confidential Information with the intent of consummating a Possible Transaction, and it is the intention of the Parties to disclose such Confidential Information as would allow the other Party to reasonably evaluate the potential viability of a Possible Transaction involving both Parties.

11. No Conflict; Right to Disclose. Recipient hereby represents and warrants that it is not bound by the terms of any confidentiality or other agreement with any third person or entity that would conflict with any of Recipient's obligations under this Agreement. Each Party represents and warrants to the other Party that it has the legal right to disclose to all Confidential Information that it discloses to the other hereunder.

12. Choice of Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. EACH OF THE PARTIES HERETO (I) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF (A) SALT LAKE COUNTY, UTAH AND (B) THE UNITED STATES DISTRICT COURTS IN SALT LAKE CITY, UTAH, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURT(S), FOR THE PURPOSE OF ANY ACTION, SUIT OR OTHER PROCEEDING WHICH IS BROUGHT BY A PARTY OR ITS SUCCESSOR AND ASSIGNS, ARISING OUT OF THIS AGREEMENT, AND (II) HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION SUIT OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT(S), (III) AGREES NOT TO COMMENCE ANY ACTION, SUIT OR PROCEEDING OF ANY KIND OR TYPE RELATING TO THIS AGREEMENT EXCEPT IN SUCH COURT(S), AND (IV) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY WAIVES, AND AGREES NOT TO ASSERT AS A DEFENSE OR OTHERWISE IN ANY SUCH ACTION, SUIT OR PROCEEDING ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT(S), THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. EACH PARTY HEREBY WAIVES ALL RIGHTS OF ANY OTHER JURISDICTION WHICH IT MAY NOW OR HEREAFTER HAVE BY REASON OF ITS PRESENT OR SUBSEQUENT RESIDENCE OR DOMICILE.

13. Miscellaneous. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the provisions of the Agreement shall remain in full force and effect. No amendment or modification of this Agreement shall be binding unless made by a written instrument signed by both Parties hereto. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder. This Agreement may be executed in one or more counterparts, each of which (including photocopies, facsimile, electronic and PDF copies) shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement represents the entire understanding and agreement of the Parties regarding the subject matter hereof and supersedes all prior agreements between the Parties regarding the matters contained herein. Neither Party may assign this Agreement without the other Party's prior written consent. The Parties agree that this Agreement was mutually negotiated, and that each Party participated in the drafting of this Agreement; and as such, no rule of contract construction or interpretation will be applied for or against either Party. In the event of any legal or equitable proceedings involving or relating to this Agreement, the prevailing Party shall be entitled to receive from the nonprevailing Party, in addition to any legal or equitable relief awarded to the prevailing Party, all of the costs and expenses (including but not limited to filing and court costs, expert witness fees and reasonable attorney's fees) incurred by the prevailing Party in any such proceedings (including any appeal(s) and/or other proceedings relating thereto).

[REMAINDER OF PAGE INTENTIIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

Seven County Infrastructure Coalition

Alpha Tech Research Corp.

By: _____

By: _____

Name: Michael J. McKee

Name: _____

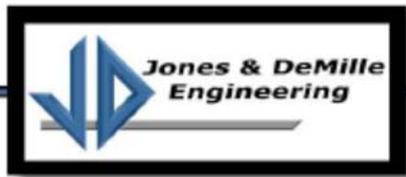
Title: Executive Director

Title: _____

ATTEST:

Eric Johnson

(Coalition Seal)



CORPORATE

1535 South 100 West
Richfield, UT 84701
435.496.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

1675 South Highway 10
Panguitch, UT 84501
435.637.8266

45 South 200 West (45-13)
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

435 East Tabernacle, Suite 302
St. George, UT 84770
435.986.3622

16 East 300 South
PO Box 577
Monticello, UT 84535
1.800.748.5275

38 West 100 North
Vernal, UT 84078
435.781.1988

COALITION PROGRESS SUMMARY
February 2018 Board Meeting

Date: February 9, 2018
From: Brian Barton, PE; Michael Hawley, PE; Daniel Hawley

Below is a summary of Coalition projects and progress made over the past month along with focus areas moving forward through November with each project. Significant progress was made on exciting projects.

SEVIER COUNTY PLANNING | 1701-188

The focus over the past month on this project has been to finish updating the GIS database and to work on training Sevier County representatives on how to best use the data and tools. There are currently no projects currently being pursued by the Coalition in Sevier County. Any potential projects will be looked at with the Coalition project evaluation tools.

Upcoming Tasks—

- Work with the county to identify any potential project concepts for the Coalition to consider
- Estimated Budget \$1,000

PETROLEUM PIPELINE | 1610-304

We are working to compile an executive summary to document the status of the technical processes. It appears that the urgency surrounding this project is subsiding. Weekly strategy meetings may be held with the project team to review schedule and any new information. This team consists of Marc Eckels, TMI, Harris Group and Jones & DeMille Engineering.

Upcoming Tasks—

- Finish up Executive Summary Document
 - Chevron Pipeline review and discussion
- Estimated Budget \$3,000

EASTERN UTAH REGIONAL CONNECTION | 1606-265

There have been coordination meetings regarding the project and review with the Uintah Transportation Special Service District. Two meetings have been held with the Civoo team, including EPG and WSP/PB. We have assisted in compiling the project purpose and need.

Upcoming Tasks—

- Attend project team meetings
 - Provide input and guidance regarding purpose and need statements
- Estimated Budget <\$1,000

LELAND BENCH UTILITIES | 1711-271

The past few weeks on this project have been spent looking into funding options and preparing CIB applications for the Power Transmission phase of the project. The overall project will consist of Power, Gas, and Water utilities being delivered throughout the Leland Bench Area. An application has been prepared to submit to the CIB in February to route power transmission utilities to part of the area. Another phase in the project is necessary to finish routing power transmission throughout the remainder of the Leland Bench area.

Upcoming Tasks—

- Attend project team meetings.
 - Transmission power design coordination
 - Follow-up on Application to the CIB for Phase I of the Power Transmission Utilities
 - Conceptual power, water, natural gas delivery designs
- Estimated Budget \$20,000

The Gas and Water utility projects will be treated as additional phases for this overall project. Concept planning is underway to review scope, schedule, and cost for each utilities and phasing for the project.

We have worked to develop various maps for the different utilities and spoken with interested energy development partners who could become additional customers for the utilities.

This project will continue to be a primary focus over the next month.



CATEGORY 8, ONGOING SERVICES | 1612-013

There are various phases associated with the ongoing services project for the Coalition. Below is a summary of the primary phases underway for the past month as well as efforts anticipated over the next few weeks:

➤ **Technical and Board Tools:**

This project consists of several phases and includes work for initial project review through the scoring matrix. We have been putting much of our efforts into updating the Coalition website to reflect new projects being reviewed by the Coalition such as the Uinta Basin Rail and Ridge Road. Discussions on these projects are preliminary and more information is needed to perform an in-depth review of the projects.

We have been working on updating the tools accessible from the website by the Board on an ongoing basis to ensure tools stay updated and information shown on the website. We have been continuing to work with Cody Deeter with EFG Consulting and with him have been focusing on potential revenues.

Ongoing website updates are in progress to provide more detailed information to the board and also educate the public on projects and Coalition direction. Main focuses in this area include the Uinta Basin Rail, Leland Bench Utilities, and Ridge Road.

➤ **Ridge Road:**

A Financial analysis has been performed for Ridge Road based on the traffic count information gathered. Additional assumptions and information is in process to determine revenue projection feasibility and if there is a strong path forward for this critical corridor in Carbon County.

➤ **Uinta Basin Rail:**

An application for the Uinta Basin Rail feasibility study has been prepared over the past month for the CIB. Additional funding opportunities are being pursued. We plan to work with financial and market analysts to determine feasibility and to continue to set the stage for an amazing project. Project partners and opportunities are being identified. *This project is a priority focus.*

➤ **Daggett & Uintah Trails Plan:**

Ongoing technical coordination is anticipated with the project delivery team of Civco and Sunrise.

➤ **CIB Coordination:**

We are working to find ways to deliver information to CIB board members to keep them up to speed more efficiently. The two project applications will be reviewed, discussed, and presented to the CIB in coming months.

➤ **General Technical and Strategic Support for Executive Director:**

We continue to provide general support for Director McKee for presentations, outreach, funding partner development, technical needs, mapping, etc. Many meetings have been held with key producers, funding agencies, property owners, and other entities in an effort to accelerate the success of the Coalition's projects.

We appreciate the opportunity to work with the Seven County Infrastructure Coalition as it works to improve economies and infrastructure throughout its boundaries and beyond. Please feel free to contact us with any questions.

Upcoming Tasks—

- Ongoing Coalition Board tools update - \$4,000
- Update website project flow chart and individual project sites. - \$4,500
- Update conceptual potential revenue assumptions for Leland Bench Utilities, Craig Rail, Ridge Road - \$6,500
- Review Hydrogen Production Plant in matrix - \$1,000
- Continued coordination with Cody Deeter regarding revenue potential for Ridge Road and Leland Bench Utilities - \$3,500
- Coordination with Pam, Moffat County, and CIB regarding rail funding opportunities - \$2,500
- Financial feasibility reviews for oil pipeline and Ridge Road for potential revenue - \$2,500
- Ongoing general coordination with CIB staff - \$500

Estimated Budget \$25,000

