



825 NE Multnomah St., Suite 1600
Portland, Oregon 97232

August 24, 2016

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: *PacifiCorp*
Docket No. ER16-_____-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d (2006), Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. Part 35 (2015), and Order No. 714¹ regarding electronic filing of tariff submittals, PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Project Construction Agreement ("Construction Agreement") between Utah Associated Municipal Power Systems ("UAMPS") and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 721.

1. Background and Reason for Filing

PacifiCorp is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Utah. PacifiCorp and UAMPS are parties to a Transmission Service and Operating Agreement, pursuant to which PacifiCorp provides UAMPS with the use of PacifiCorp's transmission system for service to UAMPS members. UAMPS has requested a temporary additional interconnection tap off of PacifiCorp's 12.5 kV distribution line to serve its loads. PacifiCorp has determined that to accommodate UAMPS' request, certain construction and coordination between the parties will be required. The Construction Agreement sets forth the terms and conditions to complete the project. Accordingly, PacifiCorp respectfully requests that the Commission accept the Construction Agreement, attached hereto, for filing.

2. Effective Date and Request for Waiver

In accordance with 18 C.F.R. § 35.3(a)(1), PacifiCorp respectfully requests that the Commission establish an effective date of October 24, 2016, for the Construction Agreement.

¹ *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008).

To the extent that any filing requirement in Part 35 of the Commission's regulations is not satisfied by this filing and the materials enclosed herewith, PacifiCorp respectfully requests waiver of such requirements.

3. Designation

PacifiCorp requests that the Construction Agreement be designated as PacifiCorp Rate Schedule No. 721.

4. Enclosure

The following enclosure is attached hereto:

Construction Agreement between UAMPS and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 721

5. Communications

All communications and correspondence regarding this filing should be forwarded to the following persons:

Patrick C. Cannon
Senior Counsel
PacifiCorp
825 N.E. Multnomah, Suite 1800
Portland, OR 97232
(503) 813-5613
(503) 813-6508 (facsimile)
Patrick.Cannon@PacifiCorp.com

Rick Vail
Vice President, Transmission
PacifiCorp
825 N.E. Multnomah, Suite 1600
Portland, OR 97232
(503) 813-6938
(503) 813-6893 (facsimile)
Richard.Vail@PacifiCorp.com

6. Service List

Pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure, a copy of this filing is being served on the following:

Marshall Empey
Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103
marshall@uamps.com

Utah Public Service Commission
Heber M. Wells Building
160 East 300 South
Salt Lake City, UT 84114
psc@utah.gov

If you have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

/s/ Patrick C. Cannon
Patrick C. Cannon

Attorney for PacifiCorp

CERTIFICATE OF SERVICE

I hereby certify that I have on this day caused a copy of the foregoing document to be served via first-class mail or electronic mail upon each of the parties listed in the enclosed Service List.

Dated at Portland, Oregon this 24th day of August, 2016.

/s/ Patrick C. Cannon _____

Patrick C. Cannon
PacifiCorp
825 N.E. Multnomah, Suite 1800
Portland, OR 97232
(503) 813-5613
(503) 813-6508 (facsimile)
patrick.cannon@pacificorp.com

PROJECT CONSTRUCTION AGREEMENT
PROJECT TITLE: UAMPS – LEHI TEMPORARY DISTRIBUTION TAP –
OTP Q0115

This Project Construction Agreement (the “Agreement”) made and entered into this 18th day of August, 2016, between Utah Associated Municipal Power Systems, hereinafter called “UAMPS” or “Customer,” and *PacifiCorp*, hereinafter called “PacifiCorp” or “Company,” is for work to be performed by Company for Customer (hereinafter referred to as the “Project”). Hereinafter, UAMPS and PacifiCorp may be individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS:

- A. WHEREAS, PacifiCorp is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Utah;
- B. WHEREAS, UAMPS is a municipal electric utility serving load in Utah;
- C. WHEREAS, PacifiCorp and UAMPS are parties to an Transmission Service and Operating Agreement, dated August 20, 2014, and designated as PacifiCorp Rate Schedule No. 297 (the “TSOA”), pursuant to which PacifiCorp provides UAMPS use of PacifiCorp’s transmission system for service to UAMPS members.
- D. WHEREAS, UAMPS has requested a temporary additional interconnection tap off of PacifiCorp’s 12.5 kV distribution line located at or near 40°24’22.72”N 111°54’24.58”W to reliably serve its loads and has requested that PacifiCorp perform certain work to accommodate Customer’s request;
- E. WHEREAS, PacifiCorp has determined that to accommodate UAMP’s request, certain construction and coordination between the Parties will be required (the “Project”), as further described and detailed in this Agreement; and
- F. WHEREAS, PacifiCorp has agreed to perform the work required to complete the Project according to the terms set forth herein.

NOW THEREFORE, the Parties enter into this Agreement with the understanding that each mutually benefits from this Agreement. The parties further agree to the following:

1. DEFINITIONS

Direct Assignment Facilities shall mean facilities or portions of facilities that are constructed by Company for the sole use/benefit of the Customer requesting service. Direct Assignment Facilities refers to those facilities from the Customer’s facilities up to

(but not including) the point of interconnection with the Company's Transmission System. Direct Assignment Facilities shall be specified in this Agreement. The Customer will not recover the costs of Direct Assignment Facilities from Company.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Interconnection Facilities means the Company's Interconnection Facilities and the Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Customer's facilities and the point(s) of interconnection, including any modifications, additions or upgrades that are necessary to physically and electrically interconnect the Customer's facilities to the Company's Transmission System. Interconnection Facilities are sole use facilities and shall not include Network Upgrades.

2. TERM & TERMINATION

The term of this Agreement shall commence on the later of the date of this Agreement or another date designated by the Federal Energy Regulatory Commission ("Commission" or "FERC"), if filed at the Commission and accepted for filing ("Effective Date"). This Agreement shall terminate ninety (90) days following: (i) Company's receipt of final payment of actual costs by Customer; or (ii) Company's refund of overpayment to Customer, pursuant to Section 4 of this Agreement. In the event that neither an invoice nor a refund is required, this Agreement shall terminate 90 days following Company's determination of actual costs after completion of construction.

3. SCOPE AND PERFORMANCE OF WORK:

UAMPS may take up to 2 MW's of temporary load service from the temporary distribution tap while the Parties work together to procure and construct the required facilities and obtain all necessary easements and rights of way as identified in the OTP Q0115 SIFS report so long as PacifiCorp is able to provide this service without detriment to PacifiCorp's ability to serve its' own distribution customers in the same region

3.1 At the Tap Point, UAMPS shall

- a. Procure and install:
 - One (1) pole

All required circuit & potential transformers
 Conduit from the metering transformers to the PacifiCorp distribution system
 One (1) revenue quality meter and cabinet with provision for a test switch
 Provide PacifiCorp with necessary communications for remote meter interrogation

b. At the Tap Point, PacifiCorp shall

Connect assets identified in Section 3.1(a) of this Agreement to the PacifiCorp system.

c. PacifiCorp shall

Allow for up to 2 MW's of load service from the temporary distribution tap.
 Settle all service taken from the temporary distribution tap under the terms of the UAMPS TSOA.

d. UAMPS shall

Upon completion of the Project remove all assets installed under Section 3.1 of this Agreement and leave the property in the same condition prior to execution of this Agreement.

4. OWNERSHIP/RESPONSIBILITY FOR COSTS:

4.1 Ownership

UAMPS shall own and maintain all assets identified in Section 3.1 of this agreement.

Ownership of the Project facilities shall be as follows:

4.2 Estimated Costs

The Company's estimated cost for Company's Scope of Work for the Project Facilities is \$10,000 which includes \$10,000 in Direct Assignment Facilities costs. Direct Assignment Facilities costs are those costs associated with the installation of those assets as identified in the Scope of Work in Section 3.

In consideration of the work to be performed by Company, Customer agrees to pay Company the actual Company Direct Assignment Facilities costs within thirty (30) calendar days of the latter of project completion or date of FERC approval.

Notwithstanding the foregoing, Customer and Company may adopt any alternative payment schedule that is mutually agreeable.

5. PROJECT SCHEDULE:

The Parties shall develop a mutually agreed to schedule for the completion of the Project Facilities during the detailed design phase of the project, which will commence upon the Effective Date and receipt of Customer's payment for the estimated costs of the work. All project schedule milestones shall be best estimates of the Parties at the time the schedule was developed.

6. STANDARD OF WORK:

All work performed pursuant to this Agreement by either Party or their agents shall be performed in a good and workmanlike manner in accordance with Good Utility Practice and with any and all prudent and applicable safety and reliability standards.

7. CHANGES:

The Parties may at any time, in writing, mutually agree to changes and/or additions within the general scope of this Agreement or any amendment hereto, direct the omission of or variation in Work, or alter the schedule. If such direction results in a material change in the amount or character of the Work, an equitable adjustment in estimated costs and other such provisions of this Agreement as may be affected shall be made and this Agreement shall be modified in writing accordingly.

No change shall be binding upon the Parties until a change order is executed by each Party which is in writing and expressly states that it constitutes a change order to this agreement. The issuance of information, advice, approvals, or instructions verbally or by an exchange of e-mail or in any other manner short of in writing change order request executed by both parties shall not constitute an authorized change order pursuant to this provision.

All revisions to this Agreement, if originally filed at FERC, will be filed by Company as a restated agreement.

8. INSPECTION:

Company may inspect Customer's construction work of Project Facilities being constructed at Customer's expense upon reasonable notice and with Customer supervision. Customer will provide Company with a reasonable schedule of construction to allow inspection coordination. Customer will provide testing results of Customer assets installed under Section 3.1 of this Agreement to Company as specified in the technical specifications.

9. TESTING:

Before the new facilities required for the Project are energized, such new facilities at the tap point shall be tested by Company to ensure their safe and reliable operation in accordance with Good Utility Practice, all applicable FERC, North American Electric

Reliability Corporation and Western Electricity Coordinating Council criteria and requirements, and all applicable federal, state, and local law, regulations, and requirements. If testing indicates that modifications are required, Customer shall bear the cost of all such modifications in accordance with the cost allocation in Section 4 above, except to the extent that any such modifications are required as a result of Company's or its agents' or its subcontractors' negligence, willful misconduct, or failure to comply with Good Utility Practice.

10. ACCESS:

Company shall grant Customer and its designees reasonable escorted access to the Project Facilities consistent with such access rights as are established in prior agreements between the Parties, provided that Customer provides Company with reasonable notice and complies with Company's safety and security rules.

11. GOVERNING LAW:

Enforcement or interpretation of this Agreement shall be in the state court of the State of Utah, and all parties hereby submit to the jurisdiction of said court for the stated purpose. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. NO PARTNERSHIP:

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

13. NON-ASSIGNABILITY:

PacifiCorp may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which PacifiCorp is a party. Affiliate includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control, or which is listed on an exhibit to this Agreement. Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of PacifiCorp, and any attempted transfer in violation of this restriction shall be void.

14. PROVISIONAL REMEDIES:

Either party may seek provisional legal remedies, if in such party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

15. ENTIRE CONTRACT:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein.

16. NOTICES:

Any correspondence regarding this work shall be directed to the appropriate party (or parties) as shown below:

Customer:

Marshall Empey
Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103
Phone: 801-214-6405
e-mail marshall@uamps.com

PacifiCorp:

Rachel Matheson
Attn: PacifiCorp Transmission Services
825 NE Multnomah St., Suite 1600
Portland, OR 97232
Phone: 801-220-2534
e-mail Rachel.Matheson@PacifiCorp.com

17. BILLING AND PAYMENT:

Billings and payments shall be sent to the address(es) set out below:

Customer:

Marshall Empey
Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103
Phone: 801-214-6405

with a copy by e-mail to: marshall@uamps.com

18. INDEMNIFICATION:

Customer (“Indemnifying Party”) agrees to protect, defend, indemnify and hold harmless the Company, its officers, employees and agents (collectively the “Indemnified Party”) against and from any and all liability, suits, loss, damage, claims, actions, costs and expenses of any nature, including court costs and attorney's fees, even if such actions or claims are completely groundless, growing out of injury to or death of the Indemnifying Party or its subcontractors of any tier, their employees, agents or guests, or any other person or persons, or any and all destruction, loss or damage to property arising in any way in connection with, or related to, the Indemnifying Party’s performance of any Work or any of its obligations under the Agreement, except as to injury to persons or damage to property on the Work site caused by the sole negligence of the Indemnified Party.

The indemnification obligations set forth herein shall not be limited by amounts or types of damages, compensation or benefits payable by or for the Indemnifying Party, contractors, subcontractors, sub-subcontractors, material suppliers or any person or entity for which any of them may be liable, under workers compensation acts, or any disability or employee benefit acts, in the event claims are asserted against persons or entities indemnified under this Paragraph 25 by an employee of the Indemnifying Party, a contractor, a subcontractor, a sub-subcontract or, a material supplier, anyone directly or indirectly employed by any of them or anyone (or for whose acts they may be liable.)

Moreover, at the request of the Indemnified Party, the Indemnifying Party shall defend any action, claim or suit asserting a claim that might be covered by this indemnity. The Indemnifying Party shall pay all costs and expenses that may be incurred by the Indemnified Party in enforcing this indemnity and defense agreement, including attorney's fees actually paid by the Indemnified Party.

19. LIMITATION OF LIABILITY:

Except as otherwise expressly provided in this Agreement, each Party's liability to the other Party for any loss, cost, claim, injury, damage, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as specifically authorized by this Agreement.

20. FORCE MAJEURE:

A Party shall not be subject to any liability or damages for inability to meet its obligations under this Agreement to the extent that such failure shall be due to causes beyond the control of the Party, including, but not limited to the following: (a) the

operation and effect of any new or modified rules, regulations and orders promulgated by the Commission, any applicable state public utility commission, any municipality, or any governmental agency of the United States, or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) any Force Majeure event.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Provided, the Party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of either Party herein shall be extended for the period during which Force Majeure was in effect.

21. SUCCESSORS:

This Agreement will be binding upon the Parties and will inure to the benefit of their respective successors.

22. SEVERABILITY:

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

23. WAIVER OF JURY TRIAL:

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

24. MULTIPLE COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

25. CONTRACTORS AND SUBCONTRACTORS:

Nothing in this Agreement shall prevent Company or Customer from utilizing the services of any third party contractor or subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that Company and Customer shall require a third party contractor and subcontractor to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such third party contractor and subcontractor.

26. NO THIRD-PARTY BENEFICIARIES:

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

28. SURVIVAL

The provisions of Sections 4, as well as all payment obligations and liabilities incurred before the termination or expiration of this Agreement, will survive its termination or expiration.

29. MODIFICATIONS OR AMENDMENTS

No modification or amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by authorized representative of the Parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the day and year first herein above written.

PACIFICORP

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

/s/ Brian Fritz
Signature

/s/ Marshall Empey
Signature

Brian Fritz
Printed Name of Signor

Marshall Empey
Printed Name of Signor

Director Transmission Services
Title of Signor

Chief Operations Officer
Title of Signor

8/18/2016
Date

August 18, 2016
Date

Project Construction Agreement
UAMPS/Lehi Temporary Distribution Tap/OTP Q0115

PROJECT CONSTRUCTION AGREEMENT
PROJECT TITLE: UAMPS – LEHI TEMPORARY DISTRIBUTION TAP –
OTP Q0115

This Project Construction Agreement (the "Agreement") made and entered into this 18th day of August, 2016, between Utah Associated Municipal Power Systems, hereinafter called "UAMPS" or "Customer," and *PacifiCorp*, hereinafter called "PacifiCorp" or "Company," is for work to be performed by Company for Customer (hereinafter referred to as the "Project"). Hereinafter, UAMPS and PacifiCorp may be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS:

- A. WHEREAS, PacifiCorp is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Utah;
- B. WHEREAS, UAMPS is a municipal electric utility serving load in Utah;
- C. WHEREAS, PacifiCorp and UAMPS are parties to an Transmission Service and Operating Agreement, dated August 20, 2014, and designated as PacifiCorp Rate Schedule No. 297 (the "TSOA"), pursuant to which PacifiCorp provides UAMPS use of PacifiCorp's transmission system for service to UAMPS members.
- D. WHEREAS, UAMPS has requested a temporary additional interconnection tap off of PacifiCorp's 12.5 kV distribution line located at or near 40°24'22.72"N 111°54'24.58"W to reliably serve its loads and has requested that PacifiCorp perform certain work to accommodate Customer's request;
- E. WHEREAS, PacifiCorp has determined that to accommodate UAMP's request, certain construction and coordination between the Parties will be required (the "Project"), as further described and detailed in this Agreement; and
- F. WHEREAS, PacifiCorp has agreed to perform the work required to complete the Project according to the terms set forth herein.

NOW THEREFORE, the Parties enter into this Agreement with the understanding that each mutually benefits from this Agreement. The parties further agree to the following:

1. DEFINITIONS

Direct Assignment Facilities shall mean facilities or portions of facilities that are constructed by Company for the sole use/benefit of the Customer requesting service. Direct Assignment Facilities refers to those facilities from the Customer's facilities up to (but not including) the point of interconnection with the Company's Transmission System. Direct Assignment Facilities shall be specified in this Agreement. The Customer will not recover the costs of Direct Assignment Facilities from Company.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

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2. TERM & TERMINATION

The term of this Agreement shall commence on the later of the date of this Agreement or another date designated by the Federal Energy Regulatory Commission ("Commission" or "FERC"), if filed at the Commission and accepted for filing ("Effective Date"). This Agreement shall terminate ninety (90) days following: (i) Company's receipt of final payment of actual costs by Customer; or (ii) Company's refund of overpayment to Customer, pursuant to Section 4 of this Agreement. In the event that neither an invoice nor a refund is required, this Agreement shall terminate 90 days following Company's determination of actual costs after completion of construction.

3. SCOPE AND PERFORMANCE OF WORK:

UAMPS may take up to 2 MW's of temporary load service from the temporary distribution tap while the Parties work together to procure and construct the required facilities and obtain all necessary easements and rights of way as

identified in the OTP Q0115 SIFS report so long as PacifiCorp is able to provide this service without detriment to PacifiCorp's ability to serve its' own distribution customers in the same region

3.1 At the Tap Point, UAMPS shall

a. Procure and install:

One (1) pole

All required circuit & potential transformers

Conduit from the metering transformers to the PacifiCorp distribution system

One (1) revenue quality meter and cabinet with provision for a test switch

Provide PacifiCorp with necessary communications for remote meter interrogation

b. At the Tap Point, PacifiCorp shall

Connect assets identified in Section 3.1(a) of this Agreement to the PacifiCorp system.

c. PacifiCorp shall

Allow for up to 2 MW's of load service from the temporary distribution tap.

Settle all service taken from the temporary distribution tap under the terms of the UAMPS TSOA.

d. UAMPS shall

Upon completion of the Project remove all assets installed under Section 3.1 of this Agreement and leave the property in the same condition prior to execution of this Agreement.

4. OWNERSHIP/RESPONSIBILITY FOR COSTS:

4.1 Ownership

UAMPS shall own and maintain all assets identified in Section 3.1 of this agreement.

Ownership of the Project facilities shall be as follows:

4.2 Estimated Costs

The Company's estimated cost for Company's Scope of Work for the Project Facilities is \$10,000 which includes \$10,000 in Direct Assignment Facilities costs. Direct Assignment Facilities costs are those costs associated with the installation of those assets as identified in the Scope of Work in Section 3.

In consideration of the work to be performed by Company, Customer agrees to pay Company the actual Company Direct Assignment Facilities costs within thirty (30) calendar days of the latter of project completion or date of FERC approval.

Notwithstanding the foregoing, Customer and Company may adopt any alternative payment schedule that is mutually agreeable.

5. PROJECT SCHEDULE:

The Parties shall develop a mutually agreed to schedule for the completion of the Project Facilities during the detailed design phase of the project, which will commence upon the Effective Date and receipt of Customer's payment for the estimated costs of the work. All project schedule milestones shall be best estimates of the Parties at the time the schedule was developed.

6. STANDARD OF WORK:

All work performed pursuant to this Agreement by either Party or their agents shall be performed in a good and workmanlike manner in accordance with Good Utility Practice and with any and all prudent and applicable safety and reliability standards.

7. CHANGES:

The Parties may at any time, in writing, mutually agree to changes and/or additions within the general scope of this Agreement or any amendment hereto, direct the omission of or variation in Work, or alter the schedule. If such direction results in a material change in the amount or character of the Work, an equitable adjustment in estimated costs and other such provisions of this Agreement as may be affected shall be made and this Agreement shall be modified in writing accordingly.

No change shall be binding upon the Parties until a change order is executed by each Party which is in writing and expressly states that it constitutes a change order to this agreement. The issuance of information, advice, approvals, or instructions verbally or by an exchange of e-mail or in any other manner short of in writing change order request executed by both parties shall not constitute an authorized change order pursuant to this provision.

All revisions to this Agreement, if originally filed at FERC, will be filed by Company as a restated agreement.

8. INSPECTION:

Company may inspect Customer's construction work of Project Facilities being constructed at Customer's expense upon reasonable notice and with Customer supervision. Customer will provide Company with a reasonable schedule of construction to allow inspection coordination. Customer will provide testing results of Customer assets installed under Section 3.1 of this Agreement to Company as specified in the technical specifications.

9. TESTING:

Before the new facilities required for the Project are energized, such new facilities at the tap point shall be tested by Company to ensure their safe and reliable operation in accordance with Good Utility Practice, all applicable FERC, North American Electric Reliability Corporation and Western Electricity Coordinating Council criteria and requirements, and all applicable federal, state, and local law, regulations, and requirements. If testing indicates that modifications are required, Customer shall bear the cost of all such modifications in accordance with the cost allocation in Section 4 above, except to the extent that any such modifications are required as a result of Company's or its agents' or its subcontractors' negligence, willful misconduct, or failure to comply with Good Utility Practice.

10. ACCESS:

Company shall grant Customer and its designees reasonable escorted access to the Project Facilities consistent with such access rights as are established in prior agreements between the Parties, provided that Customer provides Company with reasonable notice and complies with Company's safety and security rules.

11. GOVERNING LAW:

Enforcement or interpretation of this Agreement shall be in the state court of the State of Utah, and all parties hereby submit to the jurisdiction of said court for the stated purpose. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. NO PARTNERSHIP:

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

13. NON-ASSIGNABILITY:

PacifiCorp may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which PacifiCorp is a party. Affiliate includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control, or which is listed on an exhibit to this Agreement. Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of PacifiCorp, and any attempted transfer in violation of this restriction shall be void.

14. PROVISIONAL REMEDIES:

Either party may seek provisional legal remedies, if in such party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

15. ENTIRE CONTRACT:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein.

16. NOTICES:

Any correspondence regarding this work shall be directed to the appropriate party (or parties) as shown below:

Customer:

Marshall Empey
Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103
Phone: 801-214-6405
e-mail marshall@uamps.com

PacifiCorp:

Rachel Matheson
Attn: PacifiCorp Transmission Services
825 NE Multnomah St., Suite 1600
Portland, OR 97232
Phone: 801-220-2534
e-mail Rachel.Matheson@PacifiCorp.com

17. BILLING AND PAYMENT:

Billings and payments shall be sent to the address(es) set out below:

Customer:

Marshall Empey
Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103
Phone: 801-214-6405

with a copy by e-mail to: marshall@uamps.com

18. INDEMNIFICATION:

Customer (“Indemnifying Party”) agrees to protect, defend, indemnify and hold harmless the Company, its officers, employees and agents (collectively the “Indemnified Party”) against and from any and all liability, suits, loss, damage, claims, actions, costs and expenses of any nature, including court costs and attorney's fees, even if such actions or claims are completely groundless, growing out of injury to or death of the Indemnifying Party or its subcontractors of any tier, their employees, agents or guests, or any other person or persons, or any and all destruction, loss or damage to property arising in any way in connection with, or related to, the Indemnifying Party’s performance of any Work or any of its obligations under the Agreement, except as to injury to persons or damage to property on the Work site caused by the sole negligence of the Indemnified Party.

The indemnification obligations set forth herein shall not be limited by amounts or types of damages, compensation or benefits payable by or for the Indemnifying Party, contractors, subcontractors, sub-subcontractors, material suppliers or any person or entity for which any of them may be liable, under workers compensation acts, or any disability or employee benefit acts, in the event claims are asserted against persons or entities indemnified under this Paragraph 25 by an employee of the Indemnifying Party, a contractor, a subcontractor, a sub-subcontractor, a material supplier, anyone directly or indirectly employed by any of them or anyone (or for whose acts they may be liable.)

Moreover, at the request of the Indemnified Party, the Indemnifying Party shall defend any action, claim or suit asserting a claim that might be covered by this indemnity. The Indemnifying Party shall pay all costs and expenses that may be incurred by the Indemnified Party in enforcing this indemnity and defense agreement, including attorney's fees actually paid by the Indemnified Party.

19. LIMITATION OF LIABILITY:

Except as otherwise expressly provided in this Agreement, each Party's liability to the other Party for any loss, cost, claim, injury, damage, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as specifically authorized by this Agreement.

20. FORCE MAJEURE:

A Party shall not be subject to any liability or damages for inability to meet its obligations under this Agreement to the extent that such failure shall be due to causes beyond the control of the Party, including, but not limited to the following: (a) the operation and effect of any new or modified rules, regulations and orders promulgated by the Commission, any applicable state public utility commission, any municipality, or any governmental agency of the United States, or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) any Force Majeure event.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Provided, the Party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of either Party herein shall be extended for the period during which Force Majeure was in effect.

21. SUCCESSORS:

This Agreement will be binding upon the Parties and will inure to the benefit of their respective successors.

22. SEVERABILITY:

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

23. WAIVER OF JURY TRIAL:

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

24. MULTIPLE COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

25. CONTRACTORS AND SUBCONTRACTORS:

Nothing in this Agreement shall prevent Company or Customer from utilizing the services of any third party contractor or subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that Company and Customer shall require a third party contractor and subcontractor to comply with all applicable terms and conditions of this Agreement in providing such

services and each Party shall remain primarily liable to the other Party for the performance of such third party contractor and subcontractor.

26. NO THIRD-PARTY BENEFICIARIES:

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

28. SURVIVAL

The provisions of Sections 4, as well as all payment obligations and liabilities incurred before the termination or expiration of this Agreement, will survive its termination or expiration.


29. MODIFICATIONS OR AMENDMENTS

No modification or amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by authorized representative of the Parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the day and year first herein above written.

PACIFICORP

UTAH ASSOCIATED
MUNICIPAL POWER SYSTEMS



Signature



Signature

BRIAN FRITZ

Printed Name of Signor

~~Marshall Empey~~

Printed Name of Signor

DIRECTOR TRANSMISSION SERVICES

Title of Signor

Chief Operations Officer

Title of Signor

8/18/2016

Date

August 18, 2016

Date