

June 21, 2019

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

RE: *PacifiCorp*
Docket No. ER19-_____-000

Dear Secretary Bose:

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

Transmission Interconnection Agreement, among Utah Associated Municipal Power Systems ("UAMPS") and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 745 ("Interconnection Agreement").

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 in Utah. UAMPS is a municipal electric utility serving load in Utah.

PacifiCorp and UAMPS are parties to a Fourth Amended and Restated Transmission Service and Operating Agreement designated as PacifiCorp Fourth Revised Rate Schedule No. 297, pursuant to which PacifiCorp provides UAMPS use of PacifiCorp's transmission system for service to UAMPS members.

PacifiCorp has constructed a new substation ("Purgatory Flat Substation") located in Washington County, Utah. UAMPS has requested to interconnect three UAMPS owned 69 KV transmission lines at the Purgatory Flat Substation. On June 21, 2019, UAMPS and PacifiCorp entered into the Interconnection Agreement to govern the terms and conditions of the new wires-to-wires interconnections. Accordingly, PacifiCorp respectfully requests that the Commission accept the Interconnection Agreement, attached hereto, for filing.

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

2. Effective Date and Request for Waiver

PacifiCorp requests an effective date of June 22, 2019 for the Interconnection Agreement. PacifiCorp respectfully requests that the Commission waive its 60-day notice requirement and accept the Interconnection Agreement with an effective date of June 22, 2019.² Consistent with Commission precedent, good cause exists to grant such waiver where, as here, the parties agree to the terms of the Interconnection Agreement, and the agreement does not impact rates.³

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 respectfully requests that the Interconnection Agreement be designated as PacifiCorp Rate Schedule No. 745.

4. Enclosure

The following enclosure is attached hereto:

Enclosure Transmission Interconnection Agreement between UAMPS and
PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 745.

5. Communications

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

Andrew C. Mayer
Senior Counsel
PacifiCorp
825 N.E. Multnomah St., Suite 1800
Portland, OR 97232
(503) 813-6642
Andrew.Mayer@PacifiCorp.com

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

² 18 C.F.R. § 35.3(a).

³ See *supra* n.3.

6. Notice

Pursuant to 18 C.F.R. § 35.2(e), a copy of this filing is being served by e-mail 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

7. Conclusion

For the reasons described herein, PacifiCorp respectfully requests that the Commission grant waiver of its prior notice requirements, and accept the Interconnection Agreement for filing with an effective date of June 22, 2019.

Respectfully Submitted,

/s/ Andrew C. Mayer
Andrew C. Mayer
Attorney for PacifiCorp

TRANSMISSION INTERCONNECTION AGREEMENT

PACIFICORP

and

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

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This Transmission Interconnection Agreement (“Agreement”) is entered into as of this 21st day of June, 2019 between Utah Associated Municipal Power Systems (hereinafter “UAMPS”), a political subdivision of the State of Utah organized under the Utah Interlocal Co-Operation Act and authorized to do business in the State of Utah, and PacifiCorp, an Oregon corporation (hereinafter “PacifiCorp”). PacifiCorp and UAMPS may each be referred to herein individually as a “Party” and collectively as “Parties.”

WITNESSETH

- A. WHEREAS, PacifiCorp is a transmission provider that 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 a Transmission Service and Operating Agreement, as amended and restated, dated August 20, 2014, and designated as PacifiCorp Rate Schedule No. 297 (the “UAMPS TSOA”), pursuant to which PacifiCorp provides transmission service to UAMPS members.
- D. WHEREAS, PacifiCorp has constructed a new substation (“Purgatory Flat”) located at Point number 31013, North 13497660.91, East 934800.69 in Washington County, Utah; and
- E. WHEREAS, UAMPS has requested to interconnect three (3) UAMPS owned 69 KV transmission lines at the Purgatory Substation; and
- F. WHEREAS, as of the Effective Date, the Parties intend this Agreement to govern the transmission interconnection terms and conditions.

NOW, THEREFORE, it is mutually agreed by the Parties hereto as follows:

ARTICLE I DEFINITIONS

- 1. For purposes of this Agreement:
 - (a) The term “Effective Date” shall mean the date on which this Agreement becomes effective pursuant to Article 2 hereof.
 - (b) The term “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.

ARTICLE II

EFFECTIVE DATE, TERM, TERMINATION, REGULATORY APPROVAL

2.1 Effective Date. This Agreement shall become effective upon the later of (i) the date of this Agreement or (ii) the date established by the Federal Energy Regulatory Commission (“FERC”) upon acceptance of the Agreement for filing (“Effective Date”).

2.2 Term. Subject to Section 2.3, this Agreement shall remain in effect for a term of thirty (30) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination. This Agreement may be terminated by either Party after giving the non-terminating Party no less than three (3) years’ advance written notice. The Parties may also mutually agree to terminate this Agreement at any time through a written document signed by an authorized representative of each Party.

2.4 Regulatory Approval. If FERC or any other regulatory body having jurisdiction over this Agreement determines that this Agreement, or any part thereof, must be modified, changed, or conditioned in any manner, either Party may, within fifteen (15) days of receipt of notice of such regulatory decision, notify the other Party of its objection to the regulatory modification, change, or condition. Upon receipt of such notice, the Parties shall negotiate in good faith in an attempt to restructure this Agreement in a manner that is mutually satisfactory. In the event the Parties are not able to restructure this Agreement in a manner satisfactory to both Parties, either Party may terminate this Agreement by giving notice to the other Party not later than thirty (30) days after the date on which the order becomes final and no longer subject to appeal.

2.5 Section 205 and 206 Rights. Notwithstanding any provision in this Agreement to the contrary, either Party may (a) unilaterally make application to FERC under Section 205 of the Federal Power Act and pursuant to the FERC’s rules and regulations promulgated thereunder for a change in any rate, term, condition, charge, classification of service, rule or regulation under or related to this Agreement and/or (b) exercise their rights under Section 206 of the Federal Power Act and pursuant to the FERC’s rules and regulations promulgated thereunder with respect to any rate, term, condition, charge, classification of service, rule or regulation for any services provided under this Agreement over which the FERC has jurisdiction. The standard of review FERC shall apply when acting on proposed modifications to this Agreement, either on the FERC’s own motion or on behalf of a signatory or non-signatory shall be the ‘just and reasonable’ standard of review rather than the ‘public interest’ standard of review.

ARTICLE III

INTERCONNECTION OF POWER SYSTEMS

3.1 Points of Interconnection. Exhibit A attached to this Agreement describes each point of interconnection (a “Point of Interconnection”) where one Party’s transmission system interconnects with the other Party’s transmission system.

3.2 Right of Access. Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of (a) inspecting, testing, repairing, renewing or exchanging any of the equipment owned by such other Party located on its premises or (b) performing any work necessary in the performance of this Agreement, in each case, upon reasonable notice to the Party, at reasonable times and in compliance with Good Utility Practice and the Party’s reasonable rules and regulations.

3.3 No Additional Services. This Agreement is only applicable to the physical interconnection of the Parties’ transmission systems and does not obligate either Party to receive or provide for any service. Other services provided by one Party to the other Party shall be governed by such other agreements as the Parties may enter into from time to time.

3.4 Emergency Operation. In the event of an emergency on either Party’s system, the Parties shall make reasonable efforts to comply with any policy guidance promulgated by the Southwest Utah Technical Task Force (“SUTTF”) regarding emergency response procedures; provided, however, that nothing in this Agreement or in any policy guidance provided by the SUTTF shall prohibit a Party from taking any emergency response action that is consistent with Good Utility Practice and reasonably necessary to maintain the safety or reliability of such Party’s system.

ARTICLE IV GENERAL PROVISIONS

4.1. Uncontrollable Forces. Neither Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to uncontrollable forces; the term “uncontrollable forces” meaning any cause beyond the control of the Party affected, including, but not limited to failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome. Either Party shall not, however, be relieved of liability for failure of performance if such failure be due to causes arising out of its own negligence or to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require either Party to prevent or settle a strike against its will.

4.2. Indemnification and Insurance

(a) Each Party agrees to protect, indemnify and hold harmless the other Party, its directors, officers, members, employees, agents, and representatives against and from any and all loss, claims, actions or suits, including costs and attorneys' fees, both at trial and on appeal, for or on account of injury, bodily or otherwise, or death of any persons, or damage to or destruction of any property occurring within any state in which the indemnifying Party owns or leases facilities, resulting from, or arising out of, the operations of the indemnifying Party, except for that portion of such loss, claim, action or suit caused by the negligence of the other party.

(b) For purposes of this Agreement, an Electrical Disturbance is defined as any sudden, unexpected or abnormal electric condition in an electric system. Each Party shall design, construct, operate, and maintain its system in accordance with Good Utility Practice:

(1) to minimize all Electrical Disturbances and production of harmonic currents and voltages on its system which may damage or interfere with the system of the other Party or systems connected or coupled with such other Party's system, and

(2) to minimize the effect on its system of such Electrical Disturbances and production of harmonic currents and voltages from the other Party's system, excepting the effect of steady-state harmonic current which originates on such other Party's system.

(d) Nothing in this section shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement.

4.3. Control and Maintenance of Transmission Systems. Each Party's electric transmission system shall at all times be and remain in the exclusive possession and control of that Party, and this Agreement shall not be construed to grant the other Party any rights of ownership in or possession of said transmission system. Each Party will operate and maintain said transmission system in accordance with Good Utility Practice.

4.4 Use of Facilities: Neither Party will require a fee or other charge for the transfer of power across its bus facilities covered under this Agreement at interconnection or tap points, unless the fees are specified in an exhibit attached to this Agreement.

4.5. Notices. Each Party shall keep the other Party informed in writing of the name and address of its authorized representative under this Agreement and any notice, demand, or request required by this Agreement shall in writing and deemed properly served, given, or made if delivered in person, via nationally recognized courier or sent by registered or certified mail, postage paid, return receipt, to the person so designated as its authorized representative.

4.6. Waiver. Any waiver by a Party of its rights with respect to default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right hereunder shall be deemed a waiver of such right.

4.7. Assignment. This Agreement shall inure to the benefit of the signatories hereto and each Party agrees that it will not transfer or assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, except transfers by operation of law, consolidation or merger, for the purpose of granting to a secured party a security interest in this Agreement pursuant to a mortgage, indenture or other security instrument, or a sale by one of the Parties of its entire electric utility facilities.

4.8. Applicable Regulations. This Agreement is subject to the terms of valid and applicable orders of state or federal regulatory agencies having jurisdiction. This Agreement shall be subject to the laws of the State of Wyoming.

4.9. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their respective officers thereunto duly authorized, all as of the day and year first above written.

PACIFICORP

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By: /s/ Rick Vail

By: /s/ Marshall Empey

Title VP, Transmission

Title: COO

**Ownership, Operation and Maintenance of
Points of Interconnection**

1. PURGATORY FLAT SUBSTATION.

(a) Location. Point number 31013, North 13497660.91, East 934800.69

(b) Points of Interconnection. The three Points of Interconnection under this Agreement are as follows:

- i. The point at which UAMPS has connected the facilities of its Anticline 69 kV transmission line to PacifiCorp's transmission facilities at the Location.
- ii. The point at which UAMPS has connected the facilities of its Brentwood 69 kV transmission line to PacifiCorp's transmission facilities at the Location.
- iii. The point at which UAMPS has connected the facilities of its Mill Creek 69 kV transmission line to PacifiCorp's transmission facilities at the Location.

(c) Future Facilities. PacifiCorp hereby reserves the right and power to, in its sole discretion, require the future installation of relaying, communications, and supervisory control equipment compatible with PacifiCorp's system at the sole expense of UAMPS, and UAMPS agrees, in the event of such requirement, to promptly install such equipment. Upon request from UAMPS and for UAMPS' informational purposes only PacifiCorp shall provide a written explanation of any such relaying, communications, and supervisory control equipment that PacifiCorp requires to be installed. At no cost to UAMPS, PacifiCorp agrees to furnish the required data and status points to allow the UAMPS-owned relays and SCADA equipment to operate properly.

(e) Operation and Maintenance.

(1) Each party shall operate and maintain all facilities owned by it at the Points of Interconnection in accordance with Good Utility Practice.

(2) All switching operations shall be coordinated through and at the direction of PacifiCorp's dispatchers.

(f) Removal of Substation.

(1) If Purgatory Flat Substation is decommissioned, UAMPS shall remove or bear the cost of removal of its facilities from the Purgatory Flat footprint.

Exhibit B Purgatory Flat Substation One-Line Diagram

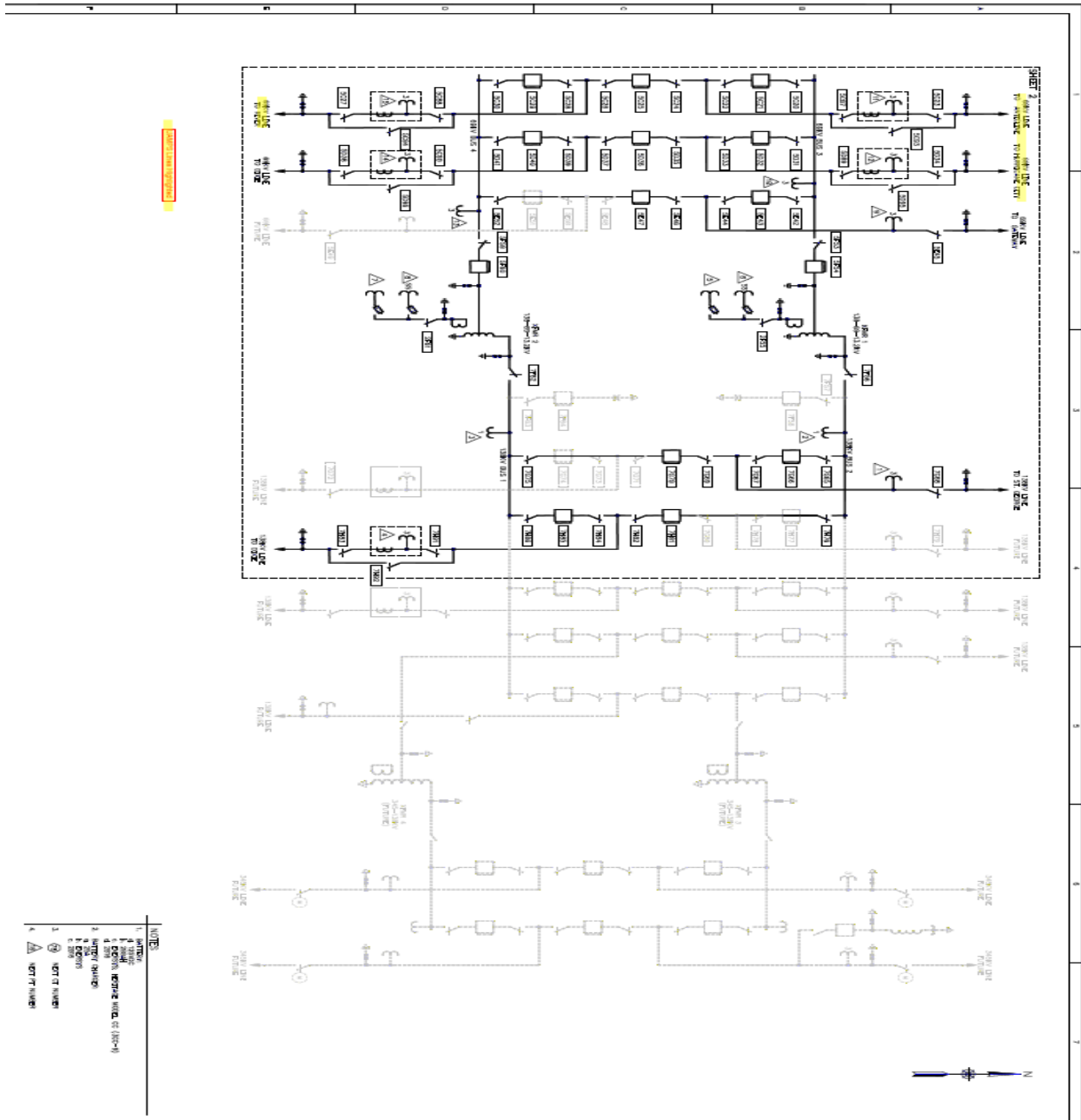


Exhibit C
Purgatory Flat Metering

For purposes of calculating its total loads served out of the Purgatory Flat substation, UAMPS will utilize existing UAMPS-owned revenue metering on the UAMPS owned circuits connected to the Purgatory Flat substation. UAMPS will provide access to PacifiCorp for remote interrogation and testing pursuant to the terms in the TSOA, to arrive at a net calculated UAMPS member load value.

The meters to be used to arrive at the net calculated UAMPS member load served from the Purgatory Flat substation will be adjusted for transformer and line losses through programming the multipliers into the meters (the "Compensation Factors"). UAMPS and PacifiCorp will agree on the initial Compensation Factors. PacifiCorp will install a check meter at the Purgatory Substation and provide the data to UAMPS to assist in validating the UAMPS meter readings as adjusted by the Compensation Factors. UAMPS will be notified and allowed to witness the meter tests of the PacifiCorp check meters in the Purgatory Substation. The Compensation Factors for each meter shall be evaluated in the annual meter testing (or more often as needed) as provided for in the UAMPS TSOA. Any changes to the Compensation Factors as a result of annual testing or otherwise shall require written agreement by both UAMPS and PacifiCorp.

RECEIVED
JUN 13 2019
TRANSMISSION SERVICES

TRANSMISSION INTERCONNECTION AGREEMENT

PACIFICORP

and

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

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This Transmission Interconnection Agreement (“Agreement”) is entered into as of this _____ day of _____, 2019 between Utah Associated Municipal Power Systems (hereinafter “UAMPS”), a political subdivision of the State of Utah organized under the Utah Interlocal Co-Operation Act and authorized to do business in the State of Utah, and PacifiCorp, an Oregon corporation (hereinafter “PacifiCorp”). PacifiCorp and UAMPS may each be referred to herein individually as a “Party” and collectively as “Parties.”

WITNESSETH

- A. WHEREAS, PacifiCorp is a transmission provider that 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 a Transmission Service and Operating Agreement, as amended and restated, dated August 20, 2014, and designated as PacifiCorp Rate Schedule No. 297 (the “UAMPS TSOA”), pursuant to which PacifiCorp provides transmission service to UAMPS members.
- D. WHEREAS, PacifiCorp has constructed a new substation (“Purgatory Flat”) located at Point number 31013, North 13497660.91, East 934800.69 in Washington County, Utah; and
- E. WHEREAS, UAMPS has requested to interconnect three (3) UAMPS owned 69 KV transmission lines at the Purgatory Substation; and
- F. WHEREAS, as of the Effective Date, the Parties intend this Agreement to govern the transmission interconnection terms and conditions.

NOW, THEREFORE, it is mutually agreed by the Parties hereto as follows:

ARTICLE I DEFINITIONS

- 1. For purposes of this Agreement:
 - (a) The term “Effective Date” shall mean the date on which this Agreement becomes effective pursuant to Article 2 hereof.
 - (b) The term “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.

ARTICLE II

EFFECTIVE DATE, TERM, TERMINATION, REGULATORY APPROVAL

2.1 Effective Date. This Agreement shall become effective upon the later of (i) the date of this Agreement or (ii) the date established by the Federal Energy Regulatory Commission (“FERC”) upon acceptance of the Agreement for filing (“Effective Date”).

2.2 Term. Subject to Section 2.3, this Agreement shall remain in effect for a term of thirty (30) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination. This Agreement may be terminated by either Party after giving the non-terminating Party no less than three (3) years’ advance written notice. The Parties may also mutually agree to terminate this Agreement at any time through a written document signed by an authorized representative of each Party.

2.4 Regulatory Approval. If FERC or any other regulatory body having jurisdiction over this Agreement determines that this Agreement, or any part thereof, must be modified, changed, or conditioned in any manner, either Party may, within fifteen (15) days of receipt of notice of such regulatory decision, notify the other Party of its objection to the regulatory modification, change, or condition. Upon receipt of such notice, the Parties shall negotiate in good faith in an attempt to restructure this Agreement in a manner that is mutually satisfactory. In the event the Parties are not able to restructure this Agreement in a manner satisfactory to both Parties, either Party may terminate this Agreement by giving notice to the other Party not later than thirty (30) days after the date on which the order becomes final and no longer subject to appeal.

2.5 Section 205 and 206 Rights. Notwithstanding any provision in this Agreement to the contrary, either Party may (a) unilaterally make application to FERC under Section 205 of the Federal Power Act and pursuant to the FERC’s rules and regulations promulgated thereunder for a change in any rate, term, condition, charge, classification of service, rule or regulation under or related to this Agreement and/or (b) exercise their rights under Section 206 of the Federal Power Act and pursuant to the FERC’s rules and regulations promulgated thereunder with respect to any rate, term, condition, charge, classification of service, rule or regulation for any services provided under this Agreement over which the FERC has jurisdiction. The standard of review FERC shall apply when acting on proposed modifications to this Agreement, either on the FERC’s own motion or on behalf of a signatory or non-signatory shall be the ‘just and reasonable’ standard of review rather than the ‘public interest’ standard of review.

ARTICLE III

INTERCONNECTION OF POWER SYSTEMS

3.1 Points of Interconnection. Exhibit A attached to this Agreement describes each point of interconnection (a “Point of Interconnection”) where one Party’s transmission system interconnects with the other Party’s transmission system.

3.2 Right of Access. Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of (a) inspecting, testing, repairing, renewing or exchanging any of the equipment owned by such other Party located on its premises or (b) performing any work necessary in the performance of this Agreement, in each case, upon reasonable notice to the Party, at reasonable times and in compliance with Good Utility Practice and the Party’s reasonable rules and regulations.

3.3 No Additional Services. This Agreement is only applicable to the physical interconnection of the Parties’ transmission systems and does not obligate either Party to receive or provide for any service. Other services provided by one Party to the other Party shall be governed by such other agreements as the Parties may enter into from time to time.

3.4 Emergency Operation. In the event of an emergency on either Party’s system, the Parties shall make reasonable efforts to comply with any policy guidance promulgated by the Southwest Utah Technical Task Force (“SUTTF”) regarding emergency response procedures; provided, however, that nothing in this Agreement or in any policy guidance provided by the SUTTF shall prohibit a Party from taking any emergency response action that is consistent with Good Utility Practice and reasonably necessary to maintain the safety or reliability of such Party’s system.

ARTICLE IV GENERAL PROVISIONS

4.1. Uncontrollable Forces. Neither Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to uncontrollable forces; the term “uncontrollable forces” meaning any cause beyond the control of the Party affected, including, but not limited to failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome. Either Party shall not, however, be relieved of liability for failure of performance if such failure be due to causes arising out of its own negligence or to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require either Party to prevent or settle a strike against its will.

4.2. Indemnification and Insurance

(a) Each Party agrees to protect, indemnify and hold harmless the other Party, its directors, officers, members, employees, agents, and representatives against and from any and all loss, claims, actions or suits, including costs and attorneys' fees, both at trial and on appeal, for or on account of injury, bodily or otherwise, or death of any persons, or damage to or destruction of any property occurring within any state in which the indemnifying Party owns or leases facilities, resulting from, or arising out of, the operations of the indemnifying Party, except for that portion of such loss, claim, action or suit caused by the negligence of the other party.

(b) For purposes of this Agreement, an Electrical Disturbance is defined as any sudden, unexpected or abnormal electric condition in an electric system. Each Party shall design, construct, operate, and maintain its system in accordance with Good Utility Practice:

(1) to minimize all Electrical Disturbances and production of harmonic currents and voltages on its system which may damage or interfere with the system of the other Party or systems connected or coupled with such other Party's system, and

(2) to minimize the effect on its system of such Electrical Disturbances and production of harmonic currents and voltages from the other Party's system, excepting the effect of steady-state harmonic current which originates on such other Party's system.

(d) Nothing in this section shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement.

4.3. Control and Maintenance of Transmission Systems. Each Party's electric transmission system shall at all times be and remain in the exclusive possession and control of that Party, and this Agreement shall not be construed to grant the other Party any rights of ownership in or possession of said transmission system. Each Party will operate and maintain said transmission system in accordance with Good Utility Practice.

4.4. Use of Facilities: Neither Party will require a fee or other charge for the transfer of power across its bus facilities covered under this Agreement at interconnection or tap points, unless the fees are specified in an exhibit attached to this Agreement.

4.5. Notices. Each Party shall keep the other Party informed in writing of the name and address of its authorized representative under this Agreement and any notice, demand, or request required by this Agreement shall in writing and deemed properly served, given, or made if delivered in person, via nationally recognized courier or sent by registered or certified mail, postage paid, return receipt, to the person so designated as its authorized representative.

4.6. Waiver. Any waiver by a Party of its rights with respect to default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right hereunder shall be deemed a waiver of such right.

4.7. Assignment. This Agreement shall inure to the benefit of the signatories hereto and each Party agrees that it will not transfer or assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, except transfers by operation of law, consolidation or merger, for the purpose of granting to a secured party a security interest in this Agreement pursuant to a mortgage, indenture or other security instrument, or a sale by one of the Parties of its entire electric utility facilities.

4.8. Applicable Regulations. This Agreement is subject to the terms of valid and applicable orders of state or federal regulatory agencies having jurisdiction. This Agreement shall be subject to the laws of the State of Wyoming.

4.9. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their respective officers thereunto duly authorized, all as of the day and year first above written.

PACIFICORP

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By: _____

By:  _____

Title _____

Title:  _____

**Ownership, Operation and Maintenance of
Points of Interconnection**

1. PURGATORY FLAT SUBSTATION.

(a) Location. Point number 31013, North 13497660.91, East 934800.69

(b) Points of Interconnection. The three Points of Interconnection under this Agreement are as follows:

- i. The point at which UAMPS has connected the facilities of its Anticline 69 kV transmission line to PacifiCorp's transmission facilities at the Location.
- ii. The point at which UAMPS has connected the facilities of its Brentwood 69 kV transmission line to PacifiCorp's transmission facilities at the Location.
- iii. The point at which UAMPS has connected the facilities of its Mill Creek 69 kV transmission line to PacifiCorp's transmission facilities at the Location.

(c) Future Facilities. PacifiCorp hereby reserves the right and power to, in its sole discretion, require the future installation of relaying, communications, and supervisory control equipment compatible with PacifiCorp's system at the sole expense of UAMPS, and UAMPS agrees, in the event of such requirement, to promptly install such equipment. Upon request from UAMPS and for UAMPS' informational purposes only PacifiCorp shall provide a written explanation of any such relaying, communications, and supervisory control equipment that PacifiCorp requires to be installed. At no cost to UAMPS, PacifiCorp agrees to furnish the required data and status points to allow the UAMPS-owned relays and SCADA equipment to operate properly.

(e) Operation and Maintenance.

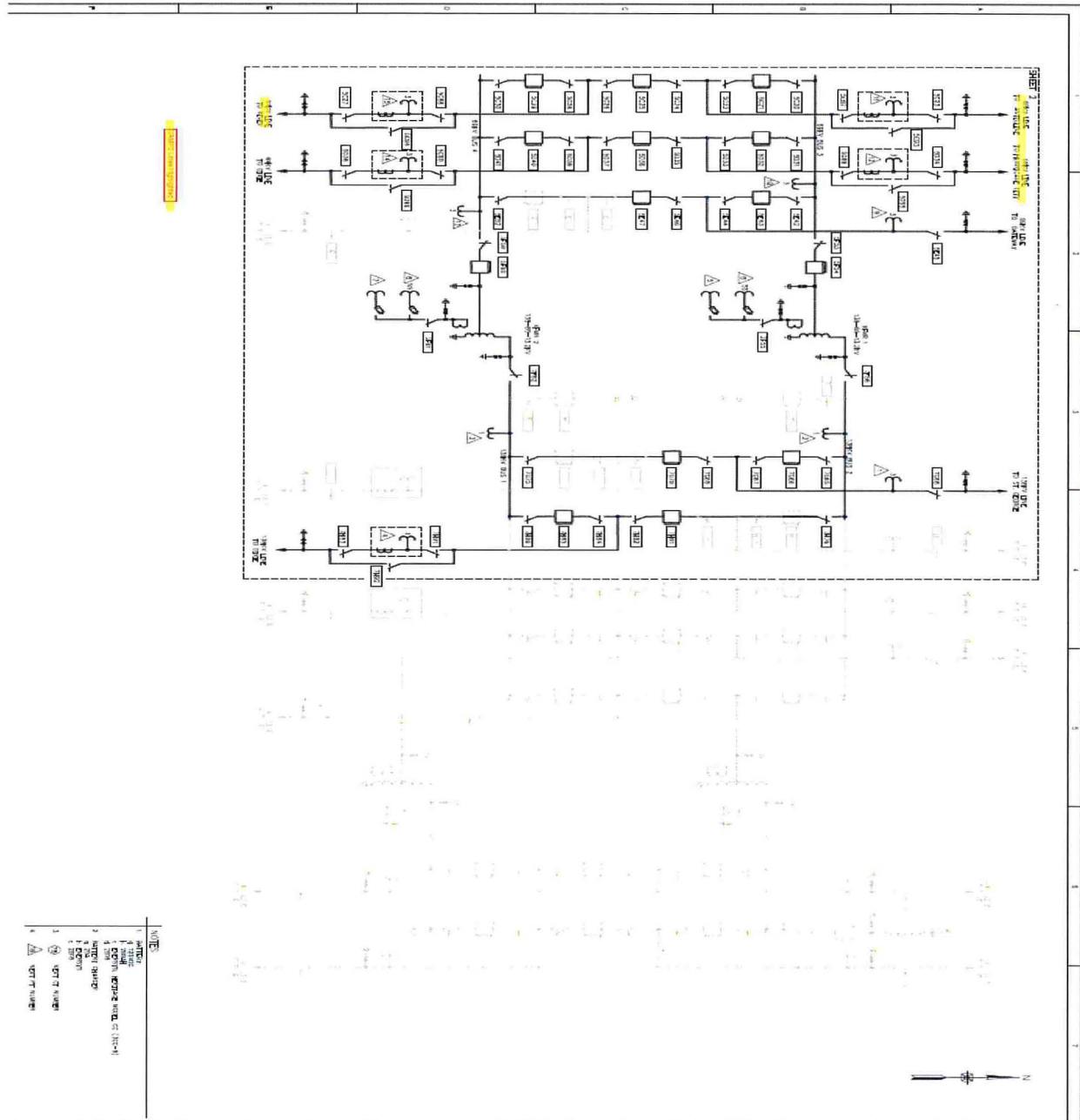
(1) Each party shall operate and maintain all facilities owned by it at the Points of Interconnection in accordance with Good Utility Practice.

(2) All switching operations shall be coordinated through and at the direction of PacifiCorp's dispatchers.

(f) Removal of Substation.

(1) If Purgatory Flat Substation is decommissioned, UAMPS shall remove or bear the cost of removal of its facilities from the Purgatory Flat footprint.

Exhibit B Purgatory Flat Substation One-Line Diagram



PURGATORY FLAT SUBSTATION WASHINGTON COUNTY, UTAH ONE LINE DIAGRAM KEY SHEET		PROTECTION & CONTROL PROJECT NO. 177713.001 DATE 07/20/2011 DRAWN BY: J. H. HARRIS CHECKED BY: J. H. HARRIS APPROVED BY: J. H. HARRIS DATE 07/20/2011		PACIFIC CORP. TRANSMISSION & DISTRIBUTION		NO. DATE	REVISIONS	DRAWN BY DESIGNED BY CHECKED BY APPROVED BY	NO. / OF	CHECKED APPROVED
177713.001		J. H. HARRIS		J. H. HARRIS						

Exhibit C
Purgatory Flat Metering

For purposes of calculating its total loads served out of the Purgatory Flat substation, UAMPS will utilize existing UAMPS-owned revenue metering on the UAMPS owned circuits connected to the Purgatory Flat substation. UAMPS will provide access to PacifiCorp for remote interrogation and testing pursuant to the terms in the TSOA, to arrive at a net calculated UAMPS member load value.

The meters to be used to arrive at the net calculated UAMPS member load served from the Purgatory Flat substation will be adjusted for transformer and line losses through programming the multipliers into the meters (the "Compensation Factors"). UAMPS and PacifiCorp will agree on the initial Compensation Factors. PacifiCorp will install a check meter at the Purgatory Substation and provide the data to UAMPS to assist in validating the UAMPS meter readings as adjusted by the Compensation Factors. UAMPS will be notified and allowed to witness the meter tests of the PacifiCorp check meters in the Purgatory Substation. The Compensation Factors for each meter shall be evaluated in the annual meter testing (or more often as needed) as provided for in the UAMPS TSOA. Any changes to the Compensation Factors as a result of annual testing or otherwise shall require written agreement by both UAMPS and PacifiCorp.